



**Property:**

7347 US Highway 17, Elgin, Oklahoma

**Auction Manager:**

Brent Wellings • 405-332-5505

**SEALED BID PACKET**

**Sealed Bid Deadline:**

5:00 o'clock p.m. (CDT) on Friday, May 23, 2025

**Contents:**

- Bidder Instructions;
- Bidder Qualification Form;
- Blank form of Agreement to Purchase;
- Disclosure to Buyer of Brokerage Duties, Responsibilities and Services;
- Residential Property Condition Disclosure Exemption Form;
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards;
- EPA pamphlet entitled "Protect Your Family from Lead in Your Home";
- Preliminary title insurance schedules dated May 7, 2025 prepared by American Abstract Co. of McClain County, Inc. (including copies of recorded exception documents);
- Copy of the CLO Ground Lease;
- Survey of the Gound Lease Premises dated May 25, 2004 by Landmark Engineering; and
- CLO form of Lease Assignment.

## **BIDDER INSTRUCTIONS**

(Sealed Bid Auction for real estate in Comanche County, Oklahoma  
located at 7347 US Highway 17, Elgin, 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 The First National Bank & Trust Co., Chickasha, OK, as Trustee of the Elaine Hart Trust, dated May 21, 1993 (“Seller”) with respect to certain real estate located at 7347 US Highway 17, Elgin, Oklahoma in Comanche County.
2. Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet consisting of:
  - These Bidder Instructions;
  - Bidder Qualification Form;
  - Blank form of Agreement to Purchase;
  - Disclosure to Buyer of Brokerage Duties, Responsibilities and Services;
  - Residential Property Condition Disclosure Exemption Form;
  - Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards;
  - EPA pamphlet entitled “Protect Your Family from Lead in Your Home”;
  - Preliminary title insurance schedules dated May 7, 2025 prepared by American Abstract Co. of McClain County, Inc. (including copies of recorded exception documents);
  - Copy of the CLO Ground Lease;
  - Survey of the Gound Lease Premises dated May 25, 2004 by Landmark Engineering; and
  - CLO form of Lease Assignment.
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).

(The Buyer’s name and Buyer-related information provided on the Signature Page of the Agreement to Purchase should match the Bidder’s name and related information provided in the Bidder Qualification Form.)
  - (b) Complete, sign and date the Bidder Qualification Form:
    - i. Provide all information requested in Parts I, II and III; and
    - ii. Write in the date and the Bidder’s name at the bottom of page 2; and
    - iii. Sign as Bidder (or as the authorized officer/agent of an entity identified as Bidder).
  - (c) Print and sign your name and write the date at the bottom of the “Disclosure to Buyer of Brokerage Duties, Responsibilities and Services” form.
  - (d) Sign and date the “Buyer’s Acknowledgment” at the bottom of the “Residential Property Condition Disclosure Exemption Form” form.
  - (e) Complete, sign and date the “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form:
    - i. Write the initials of Buyer next to items “c” and “d”;
    - ii. Check option (ii) of item “e”; and
    - iii. Sign and date the form at the signature line provided for “Purchaser”.
  - (f) Prepare a check for the 10% earnest money deposit payable to “American Abstract Co. of McClain County, Inc.”.

- (g) Prepare a sealed bid envelope by writing “Sealed bid for 7347 US Highway 17, Elgin, OK” and the name and address of the bidder on the outside front of the envelope.
- (h) Place the earnest money check, the entire Agreement to Purchase (completed, signed and dated by the bidder) and each of the forms described in items (b) through (e) above (all completed, signed 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

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

A sealed bid may also be delivered in person at the site of auction property (located at 7347 US Highway 17, Elgin, OK) between the hours of Noon to 5:00 pm on May 23, 2025. The Auction Manager will be present at this site during this time.

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 Friday, May 23, 2025.
5. **A 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**
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 “American Abstract Co. of McClain County, Inc.”. 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 American Abstract Co. of McClain County, Inc., 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 Wednesday, May 28, 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.
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.

**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.**

# BIDDER QUALIFICATION FORM

This Bidder Qualification Form is submitted by the bidder identified herein (“**Bidder**”) in accordance with the bidder instructions (“**Bidder Instructions**”) included as part of the 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 The First National Bank & Trust Co., Chickasha, OK, as Trustee of the Elaine Hart Trust, dated May 21, 1993 (“**Seller**”) with respect to certain real estate located at 7347 US Highway 17, Elgin, Oklahoma in Comanche County, together with the interest of the Lessee under the Ground Lease pursuant to which Camilla Elaine Hart is leasing from the Commissioners of the Land Office of the State of Oklahoma as Administrator of the Oklahoma School Lands Trust (“**CLO**”) approximately 4.25 acres of land (“**CLO Ground Lease**”).

Bidder acknowledges and understands that if Bidder’s bid is accepted: (a) the Lessee’s interest under the CLO Ground Lease will be assigned to the Buyer at Closing, subject to obtaining the prior written consent of the CLO in accordance with Section 8.1 of the CLO Ground Lease; and (b) according to Section 8.1(a) of the CLO Ground Lease, any assignee must have a net worth of at least one million dollars (\$1,000,000.00).

This Bidder Qualification Form and the information contained herein is provided by the undersigned Bidder in accordance with the Bidder Instructions as evidence of the Bidder’s status as a qualified assignee pursuant to Section 8.1(a) of the CLO Ground Lease. Seller reserves the right to request additional information regarding Bidder’s qualifications under Section 8.1(a) of the CLO Ground Lease. All such information is intended to help Seller make a provisional determination regarding Bidder’s ability to qualify as an assignee in accordance with Section 8.1(a) of the CLO Ground Lease. Any such provisional determination by Seller is solely for the purpose of Seller’s evaluation of Bidder’s bid and is subject to the final determination of the CLO.

## Part I

### Identification of Bidder

Complete name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Type of entity:  Corporation     Limited Liability Company     Individual(s)

Other: \_\_\_\_\_

State/Country of incorporation or organization: \_\_\_\_\_

## Part II

### Bidder’s Contact Information

The person(s) identified below is/are the authorized representative(s) of the Bidder who may be contacted, at the telephone number(s) and/or email address(es) provided below, by the Auction Manager and/or the Seller.

Name(s) of Bidder’s contact person(s): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email address(es): \_\_\_\_\_

**Part III**  
**Financial Ability**

The information provided below (and/or in the attachments described below) is submitted by Bidder as evidence that Bidder's net worth is at least one million dollars (\$1,000,000.00).

**SIGNATURE OF BIDDER:** On the \_\_\_\_\_ day of May, 2025, this Bidder Qualification Form is signed by the undersigned, constituting the "Bidder" for purposes of this Bidder Qualification Form:

\_\_\_\_\_  
Printed Name(s) of Bidder(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 entity)

## 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 The First National Bank & Trust Co., Chickasha, OK, as Trustee of the Elaine Hart Trust, dated May 21, 1993 (“**Seller**”) with an advertised sealed bid deadline of May 23, 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:

- Bidder Instructions;
- Bidder Qualification Form;
- Blank form of this Agreement to Purchase;
- Disclosure to Buyer of Brokerage Duties, Responsibilities and Services;
- Residential Property Condition Disclosure Exemption Form;
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards;
- EPA pamphlet entitled “Protect Your Family from Lead in Your Home”;
- Preliminary title insurance schedules dated May 7, 2025 prepared by American Abstract Co. of McClain County, Inc. (including copies of recorded exception documents);
- Copy of the CLO Ground Lease (as defined below);
- Survey of the Gound Lease Premises dated May 25, 2004 by Landmark Engineering; and
- CLO form of Lease Assignment.

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 Comanche County, Oklahoma described as follows (the “**Property**”):

Beginning at a point 100.45 feet South and 512.5 feet West of the Northeast Corner of the Northeast Quarter (NE¼) of Section Thirty-six (36), Township Four (4) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof; thence West 205.0 feet; thence South 333.0 feet; thence East 205.0 feet; thence North 333.0 feet to the point of beginning;

being the fee simple estate (surface estate only) with respect to the land described above, together with the building, improvements and permanent fixtures presently existing on said land, and being the parcel of real estate located at 7347 US Highway 17, Elgin, Oklahoma and identified for property tax purposes as Parcel ID No. 04N11W-36-1-99977-000-0000; *provided, however*, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include: (a) any item of tangible personal property located within the house, barn or outbuildings; (b) any other item of tangible personal property; or (c) any other item or property interest that is specifically excluded (or specified as not included) according to the express terms of this Agreement.

2. **Assignment of CLO Ground Lease; Leasehold Estate.**

(a) This offer may be accepted by Seller *if and only if* this Agreement is signed by Camilla Elaine Hart (“**Assignor**”), as the Lessee under the CLO Ground Lease pursuant to which Assignor is leasing from the Commissioners of the Land Office of the State of Oklahoma as Administrator of the Oklahoma School Lands Trust (“**CLO**”) approximately 4.25 acres of land (“**Ground Lease Premises**”) adjacent to the Property described in Section 1 above. By signing this Agreement, Assignor agrees to assign the CLO Ground Lease, and the interest of the Lessee under the CLO Ground Lease (“**Leasehold Estate**”), to Buyer in accordance with the provisions of this Section 2.

(b) Buyer acknowledges that Buyer has received and reviewed copies of the CLO Ground Lease prior to submitting this Offer. “**CLO Ground Lease**” refers to the “State of Oklahoma, Unsubordinated Commercial Ground Lease, Fifty-Five Year Term, Contract Number: 106378/7427” executed on March 3, 2005 and March 10,

2005 by and between the Commissioners of the Land Office of the State of Oklahoma as Administrator of the Oklahoma School Lands Trust (as Lessor) and Camilla Elaine Hart, her sublessees, successors and assigns (as Lessee), and recorded in the records of Comanche County at Book 4625, page 141.

(c) Buyer, Seller and Assignor acknowledge that the CLO Ground Lease is not assignable without the prior written consent of the CLO. **Buyer's obligation to complete the purchase and acquisition of the Property at Closing is contingent upon obtaining the CLO's prior written consent to the assignment of the CLO Ground Lease to Buyer. Buyer, Seller and Assignor agree to cooperate and use commercially reasonable efforts to obtain such consent as soon as possible after the execution of this Agreement and prior to Closing.**

(d) Buyer promises, represents and warrants to Seller and Assignor that Buyer is (and will be at the time of Closing) a qualified assignee in accordance with the provisions of the CLO Ground Lease, including Section 8.1(a) according to which an assignee must have a net worth of at least one million dollars (\$1,000,000.00).

(e) Effective as of the completion of Closing (subject to obtaining the CLO's prior written consent), all rights of the Lessee under the CLO Ground Lease shall be assigned to Buyer and Buyer shall assume (and shall indemnify and hold harmless Assignor with respect to) all obligations of the Lessee under the CLO Ground Lease which are to be performed after Closing; *provided, however*, as between Assignor and Buyer, the obligation to pay rent under the CLO Ground Lease shall be **prorated** to the date of Closing. The obligations assumed by Buyer shall not include (and Assignor shall indemnify and hold harmless Buyer with respect to any liability arising from) any obligation of the Lessee under the CLO Ground Lease which is to be performed prior to Closing.

(f) The assignment and assumption of the CLO Ground Lease, as described above, shall be effective as of the completion of Closing, without any representation or warranty as to any particular rights or obligations. At Closing, Buyer and Assignor shall execute and deliver an assignment in the form provided by the CLO ("Assignment of Oklahoma School Land Unsubordinated Long Term Commercial Ground Lease"), a copy of which is included as part of the Sealed Bid Packet, pursuant to Assignor assigns and transfers all right, title and interest in and to the CLO Ground Lease to Buyer.

(g) Neither Seller nor Assignor has not obtained, and neither has any obligation to provide, any title insurance, title opinion or other title evidence with respect to the CLO Ground Lease and/or the Leasehold Estate. Buyer agrees to acquire the Property and Leasehold Estate (and accept the assignment of the CLO Ground Lease) subject to and notwithstanding: (i) any easement affecting the Ground Leased Premises, the CLO Ground Lease and/or the Leasehold Estate; (ii) any existing billboard on or near the Ground Leased Premises (and any related billboard lease, easement or agreement); and (iii) any other matter that constitutes a Permitted Exception, as defined in Section 11 below). Buyer agrees to acquire the Property and Leasehold Estate (and accept the assignment of the CLO Ground Lease) without a post-Auction survey of the Ground Lease Premises.

3. **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.

4. **Purchase Price; Buyer's Premium.** The purchase price for the Property and Leasehold Estate (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.

5. **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 *American Abstract Co. of McClain County, Inc., 138 W. Main St., Purcell, OK (Tel: 405-527-7575)*.

6. **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.

7. **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.

8. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to making this Offer, a copy of the preliminary title insurance schedules dated May 7, 2025 prepared by American Abstract Co. of McClain County, Inc. and identified by reference to File # 20250492, 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.

9. **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.

10. **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.

11. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title and possession of the Property and the Leasehold Estate (including the deed, the Final Title Commitment, any title insurance, any survey, and the assignment of the CLO Ground Lease) 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.

12. **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 (other than a Buyer-Related Requirement) for the issuance of a standard coverage ALTA owner's title insurance policy in accordance with the Final Title Commitment; (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; (d) that Seller is able to deliver possession of the Property at the time of Closing (subject to the Permitted Exceptions); and (e) the parties have obtained the CLO's prior written consent to the assignment of the CLO Ground Lease to Buyer. 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 14 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.

13. **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).

14. **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 July 7, 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 13 above) Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than ***July 7, 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. For purposes of documenting the Closing, the allocation of the Purchase Price between the Property and the Leasehold Estate shall be determined solely by the Seller and Assignor.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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 (c), 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.

20. **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 12 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.

21. **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.**

22. **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 Laurie Elzo, via email to: **LElzo@bankfnbt.com**

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

23. **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.

24. **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, the Leasehold Estate and/or the Ground Lease Premises or the suitability thereof 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 chosen to purchase the Property and the Leasehold Estate without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property and the Leasehold Estate “***AS IS***” and **WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER OR CONDITION OF THE PROPERTY, THE LEASEHOLD ESTATE AND/OR THE GROUND LEASE PREMISES OR THE SUITABILITY THEREOF 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) Except as otherwise provided with respect to obtaining the CLO's prior written consent to the assignment of the CLO Ground Lease, 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 and/or the Leasehold Estate. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property or the Ground Lease Premises before or after Closing.

(e) Buyer acknowledges and agrees that all marketing materials prepared or provided in connection with the Auction and/or the marketing of the Property, including but not limited to the auction brochure, Information Booklet, and any other information posted to the auction website (collectively, "**Marketing Materials**"), have been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Seller and Auction Company disclaim any warranty or liability for the information provided.

(f) Buyer acknowledges that Buyer has received the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and the "Residential Property Condition Disclosure Exemption Form", both of which shall be signed and dated by Buyer and delivered with the submission of this offer. Buyer also acknowledges receipt of the EPA pamphlet entitled "Protect Your Family from Lead in Your Home". Buyer agrees to acquire the Property AS IS, regardless of the results of any risk assessment, inspection or evaluation regarding the presence of lead-based paint and/or lead-based paint hazards.

(g) The advertised acres are approximations based on information in the property tax records and/or existing legal descriptions. No warranty or authoritative representation is made as to the number of acres included with the Property or the Ground Lease Premises. The Purchase Price shall not be subject to adjustment regardless of the number of acres shown in any record prepared before or after this Agreement.

(h) Boundary lines depicted in the 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.

(i) This purchase does not include (and the meaning of the term "Property" as used throughout this Agreement shall be interpreted to exclude) any tangible personal property. However, if any item(s) of tangible personal property remain(s) at the Property and/or Ground Lease Premises at the time of Closing, Buyer agrees to acquire the Property and Leasehold Estate at Closing notwithstanding the presence of (and Seller shall have no obligation before or after Closing with respect to) any such item(s) of tangible personal property at the Property and/or Ground Lease Premises at the time of Closing.

25. **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 and/or Leasehold Estate 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.

26. **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.

27. **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.

28. **60 Okl. St. §121, et seq. (as amended eff. November 1, 2023).** Buyer covenants 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 13 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 covenant or warranty under this Section shall constitute a "Buyer Default" for purposes of Section 19 above.

29. **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.

30. **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 and Leasehold Estate 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 31 below.

31. **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 **Wednesday, May 28, 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 7347 US Highway 17, Elgin, Oklahoma and further described in Section 1 above (together with the Leasehold Estate as described in Section 2 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 May, 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:**

*Signing as Trustee of the Elaine Hart Trust, dated May 21, 1993:*

The First National Bank & Trust Co., Chickasha, OK,  
By its duly authorized officer:

\_\_\_\_\_  
(Laurie Elzo, Executive VP and Head of Trust Services)

Dated: \_\_\_\_\_

**ASSIGNOR:**

*Assignor hereby agrees to the provisions of Section 2 above regarding assignment of the CLO Ground Lease:*

\_\_\_\_\_  
(Camilla Elaine Hart)

Dated: \_\_\_\_\_

**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.

Date Received: \_\_\_\_\_

American Abstract Co. of McClain County, Inc.

By: \_\_\_\_\_

**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 May, 2025.

Buyer's Printed Name \_\_\_\_\_ Buyer's Signature \_\_\_\_\_

Buyer's Printed Name \_\_\_\_\_ Buyer's Signature \_\_\_\_\_

**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*


**RESIDENTIAL PROPERTY CONDITION DISCLOSURE EXEMPTION FORM  
IDENTIFICATION OF EXEMPT TRANSFER**

Check the box applicable to the property which is located at (street address):

7347 US Hwy 17, Elgin, OK

- 1. Transfer pursuant to Court Order, including but not limited to, a transfer pursuant to a writ of execution, a transfer by eminent domain, and a transfer pursuant to an Order for partition;
- 2. Transfer to a mortgagee by a mortgagor or successor in interest who is in default, transfer by any foreclosure sale after default in an obligation secured by a mortgage, transfer by a mortgagee's sale under a power of sale after default in an obligation secured by any instrument containing a power of sale, or transfer by a mortgagee who has acquired the real property at a sale conducted pursuant to a power of sale or a sale pursuant to a decree of foreclosure or has acquired the real property by deed in lieu of foreclosure;
- 3. Transfer by a fiduciary who is not an owner occupant of the subject property in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- 4. Transfer from one co-owner to one or more other co-owners;
- 5. Transfer made to a spouse, or to the person or persons in the lineal line of consanguinity of one or more of the owners;
- 6. Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- 7. Transfer made pursuant to mergers and from a subsidiary to a parent or the reverse;
- 8. Transfer or exchanges to or from any governmental entity; or
- 9. Transfer of a newly constructed, previously unoccupied dwelling.

The Seller acknowledges that the exemption marked above is a true and accurate statement regarding the transfer of the Property.

	<small>dotloop verified 05/16/25 4:20 PM CDT D05I-0LEE-4E9J-7BVQ</small>
Seller's Signature	Date

_____	_____
Seller's Signature	Date

**BUYER'S ACKNOWLEDGMENT**

Note: The Buyer is urged to carefully inspect the Property and to have the Property inspected by an expert. The Buyer acknowledges the Buyer has read and received a signed copy of this Exemption Form.

_____	_____
Buyer's Signature	Date

_____	_____
Buyer's Signature	Date

**OKLAHOMA REAL ESTATE COMMISSION**  
*This is a legally binding Contract; if not understood, seek advice from an attorney.*  
**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Property Address:** 7347 US Hwy 17, Elgin, OK


**Seller's Disclosure**

- a. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - i.  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_
  - ii.  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b. Records and reports available to the seller (check (i) or (ii) below):
  - i.  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_
  - ii.  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**



- c.  Purchaser has received copies of all information listed above.
- d.  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- e. Purchaser has (check (i) or (ii) below):
  - i.  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - ii.  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

- f.  Licensee has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Purchaser	Date		Date
Purchaser	Date	Seller	Date
	Date	Broker / Associate	Date



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

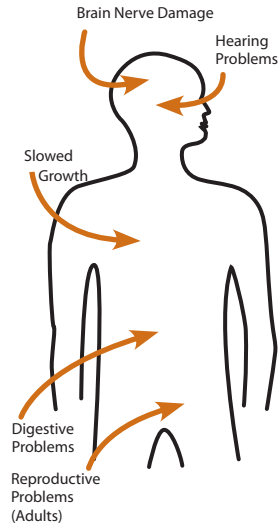
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

# Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



## COMMITMENT FOR TITLE INSURANCE

Issued By  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

Issuing Agent: American Abstract Company of McClain County, Inc.  
Issuing Office: 138 W. Main St, Purcell, OK 73080  
Issuing Office's ALTA® Registry ID: 0002360  
Loan ID No.:  
Commitment No.: 20250492-1  
Issuing Office File No.: 20250492  
Property Address: 7347 US Highway 17, Elgin, OK 73538

### SCHEDULE A

1. Commitment Date: May 7, 2025 at 05:00 PM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/2021)  
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (7/1/2021)  
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
The First National Bank & Trust Co.. Chickasha, OK, as Trustee of The Elaine Hart Trust, dated May 21, 1993, by a Quit Claim Deed recorded March 31, 2025 in Book 9814, page 113.
5. The Land is described as follows:

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE A**

(Continued)

Beginning at a point 100.45 feet South and 512.5 feet West of the Northeast Corner of the Northeast Quarter (NE¼) of Section Thirty-six (36), Township Four (4) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof; thence West 205.0 feet; thence South 333.0 feet; thence East 205.0 feet; thence North 333.0 feet to the point of beginning.

**Fidelity National Title Insurance Company**

*Gayle Helton*

By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

\_\_\_\_\_  
Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT FOR TITLE INSURANCE

Issued By  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Joint Tenancy Deed from Camilla Elaine Hart to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the “Survey Standards”], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, as set forth in Table A of the Survey Standards.

**Note:** Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Commitment for Title Insurance (07-01-2021)  
Schedule BI



20250492

## SCHEDULE B, PART I

(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Record Memorandum of Trust relating to The Elaine Hart Trust, dated May 21, 1993. Same should be submitted for review and possible further requirements.

13. Record properly executed Release of Mortgage:

Mortgagor: Camilla Elaine Hart  
Mortgagee: Chickasha Bank & Trust Company  
Amount: \$132,559.39  
Dated: 3/19/04  
Filed: 3/30/04  
Recorded: Book 4328 Page 199

14. Record properly executed Release of Mortgage:

Mortgagor: Camilla Elaine Hart  
Mortgagee: Chickasha Bank & Trust Company  
Amount: \$196,00.00  
Dated: 4/20/04  
Filed: 4/30/04  
Recorded: Book 4357 Page 279

15. Record properly executed Release of Mortgage:

Mortgagor: Camilla Elaine Hart  
Mortgagee: Chickasha Bank & Trust Company  
Amount: \$25,500.00  
Dated: 11/30/04  
Filed: 12/02/04  
Recorded: Book 4543 Page 239

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BI



20250492

## SCHEDULE B, PART I

(Continued)

16. Record properly executed Release of Mortgage:

Mortgagor: Camilla Elaine Hart  
Mortgagee: Chickasha Bank & Trust Company  
Amount: \$40,408.06  
Dated: 12/25/05  
Filed: 1/03/06  
Recorded: Book 4892 Page 93

17. Submit for examination an Assignment of the Lease from the Commissioners of the Land Office of the State of Oklahoma recorded in Book 4625, page 141.

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BI



20250492



## COMMITMENT FOR TITLE INSURANCE

Issued By  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

### 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. Taxes for the year 2025 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. 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.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20250492

## SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Grant of Easement or Right of Way recorded December 20, 1929 in Book 224, page 251.
15. Easement in favor of the Oklahoma Turnpike Authority recorded August 24, 1962 in Book 564, page 693.
16. Easement in favor of the Oklahoma Turnpike Authority recorded May 17, 1984 in Book 1134, page 670.
17. Right of Way Easement in favor of Public Service Company of Oklahoma recorded February 23, 2004 in Book 4300, page 210.
18. Easement in favor of the City of Elgin recorded April 5, 2007 in Book 5302, page 155.
19. Ordinance #00-07 recorded March 21, 2001 in Book 3555, page 302.
20. Ordinance No. 01-08 recorded November 7, 2001 in Book 3689, page 28.

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20250492



## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

### SCHEDULE C

The Land is described as follows:

Beginning at a point 100.45 feet South and 512.5 feet West of the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-six (36), Township Four (4) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof; thence West 205.0 feet; thence South 333.0 feet; thence East 205.0 feet; thence North 333.0 feet to the point of beginning.

GRANT OF EASEMENT OR RIGHT OF WAY  
COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS

THIS INSTRUMENT, Made and entered into this 26th day of November, 1929, by and between the Commissioners of the Land Office of the State of Oklahoma, hereinafter called the parties of the first part, and the STATE HIGHWAY COMMISSION, hereinafter called the party of the second part:

WITNESSETH, That in consideration of the sum of forty-one and 30/100 dollars (\$41.30) the receipt of which is hereby acknowledged, the parties of the first part by the virtue of the power vested in them by the Constitution and Laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, its heirs or assigns, the full and free right to the uninterrupted access and enjoyment of an easement or right of way for State Aid Project #503, described as follows:

A strip, piece or parcel of land lying in the north half of section 35, township 4 north, range 11 west, in Comanche county, Oklahoma. Said parcel of land being a right of way for State Aid Project #503, and being further described by metes and bounds as follows:

Beginning at the NW corner of said North half, thence south along the west line of said north half a distance of 41.5 feet, thence south 89° 03' East, a distance of 102 1/2 feet, thence due south a distance of 20 feet, thence south 89° 03' East, a distance of 450 feet, thence due North a distance of 20 feet, thence south 89° 03' a distance of 237 1/2 feet, to a point on the east line of said section 35, thence north along said east line, a distance of 38 feet, to the northeast corner of said section 35, thence west along the north line of said section 35, a distance of 5305.2 feet, to point of beginning. Containing 0.93 acres, more or less in addition to present right of way.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

Should said easement or right of way cease to be used for the purpose herein granted, the same shall revert to the State of Oklahoma or assignee, and all rights and privileges herein granted shall thereupon cease and terminate.

IT IS hereby expressly understood and agreed that the party of the second part shall settle with the Agricultural Lessees of said land for any damage that may sustain to their improvements and crops, by reason of construction on said right of way.

IN WITNESS WHEREOF, The Commissioners of the Land Office of the State of Oklahoma, have caused these presents to be executed by their chairman and attested by their secretary, on the day and date first above mentioned.

COMMISSIONERS OF THE LAND OFFICE OF THE STATE  
OF OKLAHOMA.

by H. J. Holloway, governor, and  
Chairman.

attest: Walter McKatt, secretary.

(SEAL)

State of Oklahoma, County of Comanche, SS

This instrument was filed for record on the 20 day of Dec. 1929 at 9:30 a m and duly recorded in book 234 on page 251.

(SEAL)

F. P. Aycock, county clerk.

ep hours  
#4  
N/A

Filed:  
@ 12-20-29  
@ 9:30 AM  
Book 224  
Page 251

0038

564 111883

EASEMENT

Approved \_\_\_\_\_  
Accepted \_\_\_\_\_

COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA  
Oklahoma City, Oklahoma

No. 564-111883  
-SBOI No. 1428

#15

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made and entered into this, the 19<sup>th</sup> day of June, 1921, by and between the Commissioners of the Land Office of the State of Oklahoma, hereinafter designated as the party of the first part, and Oklahoma Turnpike Association, hereinafter designated as the party of the second part,

WITNESSETH that in consideration of the sum of Two Thousand Eight Hundred Dollars (\$2,800.00) in cash, which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and easement of permanent Easement for turnpike purposes only, covering the following described land situate in Comanche County, State of Oklahoma:

That part of the NE 1/4 of Section 36, T4N-R11W in Comanche County, Oklahoma, described by metes and bounds as follows:

Beginning at a point on the West line of said NE 1/4 at a distance of 678.3 feet North of the Southwest corner of said NE 1/4, thence North along said West line a distance of 219 feet thence East a distance of 371.4 feet thence Northeast on a curve to the left having a radius of 9961.0 feet a distance of 937.3 feet thence N 30° 08' E a distance of 125.0 feet thence West a distance of 142.1 feet to a point on the West line of said NE 1/4 thence North along said West line a distance of 100.0 feet to the Northwest corner of said NE 1/4 thence East along North line of said NE 1/4 a distance of 2,052.0 feet to the Northeast corner of said NE 1/4 thence South along the East line of said NE 1/4 a distance of 100.0 feet thence West a distance of 1,151.9 feet thence South easterly on a curve to the right having a radius of 10,261.0 feet a distance of 1,742.6 feet thence S 49° 53' E a distance of 150.0 feet thence Southwesterly on a curve to the right having a radius of 10,261.0 feet a distance of 70.0 feet to the point of beginning, containing 22.66 acres, more or less.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

This Easement shall not be transferred in whole or in part, except by deed or other writing which legal title to said land tender in the State, without filing the same with the office of the Commissioners of the Land Office, a copy of which shall be filed and approved of records of the State. Should any of the parties to this Easement hereafter die or become insane, the heirs, executors, administrators, assigns and assigns of the same shall severally, in the State of Oklahoma, and all courts and courts of record therein, be bound to enforce the same.

It is hereby expressly understood and agreed that the party of the second part shall not be liable for any agricultural taxes on said land for any damages that may be sustained by improvements and/or crops by reason of construction or maintenance of this Easement.

WITNESSETH that the Commissioners of the Land Office of the State of Oklahoma have read the above and the same shall be executed by their Chairman or Vice Chairman and attested by their Secretary on the date first above written.

COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA

Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

Filed: 8-24-62  
@ 1:00 PM  
Book 564  
Page 693

COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA  
BUREAU

Traced \_\_\_\_\_  
Reviewed \_\_\_\_\_  
Approved \_\_\_\_\_

Instrument No. 6743  
Account No. CE 1428

#16

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE COMMISSIONERS OF THE LAND OFFICE OF THE STATE OF OKLAHOMA, HEREINAFTER DESIGNATED AS THE OFFICE OF THE FIRST PART, BY AND BETWEEN THE PARTIES HERETO, THIS 17th day of January, 1961, at Oklahoma City, Oklahoma, and The Oklahoma State Bar Association, Oklahoma City, Oklahoma, as the second part.

TO HAVE AND TO HOLD unto the heirs, assigns and assigns of the said party of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, full power and convey unto the party of the second part, the full and free right to the aforementioned address and enjoyment of a PERMANENT Easement for Right-of-way containing only, covering the following described land situated in COMANCHE County, State of Oklahoma.

A strip, piece or parcel of land lying in the NE 1/4 of Section 16, T4N, R11W in Comanche County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning as a point on the present South right-of-way line of U. S. Highway No. 277, said point being the intersection of said South right-of-way line and the present East right-of-way line of the H. E. Bailey Turnpike, thence East along said South right-of-way line a distance of 571.53 feet, thence S00°07'51"W a distance of 199.40 feet, thence S69°29'53" a distance of 731.96 feet, thence S51°30'45"W a distance of 399.20 feet to a point on the present East right-of-way line of the H. E. Bailey Turnpike, thence Northeasterly along said East right-of-way line a distance of 823.74 feet to point of beginning.

Also beginning at a point on the present South right-of-way line of U. S. Highway No. 277, said point being the intersection of said South right-of-way line and the present West right-of-way line of the H. E. Bailey Turnpike, thence West along said South right-of-way line a distance of 260.06 feet, thence S11°13'17"W a distance of 637.72 feet to a point on the present West right-of-way line of the H. E. Bailey Turnpike, thence Northeasterly along said West right-of-way line a distance of 733.71 feet to point of beginning.

Containing 7.76 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

The fee simple title in and to the above described real estate, excepting oil and other mineral rights, but including dirt, rock, gravel, sand and other road-building materials.

STATE OF OKLAHOMA  
COMANCHE COUNTY  
RECORDED  
JAN 17 1961 PM 8:11  
A.D. 4078  
BOTH PARTIES HERETO  
AND ALL INTERESTS  
HEREIN HAVE BEEN  
PROPERLY AND LEGALLY  
ADVISED BY THE  
NOTARY PUBLIC AND  
DEPUTY

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION

PROVIDED, however that it is expressly agreed and understood and agreed by the party of the second part that the granting of this easement does not in any way permit the party of the second part to interfere with the party of the first part, its successors and assigns, in the exercise of its free and uninterrupted access, use and enjoyment of the whole of the premises covered by the above described easement. It is further understood by the party of the second part that interference with party of the first part or its successors and assigns, free use and enjoyment of the premises shall constitute forfeiture of all of the party of the second part's right, title and interest in the above described property. Upon failure to show the cause as to why this agreement should not be cancelled for such interference, party of the second part agrees to remove all of its property, whether real, personal or mixed, within thirty (30) days from the date of receipt of notice to remove its property.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without having the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of transfer fee and written approval of parties of the first part. Except party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, for a period of not more than one (1) year the same shall revert to the State of Oklahoma or its assigns; and all rights and privileges herein granted shall thereupon cease and terminate. It is understood and agreed by and between the parties hereto that such cessation of usage of the above described premises and use thereof for a period of One (1) year or more shall constitute abandonment of this easement, and in consideration of the execution of this easement, party of the second part does grant, bargain, sell and convey all of its right, title and interest in the premises to party of the first part, its successors and assigns, in the event of abandonment as above stated.

It is hereby expressly understood and agreed that the party of the second part shall remain with the surface lessee of said land for any damages that may be sustained to improvements and/or crops, by reason of construction by the party of the first part of this easement, with the further understanding that party of the first part is neither entitled to nor responsible for payment of the interest of such easement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Secretary, on the date first above written.

17  
Attn: Walter S...  
Okla. Surgical Authority  
6544 11357 Okla. City 73152  
COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA

TRANSFER OF ASSIGNMENT

STATE OF OKLAHOMA  
 COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ to me known to be the identical person who signed the name of the maker thereof 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 said corporation, for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_

Notary Public

STATE OF OKLAHOMA  
 COUNTY OF \_\_\_\_\_

ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ to me known to be the identical person who signed the name of the maker thereof 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 said corporation, for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_

Notary Public

No. 6792  
 EASEMENT  
 From  
 COMMISSIONERS OF THE LAND OFFICE  
 STATE OF OKLAHOMA  
 To  
 The Oklahoma Turnpike Authority  
 1500 N. Stanton, Okla. City, Ok. 73121

Filed and recorded in the Office of the Commissioners of the Land Office of the State of Oklahoma on the 20th day of January, 1931, and entered in the Easement Record No. 4 on Page 33.

M. R. HANCOCK  
 Secretary  
 STATE OF OKLAHOMA  
 COUNTY OF \_\_\_\_\_

I hereby certify that this instrument was filed for record and properly indexed in my office on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes of \_\_\_\_\_ M., and is recorded in Book No. \_\_\_\_\_ of \_\_\_\_\_ on Page \_\_\_\_\_ of \_\_\_\_\_

WITNESS my hand and official seal on the day and year above written.

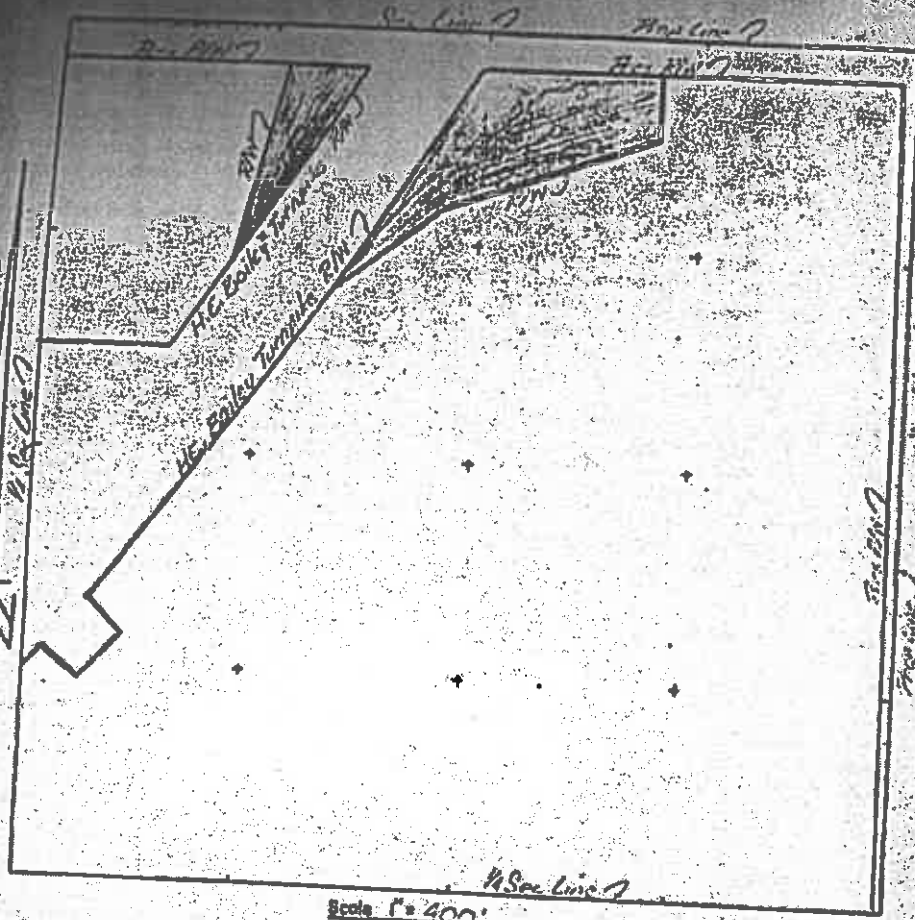
Register of Deeds, \_\_\_\_\_ County  
 Deputy \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, personally appeared \_\_\_\_\_ Secretary, to me known to be the identical person who signed the name of the Commissioners of the Land Office of the State of Oklahoma to the foregoing instrument as its Secretary, 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 the Commissioners of the Land Office of the State of Oklahoma for the uses and purposes therein set forth.

*M. R. Hancock*  
 Notary Public

1-15-31

Sec 16, T. 12N, R. 11W



Scale 1" = 400'

Area Gross	
Existing R/W	160.00 Acres
New R/W	22.64 Acres
Total	182.64 Acres
Right East 117.77 - Right West 11.81	7.74 Acres
Change R/W	129.50 Acres
Imp. R/W ( )	Acres
Imp. R/W ( )	Acres
Imp. R/W ( )	Acres

Project No. SAP-16(64)  
 Parcel No. 1  
 County Cornwall

4300-210

PSO  
P.O. Box 1068  
Chickasha, OK 73023-1068

Agent: John Frank/Roger Forte  
Area: D-6098 WO # DBS0005770  
Address: 7347 NE Hwy 277, Elgin  
Easement No.: OK042004

REC.   
COMP. \_\_\_\_\_  
MISC. \_\_\_\_\_  
MISC. \_\_\_\_\_

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

#17

That: **Camilla Elaine Hart**, a single person, hereinafter referred to as "Grantor(s)", for the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which as consideration for any and all direct and indirect, current damage, injury or diminution in value to the property covered by this easement, or the property of Grantor(s) adjacent thereto is hereby acknowledged, hereby grants, bargains, sells, and conveys unto **PUBLIC SERVICE COMPANY OF OKLAHOMA**, an Oklahoma corporation, its successors and assigns, hereinafter referred to as "Grantee", an easement consisting of the perpetual right, privilege and authority to construct, operate, maintain, reconstruct and remove a line or lines of structures with wires, fixtures and other equipment related thereto (whether located on the ground or on said structures) for the transmission of electrical current and other forms of energy and for the transmission or communication of data, audio and video information upon, over, under and across a parcel of land owned by Grantor(s). Such tract or parcel is located in Section 36, Township 4 North, Range 11 West, I.M., Comanche County, State of Oklahoma, and is described as follows:

Beginning at a point 100.45 feet South and 512.5 feet West of the NE corner of the NE 1/4 of Section 36-T4N-R11W, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof; Thence West 205.00 feet; Thence South 333.00 feet; Thence East 205.00 feet; Thence North 333.00 feet to the point of beginning.

The easement and right-of-way hereby granted is more fully described as follows:

The East ten (10) feet of the North sixty (60) feet of the above described tract;

AND

Two and one-half (2 1/2) feet on each side of a service cable as installed, extending from the nearest service pedestal, pad mounted transformer or transformer pole to the metering point(s) located on the structure(s) situated on the above described tract.

Said right-of-way to be ten (10) feet and five (5) feet in width.

For the same consideration, Grantor further grants unto said Grantee, the perpetual right, privilege and authority: to cut down, trim, treat and dispose of any trees and undergrowth on said easement or on the Grantor's property contiguous thereto which, in Grantee's sole judgment, interfere or threaten to interfere with Grantee's structures, lines, fixtures and equipment, or with Grantee's ability to construct, operate, maintain, reconstruct or remove said structures, lines, fixtures and equipment; to prevent the placement of any structure within said easement; to set the necessary guy and brace poles or anchors and to attach all necessary guy wires thereto; to enter upon the said easement over, under and across the Grantor's other property adjacent to said easement for the purpose of constructing, operating, maintaining, reconstructing and removing its said structures, lines, fixtures and equipment; and to construct, operate, maintain, reconstruct, and remove such line or lines upon, over, under and across said easement.

BN 4300  
Pg 10-211  
DATE 02/23/04 16:48:53  
Filing Fee \$15.00  
Notary Tax \$0.00  
State of Oklahoma  
County of COMANCHE  
COMANCHE County Clerk  
CHANDLEY MAGUIRE  
L.M.



The failure of Grantee to exercise any of the rights granted hereby, in whole or in part, for any period of time shall not be deemed to constitute a waiver, release, abandonment or limitation of such easement, right, privilege or authority. Grantor(s) hereby reserves the right to make such use of the land included within the easement as is not inconsistent with the rights, privileges and authorities granted hereby.

Grantor(s) hereby warrants unto Grantee that Grantor(s) will defend the easement and all rights, privileges and authorities hereby granted against every person or persons who may lawfully claim an interest in the property of Grantor(s) contrary thereto. Grantor(s) hereby acknowledges that this document contains the entire agreement between Grantor(s) and Grantee regarding the easement, rights, privileges and authority granted herein and that Grantor(s) is not relying upon any oral or written representations or assurances given by Grantee in connection with the negotiations for this document. Any special agreements between Grantor(s) and Grantee shall be in writing, and signed by both parties.

SIGNED AND DELIVERED this 5<sup>th</sup> day of Feb, 2004.

  
Camilla Elaine Hart

(Individual Acknowledgment)

State of Oklahoma )  
  )SS.  
County of Comanche )

The foregoing instrument was acknowledged before me this 5 day of Feb, 2004, by Camilla Elaine Hart, a single person.



  
Notary Public

My Commission Expires: 3-20-05  
My Commission Number: 01003020

EASEMENT

Easement No. 8576  
Account No. Parts of 101429, 101430 and 101428

JP

STATE OF OKLAHOMA  
COUNTY OF COMANCHE  
COMANCHE COUNTY CLERK  
EARLENE SHRIVER  
\$29.00  
Documentary Tax \$0.00

**THIS EASEMENT** made and entered into the 14th day of February, 2007, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and City Of Elgin (GRANTEE) P.O. Box 510, Elgin, OK 73538:

#18

**WITNESSETH:** The CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant and convey unto the Grantee the right to the uninterrupted access and enjoyment of an Easement for drainage area roadway and utilities only covering land situate in Comanche County, State of Oklahoma, described as follows:

**Parts of S/2 SEC 36-T4N-R11WIM**

**Drainage Easement:** A parcel of land commencing at the Northeast corner of Section 36, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma; Thence S.00°06'18"W along the Eastern Section line a distance of 1040.00 feet to the point of beginning; Thence N.00°06'18"E a distance of 75.00 feet; Thence N.89°50'29"W a distance of 808.34 feet; Thence S.00°06'18"W a distance of 75.00 feet; Thence S.89°50'29"E a distance of 808.34 feet to the point of beginning. Containing 1.40 acres, more or less

**Drainage Easement:** A parcel of land commencing at the Northwest corner of the Northeast Quarter of Section 36, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma; Thence East along the North Section line a distance of 1329.03 feet to a point of intersection of the East right-of-way line of Interstate 44 and the North Section line of Section 36; Thence Southwesterly along the Interstate 44 right-of-way a distance of 1336.91 feet to the Point of Beginning; Thence S.35°29'05"W a distance of 53.45 feet; Thence S.75°12'56"E a distance of 273.10 feet; Thence Northeasterly along a curve to the left (tangent bears N.17°49'45"E), said curve having a radius of 962.50 feet and a central angle of 01°14'42", for an arc distance of 20.92 feet; Thence Northeasterly along a curve to the right (tangent bears N.28°14'36"E), said curve having a radius of 537.50 feet and a central angle of 18°04'24", for an arc distance of 189.55 feet; Thence S.66°26'37"W a distance of 219.83 feet; Thence N.75°12'56" W a distance of 116.44 feet to the point of beginning. Containing 0.52 acres, more or less.

**Drainage Easement:** A parcel of land commencing at the Northwest corner of the Northeast Quarter of Section 36, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma; Thence East along the North section line a distance of 1329.03 feet to a point of intersection of the East right-of-way line of Interstate 44 and the North section line of Section 36; Thence Southwesterly along the Interstate 44 right-of-way a distance of 2180.14 feet to the Point of beginning; Thence S.42°02'27"W a distance of 50.08 feet; Thence S.46°31'09"E a distance of 300.44 feet; Thence N.42°02'27"E a distance of 50.08 feet; Thence N.46°31'09"W a distance of 300.53 feet to the point of beginning. Containing 0.36 acres, more or less.

**Railroad Extension Easement:** A parcel of land commencing at the NE/corner of Section 36, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma, Thence S.00°06'18"W along the East Section line a distance of 2334.99 feet to the Point of Beginning; Thence S.00°06'18"W a distance of 31.29 feet; Thence S.40°05'16.64"W a distance of 3791.13 feet; Thence N.89°33'54.07"W a distance of 25.89 feet; Thence N.40°05'16.64"E a distance of 1098.97 feet; Thence S.79°22'39.64"W a chord distance of 360.58 feet; Thence S.89°58'57.51"W a distance of 536.82 feet; Thence N.00°09'31"E a distance of 100 feet; Thence N.89°58'57.51"E a distance of 538.41 feet; Thence N.65°09'37"E a chord distance of 692.24 feet; Thence N.40°05'16.64"E a distance of 2309.72 feet to the point of beginning. Containing 4.8 acres, more or less.

RECEIVED  
MAR 05 2007  
LAND OFFICE

form No. 187-A  
Revised 4/05

GODDLOVE, MAYHALL, DZIALO,  
DUTCHER, & ERWIN  
A Professional Corporation  
Attorneys at Law  
802 'C' Avenue  
P. O. Box 29  
Lawton, Oklahoma 73502

**Roadway and Utility Easement**

A parcel of land 75.00 feet wide centered on a line commencing at the Northeast corner of section 38, Township 4 North, Range 11 West; Indian Meridian, Comanche County, Oklahoma; Thence S.00°06'18"W along the Eastern Section line a distance of 927.50 feet to the Point of Beginning; Thence N.89°50'29"W a distance of 833.60 feet; Thence Northwesterly along a curve to the right (tangent bears N.82°20'29"W), said curve having a radius of 499.87 feet and a central angle of 15°00'00", for an arc distance of 130.87 feet; Thence N.74°50'29"W a distance of 13.24 feet; Thence Northwesterly along a curve to the left (tangent bears N.82°23'47"W), said curve having a radius of 500.00 feet and a central angle of 10°00'00", for an arc distance of 130.90 feet; Thence N.89°50'29"W a distance of 165.14 feet; Thence Southwesterly along a curve to the left (tangent bears S.53°40'57"W), said curve having a radius of 500.00 feet and a central angle of 72°57'07", for an arc distance of 836.63 feet; Thence Southwesterly along a curve to the right (tangent bears S.19°02'51"W), said curve having a radius of 1000.13 feet and a central angle of 03°40'54", for an arc distance of 64.27 feet; Thence Southwesterly along a curve to the right (tangent bears S.28°38'07"W), said curve having a radius of 1000.00 feet and a central angle of 15°29'39", for an arc distance of 270.43 feet; Thence Southwesterly along a curve to the right (tangent bears S.43°35'53"W), said curve having a radius of 10622.24 feet and a central angle of 13°21'55", for a chord length of 2398.3 feet to the point of ending. Containing 8.00 acres, more or less.

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is 135.4 acres. The term of the easement is permanent.

**NOTICE:** No structures other than the drainage area, roadway and utilities and line markers in fence rows may be placed upon or beneath the surface of the land under the terms and conditions of this Easement. The CLO, its surface lessees, successors and assigns reserve the right to use the surface for all purposes not inconsistent with the necessary servicing of the drainage area, roadway and utilities. Grantee shall revegetate the pasture land according to the specifications of the field technician of CLO.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should Grantee, its successors, heirs or assigns cease to use the land for the purposes granted for a period of not more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year or more shall constitute abandonment. In consideration of the execution of this easement, Grantee does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary

BY: Larry Thomas  
Larry Thomas, Mayor

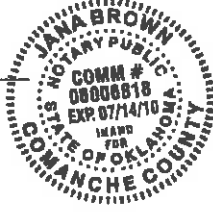
BY: Clifton H. Scott  
Clifton H. Scott, Secretary  
Commissioners of the Land Office

STATE OF OKLAHOMA )  
                                  ) ss.  
COUNTY OF Comanche )

ACKNOWLEDGEMENT

On this 7<sup>th</sup> day of March, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Jana Brown known to be the person who executed the foregoing instrument as its self and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Jana Brown  
My Commission Expires:  
Commission # 7/14/10



RECEIVED  
MAR 05 2007  
LAND OFFICE

STATE OF OKLAHOMA )  
                                  ) ss.  
COUNTY OF OKLAHOMA )

ACKNOWLEDGEMENT

On this 5<sup>th</sup> day of March, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Clifton H. Scott, known to be the person who executed the foregoing instrument as its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Katherina J. Costello  
My Commission Expires:  
Commission #:



No. 8576  
Vol. 818 Page  
Recorded 3/5/07  
By J. Delator  
(Records Clerk)

COUNTY OF COMANCHE  
STATE OF OKLAHOMA

SURVEYOR'S CERTIFICATE

I, Albert C. McDonald Jr., a Licensed Land Surveyor in the State of Oklahoma, do hereby certify that a careful survey was made under my direction of the lands described property as follows:

**PARCEL #1** A parcel of land commencing at the Southwest corner of the SE1/4 of Section 36, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma, which is also the Point of Beginning;

THENCE N. 00°07'58" E a distance of 873.26 feet;

THENCE N. 89°41'17" E a distance of 249.60 feet;

THENCE N. 49°22'43" E a distance of 974.74 feet;

THENCE N. 59°04'17" W a distance of 1346.12 feet;

THENCE Southwesterly along a curve to the right (bearing bears S. 47°31'03" W), said curve having a radius of 10633.56 feet and a central angle of 4°11'17" for an arc distance of 839.34 feet;

THENCE N. 39°43'19" W a distance of 371.4 feet;

THENCE Southwesterly along a curve to the right (bearing bears S. 52°11'58" W), said curve having a radius of 10560.56 feet and a central angle of 10°14'34" for an arc distance of 1824.65 feet;

THENCE S. 00°03'41" E a distance of 1172.77 feet to the SW corner of Section 36;

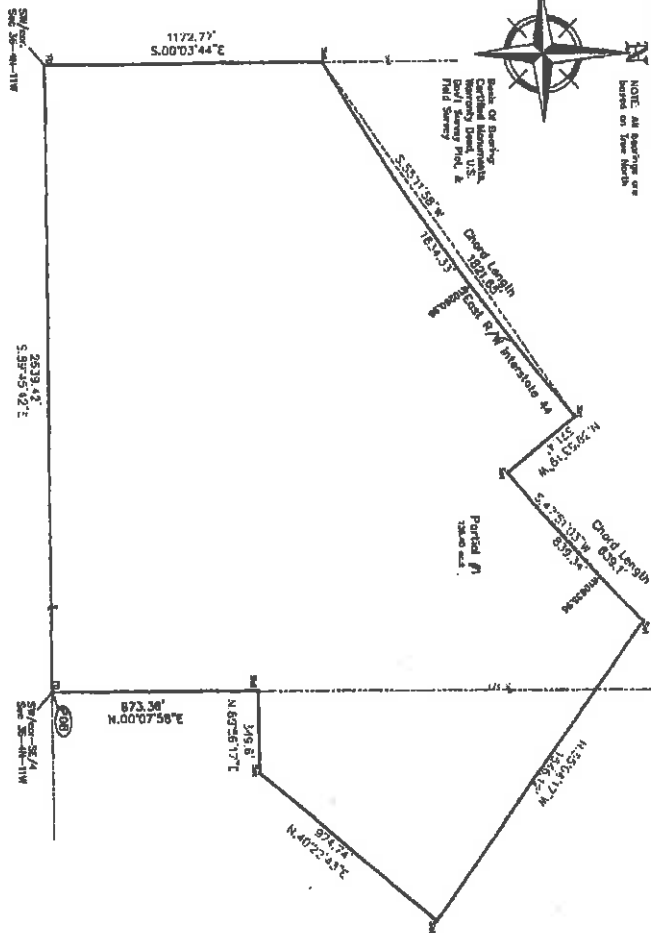
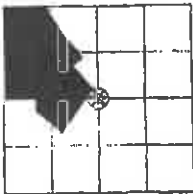
THENCE S. 89°49'12" E a distance of 2639.42 feet to the point of beginning. Containing 136.07 acres, more or less.

To Garret Engineers, LLC, Curtis Brown, PE, CFPS, and to whom & any consent, this is to certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as required by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors. This being a rural survey, I further certify that there are no visible encroachments across the property except as shown, and that this plat is a representation of said survey.

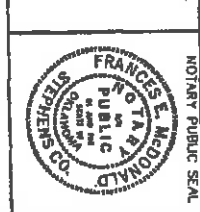
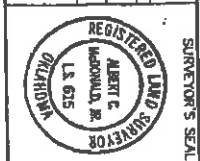
Witnessed my hand and seal this 5th Day of JAN 2007

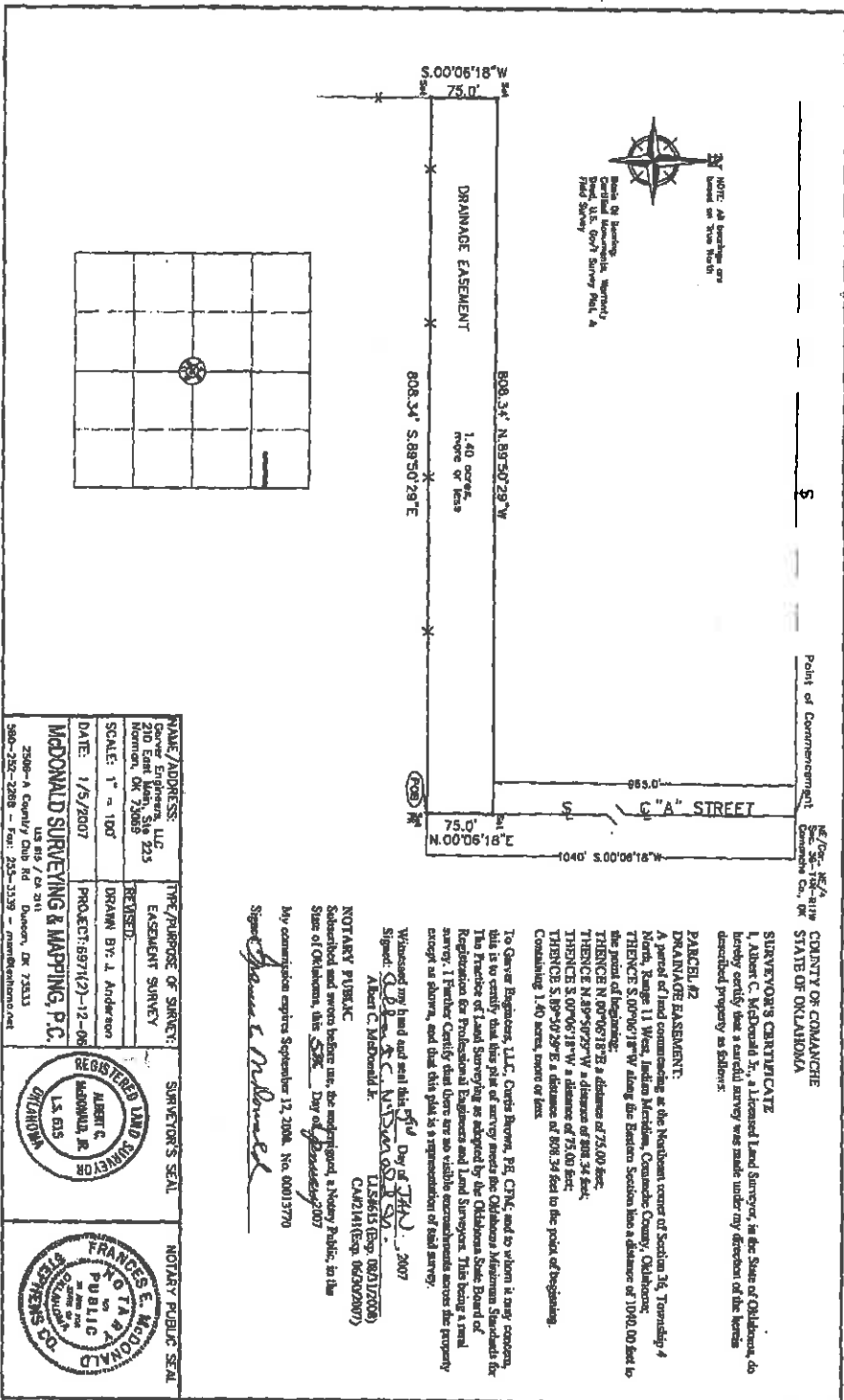
Signed: *Albert C. McDonald Jr.*  
Albert C. McDonald Jr. LLS6615 (Exp. 08/31/2009)  
CAD#14102cap 06/20/2007

NOTARY PUBLIC  
Subscribed and sworn before me, the undersigned a Notary Public, in the State of Oklahoma, this 5th Day of January 2007  
My commission expires September 12, 2008. No. 000131710  
Signed: *Frances E. McDonald*



NAME/ADDRESS: LLC 210 East Main, Ste 223 Norman, OK 73069	TYPE/PURPOSE OF SURVEY: BOUNDARY SURVEY
SCALE: 1" = 400'	DRAWN BY: J. Anderson
DATE: 1/5/2007	PROJECT: 6971(1)-12-06





NOTE: All bearings are  
 based on the  
 Central Meridian, North  
 Pole, U.S. Gov't Survey Plat. A  
 Field Survey

Point of Commencement  
 State of Oklahoma

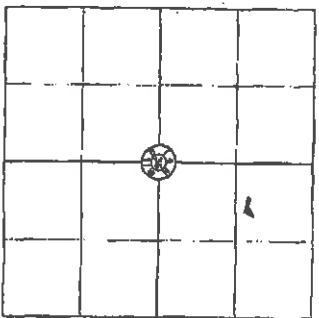
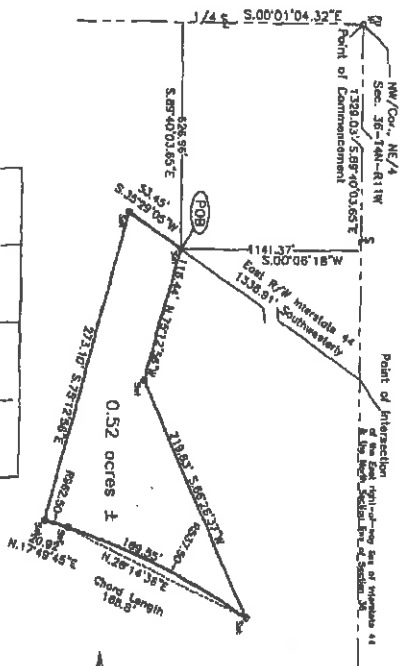
PARCEL #2  
 DRAINAGE EASEMENT  
 A portion of land containing at the Northeast corner of Section 16, Township 4  
 North, Range 11 West, Indian Meridian, County of Custer, Oklahoma,  
 THENCE S. 69°06'18\"/>

To: Grant R. Bingham, LLC, Custer County, OK, and to whom it may come, this is to certify that this plat of survey was prepared by me in accordance with the provisions of the Oklahoma Statutes, and that the same is a true and correct copy of the original as filed for record in the office of the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors. This being a final survey, I further certify that there are no visible errors on this survey except as shown, and that this plat is a representation of said survey.

Witnessed my hand and seal this 1st Day of July, 2007  
 Albert C. McDonald, Jr.  
 Notary Public  
 Commission Expires September 12, 2008, No. 00019700

NOTARY PUBLIC SEAL  
 Signature: *Albert C. McDonald, Jr.*

NAME/ADDRESS: Grant R. Bingham, LLC 210 East Main, Ste 225 Norman, OK 73069	TYPE/PURPOSE OF SURVEY: EASEMENT SURVEY	SURVEYOR'S SEAL REGISTERED LAND SURVEYOR ALBERT C. McDONALD, JR. LS 615 OKLAHOMA
SCALE: 1" = 100'	DRAWN BY: J. Anderson	NOTARY PUBLIC SEAL FRANCIS E. McDONALD NOTARY PUBLIC OKLAHOMA
DATE: 1/3/2007	PROJECT: 6971(2)-12-06	
MCDONALD SURVEYING & MAPPING, P.C. 2506-A Century Club Rd US 815 / CA 211 Duncan, OK 73533 580-292-2288 - Fax: 253-3339 - email@mcshom.com		



**NOTARY PUBLIC**  
 Subscribed and sworn to before me, the undersigned a Notary Public, in the State of Oklahoma, this 5th Day of December, 2007.  
 My commission expires September 17, 2008, No. 00013770  
 Signed: *Francis E. McDonald*



COUNTY OF COMANCHE  
 STATE OF OKLAHOMA  
**SURVEYOR'S CERTIFICATE**  
 I, Albert C. McDonald Jr., a Licensed Land Surveyor, in the State of Oklahoma, do hereby certify that a careful survey was made under my direction of the herein described property as follows:

**PARCEL #5**  
**DRAINAGE EASEMENT**  
 A parcel of land commencing at the Northwest corner of the Northern Quarter of Section 36, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma; THENCE East along the North Section line a distance of 1329.03 feet to a point of intersection of the East right-of-way line of Interstate 44 and the North Section line of Section 36; THENCE Southwesterly along the Interstate 44 right-of-way a distance of 1366.91 feet to the Point of Beginning;  
 THENCE S. 39° 49' 05" W, a distance of 2723.10 feet;  
 THENCE S. 72° 12' 36" W, a distance of 2723.10 feet;  
 THENCE Northwesterly along a curve to the left (bearing being N. 17° 04' 49" W), said curve having a radius of 862.50 feet and a central angle of 18° 04' 28", for an arc distance of 20.92 feet;  
 THENCE Northwesterly along a curve to the right (bearing being N. 20° 14' 18" W), said curve having a radius of 317.50 feet and a central angle of 18° 04' 28", for an arc distance of 169.55 feet;  
 THENCE S. 68° 26' 57" W, a distance of 219.83 feet;  
 THENCE N. 79° 12' 56" W, a distance of 116.44 feet to the point of beginning.  
 Containing 0.52 acres, more or less.

To Gener Engineering, LLC, Curtis Brown, PE, CFM, and to whom it may concern, this is to certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors. This being a final survey. I further certify that there are no visible encroachments across the property except as shown, and that this plat is a representation of said survey.

Witnessed my hand and seal this 5th Day of December, 2007.  
 Signed: *Albert C. McDonald Jr.*  
 Albert C. McDonald Jr.  
 LICENSED (Exp. 01/31/2008)  
 CAS2141(Exp. 06/30/2007)

NAME/ADDRESS Gener Engineering, LLC 210 East Main Street Norman, OK 73069	TYPE/PURPOSE OF SURVEY EASEMENT SURVEY	SURVEYOR'S SEAL REGISTERED LAND SURVEYOR ALBERT C. McDONALD JR. 15.635 OKLAHOMA	NOTARY PUBLIC SEAL FRANCIS E. McDONALD NOTARY PUBLIC OKLAHOMA
SCALE: 1" = 80'	DRAWN BY: J. Anderson		
DATE: 1/5/2007	PROJECT: 6971(S)-12-06		
<b>MCDONALD SURVEYING &amp; MAPPING, P.C.</b>			
2501-A Grandy Club Rd 580-252-2298 - Fax: 252-3339 - mmp@cdm.com			

660X 5302 of 161

COUNTY OF COMANCHE  
STATE OF OKLAHOMA

**SURVEYOR'S CERTIFICATE**

I, Albert C. McDonald Jr., a Licensed Land Surveyor, in the State of Oklahoma, do hereby certify that a certain survey was made under my direction of the herein described property as follows:

**PARCEL #4 DRAINAGE EASEMENT:**

A piece of land commencing at the Northwest corner of the Northeast Quarter of Section 36, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma;

THENCE East along the North section line a distance of 1328.03 feet to a point of intersection of the East right-of-way line of Interstates 44 and the North section line of Section 36;

THENCE Southwesterly along the Interstate 44 right-of-way a distance of 2180.14 feet to the Point of Beginning;

THENCE S. 43°20' 00" W a distance of 30.08 feet;

THENCE S. 46°31' 09" E a distance of 300.44 feet;

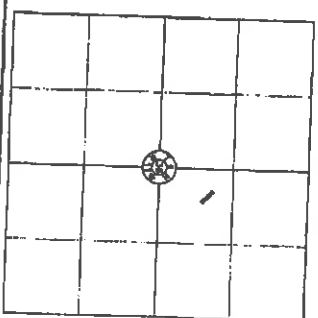
THENCE N. 42° 02' 27" E a distance of 50.08 feet;

THENCE N. 46° 31' 09" W a distance of 300.53 feet to the point of beginning. Containing 0.36 acres, more or less.

To Grant: Engineers, LLC, Curtis Brown, PE, CFM, and to whom it may concern, this is to certify that this plat of survey meets the Oklahoma Minimum Standards for Registration for Professional Engineers and Land Surveyors. This being a total survey; I further certify that there are no visible encroachments across the property except as shown, and that this plat is a representation of said survey.

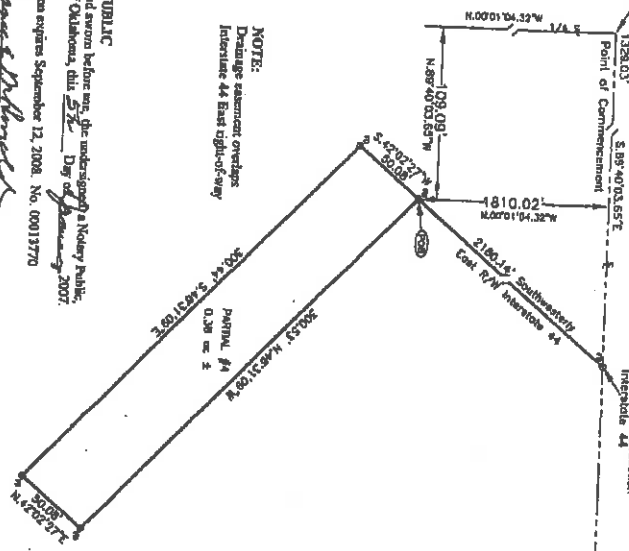
Witnessed my hand and seal this 5<sup>th</sup> Day of JAN 2007

Signed: *Albert C. McDonald Jr.*  
Albert C. McDonald Jr. LS56615 (Exp. 08/31/2008)  
CA22141 (Exp. 08/31/2007)



State of Oklahoma,  
Board of Surveying,  
Creating, Maintaining, &  
Enforcing Property Boundaries

NW 1/4 Sec. 36-1N-11W  
Point of Commencement  
S. 89° 40' 03.65" E  
1810.02'  
M. 26° 34' 10.02" W  
2180.14'  
Point of Intersection Interstate 44



NOTE:  
Drainage easement overlaps  
Interstate 44 East right-of-way

**NOTARY PUBLIC**  
Subscribed and sworn before me, the undersigned Notary Public, in the State of Oklahoma, this 5<sup>th</sup> Day of January 2007.  
My commission expires September 12, 2008. No. 00013770  
Signed: *Frances E. McDonald*

NAME/ADDRESS: Curtis Brown, PE, CFM 210 East Main, S#8 223 Norman, OK 73069	TYPE/PURPOSE OF SURVEY: EASEMENT SURVEY	SURVEYOR'S SEAL REGISTERED LAND SURVEYOR ALBERT C. McDONALD JR. LA 615 OKLAHOMA
DATE: 1/5/2007	DRAWN BY: J. Anderson	NOTARY PUBLIC SEAL FRANCES E. McDONALD NOTARY PUBLIC OKLAHOMA
<b>McDONALD SURVEYING &amp; MAPPING, P.C.</b> 2500-L County Club Rd Dawson, OK 73833 940-282-2288 - Fax: 282-3538 - mcdonald@msm.com		

COUNTY OF CONANGO  
STATE OF OKLAHOMA

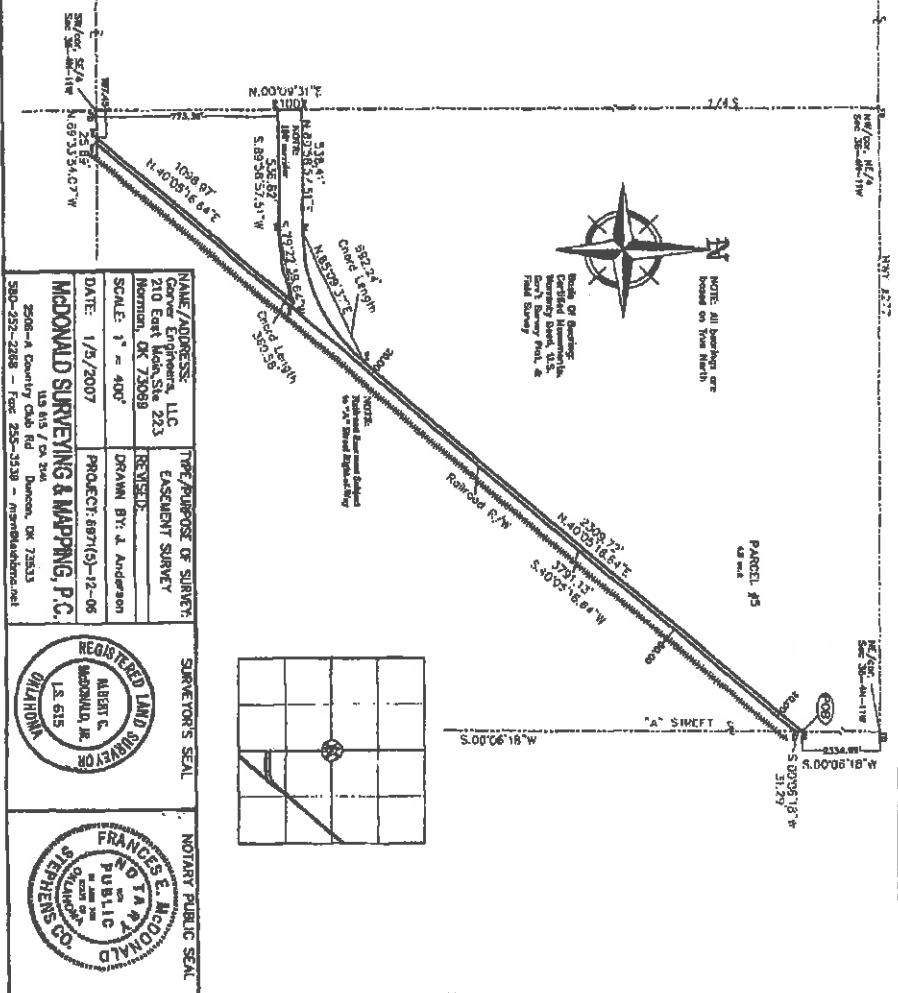
**SURVEYOR'S CERTIFICATE**  
I, Albert C. McDonald, Jr., a Licensed Land Surveyor in the State of Oklahoma, do hereby certify that a certain survey was made under my direction of the herein described property as follows:

**PARCEL #5** A parcel of land commencing at the Northeast corner of Section 36, Township 9 North, Range 11 West, Indian Meridian, Conocochee County, Oklahoma, THENCE S 0° 09' 18" W 8100.00 feet to the East Section line a distance of 234.59 feet to the point of beginning of 1.29 acres;  
THENCE S 40° 05' 16.64" W a distance of 3791.13 feet;  
THENCE N 89° 33' 14.07" W a distance of 25.89 feet;  
THENCE N 40° 09' 16.64" E a distance of 1008.97 feet;  
THENCE S 89° 38' 57.51" W a distance of 340.38 feet;  
THENCE N 09° 09' 31.71" E a distance of 100 feet;  
THENCE N 69° 18' 57.77" E a distance of 538.41 feet;  
THENCE N 40° 09' 16.64" E a distance of 699.24 feet to the point of beginning,  
Containing 4.8 acres, more or less.

To Garner Engineers, LLC, Curtis Brown, JR., CREA, and to whom it may concern, this is to certify that this plan of survey meets the Oklahoma Minimum Standards for The Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors. This being a rural survey, I further certify that there are no visible encroachments across the property except as shown, and that this plan is a representation of said survey.

Witnessed my hand and seal this 5<sup>th</sup> Day of July 2007  
Signed: Albert C. McDonald, Jr.  
Albert C. McDonald, Jr.  
LS 5815 (Exp. 08/31/2008)  
CA2214 (Exp. 08/31/2007)

**NOTARY PUBLIC**  
Subscribed and sworn before me the undersigned a Notary Public in the State of Oklahoma, this 5<sup>th</sup> Day of July, 2007  
My commission expires September 12, 2008. No. 00013770  
Signed: Francis E. McDonald



<b>NAME/ADDRESS:</b> Garner Engineers, LLC 210 East Main, Ste. 223 Norman, OK 73069	<b>TYPE/PURPOSE OF SURVEY:</b> EASEMENT SURVEY
<b>DATE:</b> 1/9/2007	<b>REVISION:</b>
<b>SCALE:</b> 1" = 400'	<b>DRAWN BY:</b> J. Anderson
<b>PROJECT:</b> 8971(5)-12-06	

**REGISTERED LAND SURVEYOR**  
ALBERT C. McDONALD, JR.  
LS 5815  
OKLAHOMA

**NOTARY PUBLIC SEAL**  
FRANCIS E. McDONALD  
NOTARY PUBLIC  
OKLAHOMA  
CO. STEPHENS

COUNTY OF COMANCHE  
STATE OF OKLAHOMA

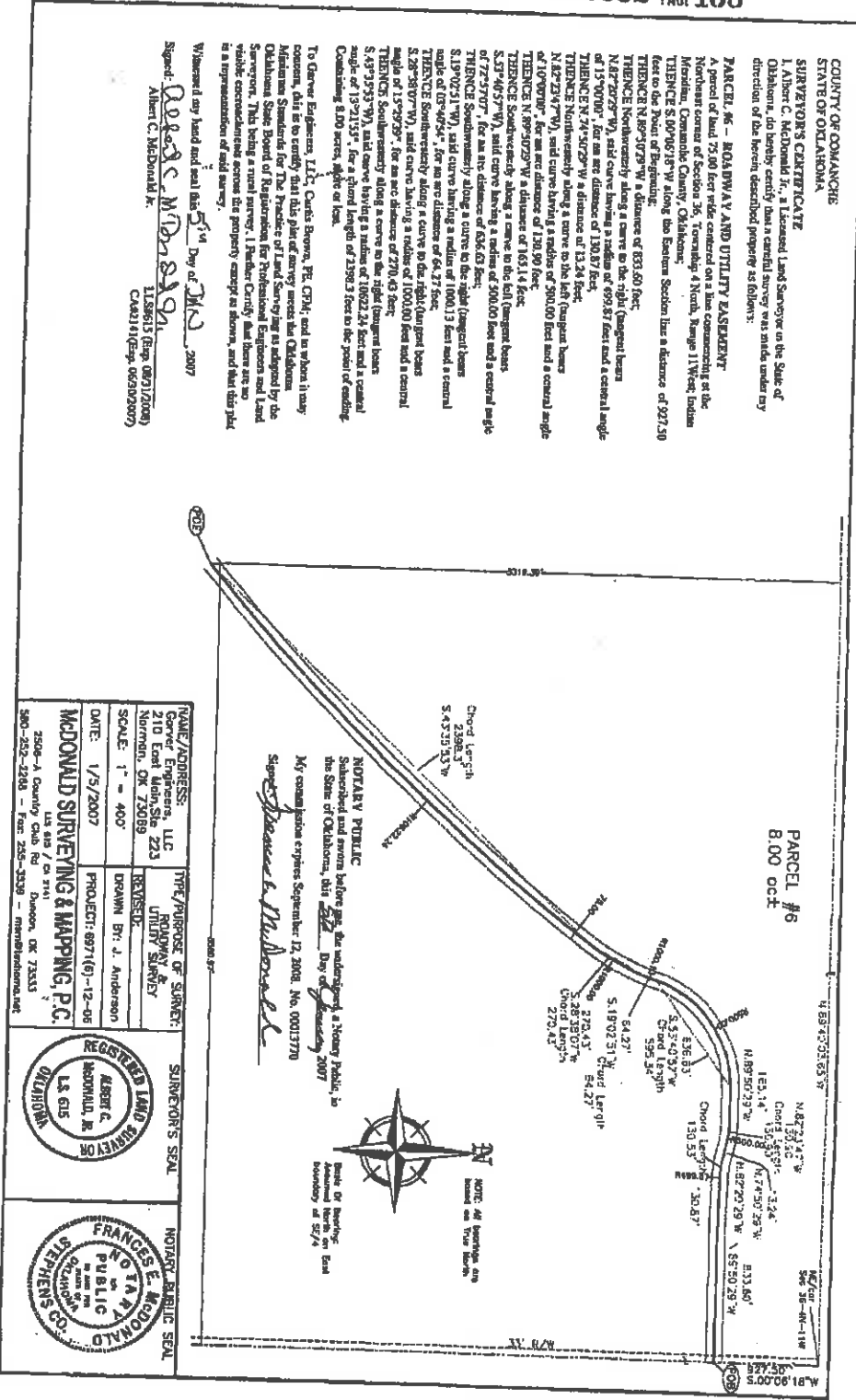
**SURVEYOR'S CERTIFICATE**  
I, Albert C. McDonald Jr., a Licensed Land Surveyor on the State of Oklahoma, do hereby certify that a certain survey was made under my direction of the herein described property as follows:

**PARCEL #6 - ROADWAY AND UTILITY EASEMENT**

A parcel of land 75.00 feet wide centered on a line commencing at the Northeast corner of Section 35, Township 4 North, Range 11 West, Indian Meridian, Comanche County, Oklahoma.  
 THENCE S 00°06'18"W along the Eastern Section line a distance of 327.50 feet to the Point of Beginning;  
 THENCE N 89°57'29"W a distance of 831.60 feet  
 THENCE Northwesterly along a curve to the right (tangent bears N 42°20'29"W), said curve having a radius of 699.87 feet and a central angle of 15°00'00"; for an arc distance of 130.87 feet;  
 THENCE N 74°50'29"W a distance of 13.24 feet;  
 THENCE Northwesterly along a curve to the left (tangent bears N 82°24'49"W), said curve having a radius of 590.00 feet and a central angle of 10°00'00"; for an arc distance of 120.90 feet;  
 THENCE N 89°50'29"W a distance of 1651.4 feet;  
 THENCE Southwesterly along a curve to the left (tangent bears S 33°46'57"W), said curve having a radius of 500.00 feet and a central angle of 72°37'07"; for an arc distance of 626.63 feet;  
 THENCE Southwesterly along a curve to the right (tangent bears S 19°02'51"W), said curve having a radius of 1000.13 feet and a central angle of 03°40'54"; for an arc distance of 64.27 feet;  
 THENCE Southwesterly along a curve to the right (tangent bears S 28°38'07"W), said curve having a radius of 1000.00 feet and a central angle of 13°29'29"; for an arc distance of 270.43 feet;  
 THENCE Southwesterly along a curve to the right (tangent bears S 44°13'29"W), said curve having a radius of 1002.24 feet and a central angle of 13°21'23"; for a point length of 2398.3 feet to the point of ending. Containing 8.00 acres, more or less.

To Govern Engineers, LLC, Chris Brown, PE, CPA; and in whom it may concern, ditto as to comply with this part of survey record the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors. This being a rural survey, 1/4 Section Corridor, there are no visible considerations across the property except as shown, and that this plat is a representation of said survey.

Witnessed my hand and seal this 5<sup>th</sup> Day of May, 2007  
 Signed: *Albert C. McDonald Jr.*  
 Albert C. McDonald Jr.  
 1158611 (Reg. 08/1/2009)  
 CA#219122 (Exp. 08/30/2007)



NAME/ADDRESS: Garver Engineers, LLC 210 East Main, Ste 223 Norman, OK 73069	TYPE/PURPOSE OF SURVEY: ROADWAY & UTILITY SURVEY
DATE: 1/5/2007	REVISIONS: DRAWN BY: J. Anderson
SCALE: 1" = 400'	PROJECT: 8971(6)-12-08

**McDONALD SURVEYING & MAPPING, P.C.**  
 2508-A County Club Rd. Duncan, OK 73313  
 580-252-2290 - Fax: 252-3339 - mem@dmmsurvey.com

REGISTERED LAND SURVEYOR  
 ALBERT C. McDONALD, JR.  
 OKLAHOMA

NOTARY PUBLIC SEAL  
 FRANCES E. McDONALD  
 PUBLIC NOTARY  
 OKLAHOMA  
 STEPHENS

**NOTARY PUBLIC**  
 Subscribed and sworn before me, the undersigned a Notary Public, in the State of Oklahoma, this 5<sup>th</sup> Day of May, 2007.  
 My commission expires September 12, 2008. No. 00013770  
 Signed: *Frances E. McDonald*



#19

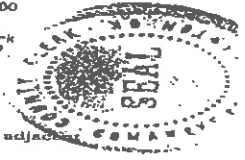
BOOK 3555 PAGE 302

ORDINANCE #00-07

Doc # 000000001004454  
DATE 03/21/01 15:22:03  
Filing Fee \$6.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of COMANCHE  
County Clerk  
COURT HOUSE

REC.   
COMP.   
MISC.   
MISC.

AN ORDINANCE OF THE CITY OF ELGIN, OKLAHOMA, EXTENDING THE CORPORATE LIMITS OF SAID CITY; DESIGNATING THE CONTIGUOUS TRACTS INCLUDED IN SUCH EXTENSION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.



Whereas, the tracts of land hereinbelow designated have been determined by the Elgin City Council to be adjacent and contiguous to the present corporate limits of said City; and  
Whereas, the owners of one hundred percent (100%) interests in said tracts have given written consent to this annexation by the City of Elgin, Oklahoma; and  
Whereas, the annexation of said tracts is consistent with the City's adopted annexation Policy Resolution.

NOW, THEREFORE, BE IT ORDAINED, By the Mayor and City Council of the City of Elgin, Oklahoma:

SECTION 1. Elgin Corporate Limits Extended by annexation.

Consistent with the City's adopted annexation Policy Resolution, the corporate limits of the city of Elgin, Oklahoma, are hereby extended, in accordance with 11 O.S. 1991, as amended, Section 21-103, to include all of the following area:

Section 36 T-4 -N, R-11-W, Farm 4-N-11-W, L.M. . Beginning at a point 100.45 feet S and 512.5 feet W of NE Corner of the NE/4 Thence W 205 feet, S 333 feet, E 205 feet, N 333 feet to the point of Beginning.

SECTION 2. Conflicting Ordinance Repealed.

All Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. Emergency.

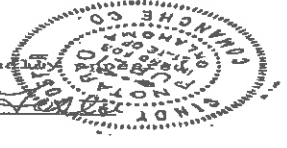
It being necessary for the preservation of the public health, safety and welfare of the residents of the City of Elgin, Oklahoma, that the corporate limits of said City be expanded to accommodate the needs of the community, an emergency is hereby declared to exist, by reason whereof the provisions of the Ordinance shall be in full force and effect immediately upon its approval and adaption, as required by law.

PASSHD, APPROVED AND ADOPTED this 13<sup>th</sup> day of June 2000.

*James Thomas*  
Mayor

*16 February 2005*

*Cindy L. Foster*  
Notary Public



CITY OF ELGIN Box 310 ELGIN OK 73338

13-

BOOK 3689 PAGE 28

REC.	<input checked="" type="checkbox"/>
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Doc # 0000001018937  
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 Filing Fee 13.00  
 Documentary Tax 10.00  
 State of Oklahoma  
 County of COMANCHE  
 COMANCHE County Clerk  
 CHELSEA MERRILL

#20

ORDINANCE NO. 01-08

AN ORDINANCE OF THE CITY OF ELGIN, OKLAHOMA, ANNEXING CERTAIN PROPERTIES BY WRITTEN CONSENT, IN ACCORDANCE WITH THE CITY'S ANNEXATION POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, both of the following properties or tracts involve written consent for purposes of annexation; and

WHEREAS, it is in the best long-term interests of said City to annex both tracts.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Elgin, Oklahoma:

SECTION 1. Following Tracts Annexed Into City.

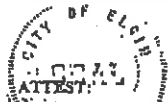
1: In accordance with the Annexation Policy of the City of Elgin, Oklahoma, the following tracts are hereby annexed into said City:

- a. Tract One (Cemetery): Beginning at a point 136 feet South of the Northwest Corner of the NW ¼ of Section 33, T-4-N, R-10-W, 1.M.; thence South a distance of 635 feet; thence East a distance of 440 feet, thence North to the South right-of-way-line of Highway 17 a distance of 439.5 feet; thence Northwesterly along the South right-of-way line of Highway 17 a distance of 479.05 feet to the point of beginning; containing 5.38 acres more or less, in Comanche County, Oklahoma.
- b. Tract Two (Industrial Park): All of Section 36, Township Four North, Range Eleven West (T-4-N, R-11-W) in Comanche County, Oklahoma, containing 640 acres.

SECTION 2. Emergency.

It being immediately necessary for the preservation of the public health, peace, safety and welfare of the citizens of the community that these revisions be placed into effect as soon as possible, an emergency is hereby declared to exist, by reason whereof this Ordinance shall take full force and effect immediately upon its passage and approval, as provided by Law.

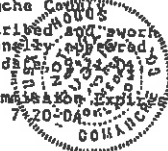
PASSED, APPROVED AND ADOPTED this 11<sup>th</sup> day of September, 2001.



*Chelsea Merrill*  
City Clerk

*Larry Thomas*  
Mayor

State of Oklahoma  
Comanche County  
Subscribed and sworn to before me personally by *Larry Thomas*, on this date.



*Susan Holub*  
Notary

City of Elgin PO Box 310 Elgin, OK 73538

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REC.	<input checked="" type="checkbox"/>
COMP.	<input type="checkbox"/>
MISC.	<input type="checkbox"/>
MISC.	<input type="checkbox"/>

Doc # 2005005431  
 Bk 4625  
 Ps 141-145  
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 Filings Fee \$61.00  
 Documentary Tax \$0.00  
 State of Oklahoma  
 County of COMANCHE  
 COMANCHE County  
 EARLENE SHRT

35



COMMISSIONERS OF THE LAND OFFICE  
 STATE OF OKLAHOMA

UNSUBORDINATED COMMERCIAL GROUND LEASE  
 FIFTY-FIVE YEAR TERM

COMANCHE COUNTY, OKLAHOMA

CONTRACT NUMBER: 106378/7427

Return - Camilla Elaine Hart  
 30 Hozybrook CR  
 Chickasha OK 73018

# GROUND LEASE

BOOK 4625 PAGE 142

**STATE OF OKLAHOMA  
UNSUBORDINATED COMMERCIAL GROUND LEASE  
FIFTY-FIVE YEAR TERM  
CONTRACT NUMBER: 106378/7427**

THIS AGREEMENT is entered into by and between the **Commissioners of the Land Office of the State of Oklahoma as Administrator of the Oklahoma School Lands Trust (Lessor or CLO)**, and **Camilla Elaine Hart** her sublessees, successors and assigns. (Lessee)

Lessor leases the real property described below to Lessee and the parties agree:

## SECTION 1 - GRANT OF LEASE

### 1.1 LEASE.

Lessor grants Lessee a long-term commercial lease. (Land or Lease Premises)  
The "Land" is described as follows and is subject to an official survey:

4.25 acres in the Northeast Quarter North Half (NE/4 N/2) Section 36, Township 4 North, Range 11 West of the Indian Meridian, Comanche County, Oklahoma more particularly described as: Commencing at the Northeast Corner of the Northeast Quarter of Section 36, T4N, R11W, I.M. Comanche County, Oklahoma; Thence S 00°05'27" E a distance of 100.00 feet, on the East line of said Northeast quarter; thence N 89°52'09" W a distance of 422.50 feet, parallel with the North line of said Northeast quarter to the point of beginning; thence S00°05'27" E a distance of 475.51 feet, on the East line of said Northeast quarter; thence N82°21'53" W a distance of 139.22 feet; thence N89°52'09" W a distance of 904.70 feet, parallel with the North line of said Northeast quarter; thence N 69°29'53" E a distance of 731.96 feet; thence N00°07'51" E a distance of 199.40 feet; thence S 89°52'09" E a distance of 60.87 feet, parallel with the North line of said Northeast quarter; Thence S00°07'51" W distance of 330.45 feet, parallel with the East line of said Northeast quarter; thence S89°52'09" E a distance of 205.00 feet, parallel with the North line of said Northeast quarter; thence N 00°07'51" E a distance of 330.45 feet, parallel with the East line of said Northeast quarter, thence S89°52'09" E a distance of 90.00 feet parallel with the North line of said Northeast quarter, to the point of beginning, containing 4.25 acres more or less.

VIEW ADDITIONAL LAND RECORDS AT

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# GROUND LEASE

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## 1.1.1. Mutual Access Easement.

Lessor grants and retains a non-exclusive easement for ingress and egress for vehicular and pedestrian traffic over and across the land and any contiguous CLO property. Lessor reserves an easement to permit all existing utility lines to remain and to install and/or modify existing utility lines necessary for development of its adjacent lands so long as they do not interfere with the use and enjoyment of Land by Lessee. Subject property may include a utility easement along northern boundary, not to exceed 10 feet in width.

## 1.1.2 Driveway Areas

Driveway Areas shall mean those portions of the tract which accommodate internal traffic with openings and access to public streets with respect to each tract, specifically excluding any land which is used or reserved for landscaping improvements or parking. Driveway areas shall specifically include reasonable and adequate access from an adjoining tract to specified public entrances or exits on the tract.

## 1.2 USE.

Lessee will construct and operate commercial retail or sales businesses meeting the zoning requirements (retail development) of the City of Elgin, Comanche County, Oklahoma along with any other improvements necessary for such use, subject to the terms of this Lease.

## SECTION 2 - TERM

### 2.1 TERM.

The Term of this Lease is for a period of **fifty-five (55) years** (herein "**Term**") and shall commence on the Commencement Date and end on the Expiration Date. At the end of the initial lease term and for every three years thereafter, Lessee shall have the opportunity to apply to renew the lease for the then fair market rental rate for comparable commercial land. Lessee shall provide notice of its desire to renew three months prior to each lease termination date. Upon Lessors approval of renewal, which shall not be unreasonably withheld, Lessor shall provide Lessee, within thirty (30) days of Lessee's notice of desire to renew, its opinion of the current fair market rental for comparable land. Lessee then shall have 10 days to reject, accept or dispute such fair market determination.

### 2.2 POSSESSION.

Lessor will deliver possession of the Leased Premises to Lessee as soon as:

- (a) this Lease has been signed by both Lessor and Lessee,
- (b) Lessee has furnished Lessor satisfactory evidence of the insurance coverage's and any performance bond required by this Lease are in full force and effect, and
- (c) Lessor has received the Development Phase Payment.

VIEW ADDITIONAL LAND RECORDS AT

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# GROUND LEASE

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## SECTION 3 - PAYMENTS

### 3.1 MINIMUM PAYMENTS.

Lessee agrees to pay Lessor throughout the Term the following Payments:

#### 3.1.1 Development Phase.

During the Development Phase Lessee agrees to pay Lessor the sum of Two Thousand Six Hundred Dollars (\$2,600.00), which will be paid on or before the Commencement Date. The Payment will be made in advance and is non-refundable.

#### 3.1.2 Construction Phase.

During the Construction Phase Lessee will also furnish Lessor with the performance bond required by this lease.

#### 3.1.3 Operation Phase.

On the first day of the first full month of the Operation Phase or the first day of the 13th month after the Commencement Date whichever occurs first. Minimum Rent ("Minimum Rent") in the amount of Two Thousand Six Hundred Dollars (\$2,600.00) will begin on the Land and will be due and payable on the first of the month of the Commencement Date of the lease without notice and shall continue regularly until termination of this lease. If the Operation Phase begins on other than the 1st day of a month, annual rent will be prorated on a daily basis to the end of the first month.

#### 3.1.4 Allowable Early Termination at Year 15, Year 20 or Year 25.

Lessee is permitted an election for early termination of the Lease at the end of the 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> year.

### 3.2 RENT ADJUSTMENTS.

#### 3.2.1 Adjustment of Minimum Rent.

The rent set forth in 3.1.3 above shall be adjusted at the end of each five (5) year period. The first such adjustment shall occur effective March, 2010, and subsequent adjustments shall occur at the end of each five year period until this Lease terminates. The adjustments shall be:

Years 6 through 10	\$ 2,990.00 per year
Years 11 through 15	\$ 3,440.00 per year
Years 16 through 20	\$ 3,950.00 per year
Years 21 through 25	\$ 4,540.00 per year
Years 26 through 30	\$ 5,220.00 per year
Years 31 through 35	\$ 6,000.00 per year
Years 36 through 40	\$ 6,900.00 per year
Years 41 through 45	\$ 7,935.00 per year
Years 46 through 50	\$ 9,125.00 per year

# GROUND LEASE

Years 51 through 55

\$10,500.00 per year

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### 3.3 TAXES.

Lessee shall pay all taxes and assessments upon Improvements and structures, which would otherwise be subject to ad valorem property taxation if constructed on privately, owned real estate.

### 3.4 NET PAYMENTS; IMPOSITION; OTHER COSTS.

Rent will be absolutely net to Lessor throughout the Term. Lessee agrees to pay any and all water and sewer rates, rents, taxes and assessments (collectively "**Impositions**") which, during the Term, may be levied against or attributable to the Leased Premises, Lessee's interest therein, the Improvements and/or any other property of Lessee located on the Leased Premises. In addition, Lessee agrees to pay all utility charges, insurance premiums, and other costs and expenses attributable to Lessee's development, construction, use, occupancy, operation, management, maintenance, repair, modification, alteration (structural or otherwise), demolition or replacement of the Property ("**Leasehold Costs**"). Lessee shall have the right to contest the validity or amount of any Impositions or Leasehold Costs as provided in **Section 7** below.

### 3.5 NO NOTICE, REDUCTIONS OR ABATEMENT OF MINIMUM RENT.

Payments of Minimum Rent shall be made by Lessee to Lessor without prior notice or demand. Except as specifically provided in this Lease, Lessee will have no right to reduce, offset against, abate or defer payments of Minimum Rent for any reason.

### 3.6 INTEREST ON DELINQUENT AMOUNTS.

Any Minimum Rent or other amounts payable to Lessor under this Lease ("**Rent**") not received by Lessor on or before its due date shall bear interest from the due date until paid at the rate of **sixteen percent (16%)** per annum (the "**Default Rate**"). A ten (10) day grace period is granted for the rent payment to be received. Interest will be charged beginning on the tenth day and will be calculated from the first day of the month. At Lessor's option, payment of such interest shall be a condition precedent to curing any default.

## SECTION 4 - USE; RESERVATIONS; PERMITS

### 4.1 POSSESSION; USE.

Lessee shall occupy and use the Leased Premises in compliance with the terms of this Lease. Lessee shall have the right to sublease or assign all or any part of its leasehold estate as provided at **Section 8** below.

### 4.2 EASEMENTS.

Lessor agrees to grant Governmental authorities or public utility companies easements over, under or across the Leased Premises reasonably necessary for Lessee to construct, install and use the Improvements; provided however, Lessee shall first furnish Lessor a survey showing the exact location of the proposed easement and the form of the

# GROUND LEASE

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proposed easement, both of which shall be in form and substance reasonably satisfactory to Lessor. Lessor shall not be obligated to grant any such easement if it would impair the value of any other property owned by Lessor. Further, Lessor will not incur any liability or out-of-pocket expense in the performance of its obligation pursuant to this Section. Lessee agrees that easements to add utilities for lessor's lands from Governmental authorities or public utility companies may be granted across leased premises when necessary for adjoining properties.

#### 4.3 WATER AND MINERAL RIGHTS RESERVED.

Lessor reserves from this Lease all water and water rights appurtenant to the Land and the Lease Premises. Lessor further reserves from this Lease all right, title and interest in and to all minerals and substances of value including but not limited to, coal, oil, gas and all gravel, rock, sand and other substances of value in, on or under the Land. Lessor specifically acknowledges its use of the Lease Premises for excavation or mineral exploration or production would be inconsistent with the use intended by the Lessee. In recognition of such fact, the Parties specifically agree as follows:

##### 4.3.1 Minerals, Access Easement.

Lessor reserves and excepts to itself, its lessees, permittees and assigns, an easement with right of ingress and egress for purpose of exploring, drilling, developing and operating on premises; including installation of pipelines, machinery, storage tanks and other equipment, necessary for production, storage, transportation and marketing of oil and gas and coal, copper or other minerals of any kind or nature and their components which may be produced from said premises or from other premises owned by Lessor, or communitized with Trust land. Lessee may recover improvement damages, if any, for remaining term of the lease contract from said lessees, permittees, and assigns.

##### 4.3.2 Easements.

Lessor reserves and excepts to itself, its lessees, permittees, and assigns an access easement to other property held in Trust. Lessor reserves the right to grant easements for access and other purposes across the lease premises.

##### 4.3.3 Improvement Damages.

Lessee may recover improvement damages, if any, for remaining term of the lease contract as effected by paragraph 4.3.1 above from purchaser, condemnor, or developer. Lessor is entitled to all other damages and compensation.

#### 4.4 PERMITS.

To the extent laws, rules or regulations applicable to Lessor require issuance of permits and licenses or require other administrative action by Lessor to facilitate use of the Land, Lessor agrees to do so upon written request of Lessee. Lessee will have the right to obtain permits, licenses and other administrative certificates from Governmental Authority required to facilitate Lessee's use of the Land. Lessor agrees to execute such permits and other documents and to take such other action as might be reasonably necessary. Lessor will not assume any liability or any out-of-pocket expense in the

# GROUND LEASE

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performance of its obligations pursuant to this Section.

## 4.5 NO WASTE OR NUISANCE.

Lessee will not permit waste, trespass or pollution to occur to Lessor, or allow a nuisance on the Land; and Lessee will promptly report any waste, trespass, pollution, nuisance or damage to the Land or minerals.

## SECTION 5 - IMPROVEMENTS

### 5.1 CONSTRUCTION.

Lessee is specifically authorized to construct Improvements on all or any part of the Land and to modify contour and grade of the Land; provided however, Lessee shall not take any action which would injure, damage or impair the value of any adjacent property or which would subject Lessee or Lessor to any liability to an adjacent property owner. Lessee will determine the nature, design and extent of the Improvements to be constructed on the Land and shall construct a live stock proof fence around the lease.

### 5.2 OWNERSHIP.

Lessee and/or its successors and assigns, exclusively, will hold legal title to and all incidents of ownership associated with the Improvements during the Term. Legal title to, and all incidents of ownership associated with, the Improvements including, without limitation, all rights to the proceeds of any insurance policies maintained by Lessee with respect to the Improvements will, without compensation to the Lessee, absolutely vest in Lessor on the Expiration Date, or any earlier date on which this Lease is terminated, free from all claims by Lessee and/or its successors and assigns and any Persons claiming through or against them.

### 5.3 MAINTENANCE; REPAIR.

Lessee or its sub-lessees will maintain the Property and Improvements in good condition, ordinary wear and tear excepted, and will promptly make all necessary and appropriate structural and cosmetic repairs. All such actions will be performed at the expense of Lessee. Lessor will not be required to maintain, alter, repair, rebuild or replace all or any part of the Property in any way.

### 5.4 ALTERATIONS; DEMOLITION.

During the Term Lessee may demolish, remove, replace, alter, relocate, reconstruct or add to all or any part of the Improvements, provided the value of the Improvements following completion of any such action by Lessee is comparable to the value of the Improvements prior to commencement of Lessee's work. Salvage of the Improvements resulting from such demolition, removal, replacement, alteration, relocation, reconstruction or addition during the Term will be property of Lessee. Rent shall not abate during the course of any such action by Lessee. This paragraph is not intended to prohibit Lessee from upscaling or downscaling its operations or reducing or increasing improvements in total value due to prevailing economic conditions subject to Lessor's approval, which will not be unreasonably withheld.

VIEW ADDITIONAL LAND RECORDS AT

# GROUND LEASE

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## 5.5 OPTIONAL REMOVAL.

Lessee may remove any or all Improvements from Leased Premises at Lessee's expense within 60 days of termination of Lease. In such event Leased Premises shall be surrendered to Lessor free and clear of such Improvements and any lien for the cost of their removal.

## 5.6 LANDSCAPING.

Lessee agrees to install and maintain all landscaped areas and obtain necessary zoning for the Leased Premises at no cost to Lessor.

## SECTION 6 - LEGAL REQUIREMENTS

### 6.1 COMPLIANCE.

Lessee agrees, at Lessee's expense, to comply with all Legal Requirements throughout the Term of this Lease. Lessee agrees to comply with all Legal Requirements pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the Superfund Amendment and Reauthorization Act of 1986, as amended ("SARA"), the Resource Conservation and Recovery Act of 1987, as amended ("RCRA") and all similar state or local laws now in existence or to be enacted.

### 6.2 CONTAMINATION/REMEDIATION.

Lessee agrees it will not knowingly cause or contribute to any contamination of the Land and warrants if such occurs, Lessee will notify Lessor and initiate remediation procedures upon notice of said condition and will comply with all laws and regulations regarding same and will cooperate with Governmental Authorities and Lessor in remediation, and responsibility for all costs of and damages flowing from contamination and remediation will be borne by Lessee.

## SECTION 7 - PERMITTED CONTESTS

### 7.1 COMPLIANCE.

Lessee agrees to comply with all legal requirements throughout the Term at Lessee's expense. Except as provided by Section 4.4, Lessor will have no responsibility of any kind with respect to any legal requirement.

### 7.2 PERMITTED CONTEST.

Lessee will have the right to contest validity or application of any legal requirement by diligent pursuit of appropriate legal proceedings conducted at Lessee's expense.

### 7.3 LESSOR'S CONTESTS.

No act or omission shall in any way subject Lessor's interest in the Land to any lien or other encumbrance unless Lessor has consented in writing. In the event any action, proceeding, lien, encumbrance or other claim arising out of any act or omission of Lessee is filed or asserted against Lessor's interest in the Land, Lessor shall be entitled to defend

# GROUND LEASE

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against and seek to invalidate or remove same using counsel of its choice. Within ten (10) days after receipt of an invoice, Lessee agrees to reimburse Lessor for all reasonable costs and expenses, including attorney's fees, incurred by Lessor in taking such action.

## SECTION 8 - LESSEE'S TRANSFERS

### 8.1 LESSEE'S RIGHT TO ASSIGN THE PROPERTY.

Lessee shall have the right to assign or transfer Lessee's interest, or any part therein, in this Lease subject to Lessor's prior written consent, which shall not be unreasonably withheld, and the estate created by this Lease may only be assigned as follows:

(a) To a successor or assignee that's net worth on the date of assignment is equal to or greater than \$1,000,000.00. The \$1,000,000.00 net worth shall exceed the total of all liabilities as determined by an independent certified public accountant in accordance with generally accepted accounting principles. For purposes of this paragraph, sale, assignment, transfer, or other disposition of issued and outstanding capital stock of Lessee, or of the interest of any general partner, joint venturer, syndicate member or cotenant, if Lessee is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Lessee, shall be construed as an assignment of this Lease. Control as used in provisions of this Lease relating to assignment, means fifty percent (50%) or more of the voting power of the corporation; and

(b) A successor is defined as:

- (1) Any corporation that controls or is controlled by Lessee,
- (2) Another corporation in connection with a corporate reorganization, or the merger of Lessee into, or the consolidation of Lessee with, another corporation or corporations,
- (3) Any successor of all or substantially all of Lessee's business or assets unless the assignment would otherwise be prohibited by provisions of this Lease, or
- (4) Limited liability companies, limited partnerships and general partnerships.

### 8.2 CONDITIONS PRECEDENT TO ASSIGNMENT.

The following are conditions precedent to Lessee's right of assignment:

(a) Lessee shall give Lessor reasonable notice of the proposed assignment with documentation showing the proposed assignee qualifies as a permitted assignee.

(b) The proposed assignee shall, in recordable form, expressly assume all the covenants and conditions of this Lease.

VIEW ADDITIONAL LAND RECORDS AT

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# GROUND LEASE

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## 8.3 LESSEE'S OBLIGATION TO PERFORM AFTER ASSIGNMENT.

Lessee will be liable for payment of the Rent and performance of all obligations under this Lease after any Lessee or assignee is accepted by written consent of assignment by Lessor. However, in the event Assignee's net worth is equal to or greater than that of Lessee, Lessee will not be liable for payment of rent.

## 8.4 LESSEE'S RIGHT TO SUBLEASE.

Lessee has the right to sublease portions of the leases premises for uses in compliance with paragraph 1.2 with written approval of the Lessor.

## SECTION 9 - INDEMNITY; BOND; INSURANCE

### 9.1 INDEMNITY.

Lessee agrees to protect, indemnify and hold harmless Lessor, its agents, contractors and employees ("**Indemnified Parties**") from and against all losses, liabilities, obligations, claims, demands, damages, penalties, fines, actions, causes of action, judgments, costs and expenses, including, without limitation, reasonable attorney's fees, litigation expenses and settlements entered into in good faith, incurred by any Indemnified Party or asserted against the interest of the Lessor in the Land or this Lease which do not result from the willful act or negligence of an Indemnified Party, and which arise by reason of:

- (a) any injury to or death of any person or any damage to the Land, Improvements or any property located in or on the Property;
- (b) any use, condition or state of repair of all or any part of the Land or Improvements;
- (c) any failure by the Lessee to perform or observe its obligations under this Lease; or
- (d) any negligence or willful act or omission on the part of the Lessee or any of the Lessee's agents, contractors, employees, licensees, invitees or sublessees.

If any action, suit or proceeding is brought against an Indemnified Party, Lessee will defend such action, suit or proceeding, promptly after the written request by the Indemnified Party, at Lessee's expense with legal counsel designated by Lessor and which is reasonably acceptable to Lessee.

### 9.2 PERFORMANCE BOND.

Lessee will provide Lessor an adequate surety bond or irrevocable letter of credit, cancelable on completion of construction, in an amount sufficient to ensure

- (i) any Improvement(s) to the Leased Premises will be completed in accordance with the plans and specifications for such Improvement(s); or
- (ii) in the event such Improvement(s) is (are) not completed, the Land will be restored to its grade and conformation immediately prior to commencement

# GROUND LEASE

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of construction, at the option of Lessor. The Bond amount will be agreed on by the parties but shall be no less than **\$50,000.00**.

## 9.3 REQUIRED INSURANCE.

Lessee, sublessee's and their contractors will maintain, with responsible insurance carriers licensed to do business in the State of Oklahoma and having a general policyholder's service rating of not less than in Financial Size Category XI, as rated in the most current available Best's Insurance Reports.

### 9.3.1 *Builder's Risk Insurance.*

During the course of construction and until completion of the Improvements, Lessee, sublessee's, or its contractors will maintain builder's risk insurance on an "all risk" basis (including collapse) on a completed value form for full replacement value covering the interest of Lessee, and its contractors or subcontractors, in all work incorporated in the Improvements and all materials and equipment on or about the Property. All materials and equipment in any off-site storage location intended for permanent use in the Improvements, or incident to the construction thereof (but not including machinery, tools or equipment used by contractors and excluding foundations, excavation and footings below the lowest basement floor) shall be insured on an "all risk" basis as soon as the same have been purchased.

### 9.3.2 *Construction Period Liability Insurance.*

During the course of construction until completion of the Improvements, Lessee, sublessee's, or its contractors will maintain contractor's comprehensive general-automobile liability insurance in an amount not less than **One Million Dollars (\$1,000,000.00)** combined single limit for bodily injury and property damage. Such insurance coverage shall include premises liability, contractor's protective liability on the operations of all subcontractors, completed operations, blanket contractual liability, and automobile liability (owned, non-owned and hired).

### 9.3.3 *Permanent Property Insurance.*

Upon expiration of the builder's risk policy, Lessee or sublessee will maintain insurance against loss or damage by fire and such other risks or hazards as are insurable under then available standard forms of "all risk" insurance policies for the full replacement cost value of the Improvements (including an "agreed amount" endorsement).

### 9.3.4 *Lessee's Liability Insurance.*

Lessee or sublessee will maintain comprehensive general-automobile liability insurance, including blanket contractual liability, products and completed operations coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** combined single limit for bodily injury and property damage arising out of any one occurrence, or in any increase amount reasonably required by Lessor.

### 9.3.5 *Other Insurance.*

Lessee will maintain all insurance required by law including but not limited to

# GROUND LEASE

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Worker's Compensation and unemployment insurance, and other insurance with respect to the Property and Lessee's use and operation thereof and in such amounts as lessor may request, provided such other insurance shall be insurance which at the time is commonly maintained by owners of like properties and/or operators of like businesses.

## 9.4 POLICY PROVISIONS; SEPARATE INSURANCE.

All insurance required to be maintained by this Lease will:

- (a) name Lessor and Lessee as insureds as their respective interests appear;
- (b) provide the coverage afforded by such policies will not be canceled, materially changed or reduced without at least **thirty (30) days** prior written notice to Lessor; and
- (c) be in form reasonably satisfactory to Lessor.

Lessee agrees not to take out separate insurance, concurrent in form or contributing in the event of loss with that required above, unless

- (i) the policies are submitted to lessor for its prior approval, which approval will not be unreasonably withheld,
- (ii) the insurers thereunder and the terms thereof are acceptable to Lessor in accordance with this **Section 9**, and
- (iii) Lessor is included therein as an additional named insured.

## 9.5 DELIVERY OF POLICIES AND BOND.

Promptly after the execution of this Lease, prior to delivery of possession of the Leased Premises, and upon each renewal or securing a new policy throughout the Term, Lessee will deliver to Lessor true and correct duplicate originals of all insurance policies or a certificate of insurance and any original bond document required by this Lease, together with appropriate evidence of payment of premium.

## 9.6 REVIEW OF INSURANCE AND BOND COVERAGE.

Lessee agrees to conduct periodic reviews and analyses of the adequacy of the insurance coverages and bond amount required hereunder as often as significant valuation or construction changes occur and at least annually. A report of the results of such reviews along with any recommended action or changes will be forwarded to Lessor promptly after the reviews are made.

## 9.7 IN LIEU OF INSURANCE.

If Lessee's net worth as defined in its most recently published annual statement exceeds **One Hundred Million Dollars (\$100,000,000.00)**, or if the entity is a

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governmental agency, it is agreed Lessee shall have the right to carry its own risk in regards to the Leased Premises and improvements, and accordingly insurance coverage accruing to Lessor's benefits are not obligations under this Lease. In lieu of such coverage, Lessee agrees to indemnify and hold Lessor harmless from and against claims and liability for personal injury, death, property damage, or contract liability arising from the use, occupancy, disuse or condition of the premises, improvements, or adjoining areas or ways under Lessee's control.

## SECTION 10 - DAMAGE; DESTRUCTION

### 10.1 NOTICE.

In case of damage to the Improvements, which would cost in excess of **Fifty Thousand Dollars (\$50,000.00)** to repair, Lessee will promptly give written notice to Lessor describing the nature and extent of the casualty.

### 10.2 RESTORATION.

If the Improvements are damaged or destroyed during the Term, as soon as practical after the casualty, at Lessee's discretion, the Lessee will restore the Improvements as nearly as possible to the condition which existed immediately prior to such damage or destruction or will clear the land. Lessee will not be entitled to any offset or abatement in Rent or to any termination or extension of the Term as a result of deprivation or limitation of use of the Improvements occasioned by any casualty or by repairs or replacements required by this **Section 10**.

### 10.3 INSURANCE PROCEEDS.

Subject to the requirements of any Mortgagee of lessee, insurance proceeds will be applied to payment of the costs of restoration as such costs are incurred. After full payment of all costs of restoring the Improvements, any balance of the insurance proceeds will be paid to Lessee.

## SECTION 11 - CONDEMNATION

### 11.1 APPORTIONMENT OF AWARD.

In the event of a taking by eminent domain, partial or otherwise, or a granting in lieu of condemnation, the award shall be apportioned between the value of the land and improvements and such award shall be paid in accordance with the order of the court or the agreement of the parties with the political entity so taking.

### 11.2 PARTICIPATION IN PROCEEDINGS.

Lessor, Lessee, Mortgageor and Mortgagee will each have the right at their respective expense to participate in any proceeding seeking to take all or a portion of the Land or the Improvements and in any appeals which might be taken.

## SECTION 12 - MORTGAGES

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## 12.1 LESSEE'S MORTGAGES.

From time to time during the Term, Lessee will have the right to execute one or more Mortgages without Lessor's consent, provided all rights of each Mortgagee will be subject to the terms of this Agreement, and subordinate to the rights of Lessor. Lessee may not encumber the estate of Lessor and all liens, mortgages and other claims against Lessee and Lessee's estate in the land shall be subordinate to the rights of Lessor. Nothing contained in this **Section 12** shall be deemed to waive or impair any right or remedy Lessor may have upon default by Lessee under this Lease.

## 12.2 RIGHTS OF MORTGAGEE.

If within **thirty (30) days** after execution of a Mortgage, the Mortgagee notifies Lessor in writing of the name and address of Mortgagee and provides to Lessor a copy of the Mortgage, then so long as the Mortgage remains of record the following provisions will apply:

### 12.2.1 Cancellation, Default.

The Lessor and Lessee agree not to cancel, surrender or modify this Agreement or terminate this Lease, without prior written notice to each Mortgagee and in the event of default ensure adequate notice and opportunity to cure.

## 12.3 NO MERGER.

So long as any Mortgage is in existence the fee title to the Leased Premises and the leasehold estate shall not merge but shall remain separate and distinct.

## SECTION 13 - LESSEE'S DEFAULT; LESSOR'S REMEDIES

### 13.1 LESSEE'S DEFAULT.

The following events will be Events of Default by Lessee under this Agreement:

- (a) Failure to make any Payment when due; or
- (b) Failure by the Lessee to commence construction of site Improvements within **twenty-four (24) months** from Commencement Date, or
- (c) Failure to comply with any other term of this Agreement.

### 13.2 NOTICE; OPPORTUNITY TO CURE.

On the occurrence of any Event of Default Lessor may declare a Default by written notice to Lessee specifying its nature. In the event Lessee cures a Default within **thirty (30) days** after receipt of notice, or commences and diligently prosecutes action which can be reasonably expected to cure a Default within **ninety (90) days** after receipt of notice, Lessor and Lessee at Lessor's option may be restored to their respective rights and obligations under this Agreement as if no Event of Default occurred.

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## 13.3 REMEDIES.

On failure of Lessee to cure a Default within the time provided, Lessor will have the option to do any one or more of the following without further notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Agreement.

### 13.3.1 Termination.

Lessor may terminate this Agreement, in which event Lessee will immediately surrender Land and Improvements to Lessor, but if Lessee fails to do so, Lessor may, to the maximum extent permitted by law, without notice and without prejudice to any other remedy Lessor might have, enter and take possession of Land and Improvements and remove Lessee's property.

### 13.3.2 Option to Perform.

Lessor may perform or cause to be performed the obligations of Lessee under this Agreement and may enter Land and Improvements to accomplish such purpose. Lessee agrees to reimburse Lessor on demand for any expense Lessor might incur in effecting compliance with the terms of this Agreement on behalf of Lessee, which expense will bear interest at 16% until payment to Lessor.

## 13.4 NO WAIVER.

No action by Lessor during the Term will be deemed an acceptance by Lessor of an attempted surrender of Land or Improvements. No re-entry or taking possession of the Land or Improvements by Lessor will be construed as an election by Lessor to terminate this Agreement, unless Lessor signs a written notice of termination. Notwithstanding any re-entry or taking possession, Lessor may later elect to terminate this Agreement for a previous Default. Acceptance by Lessor of any Payment following the occurrence of an Event of Default will not be construed as waiver of such Event of Default. No waiver of any Event of Default by Lessor will be deemed to constitute a waiver of any other or future Event of Default. Forbearance by Lessor to enforce one or more remedies will not be deemed to constitute a waiver of any Default. No provision of this Agreement will be deemed waived by Lessor unless waiver is in writing signed by Lessor. Rights and remedies granted to Lessor in this Agreement are cumulative and every other right or remedy Lessor has in law or equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

## 13.5 INCORPORATION BY REFERENCE OF SUBLEASE TO PROVISIONS OF CONTRACT.

In the event Lessee subleases under 8.4, its contracts with its sublessees shall incorporate by reference the provisions of this contract.

## 13.6 EFFECT OF DEFAULT ON SUBLEASES.

Each sublease, in writing, covered under these Leased Premises shall survive any default under or termination of this Lease and shall continue as a lease of Lessor, provided sublessee is in good standing under its sublease and its rent is no less favorable to Lessor than this initial Lease.

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## SECTION 14 - SURRENDER OF PROPERTY

### 14.1 LESSEE'S DUTY TO SURRENDER.

If Lessee fails to surrender the premises at the expiration or sooner termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender. Lessee may remove from Improvements any Trade Fixtures, which can be removed without material damage to Land or Improvements. Any Trade Fixtures or other property not removed within **thirty (30) days** after the Expiration Date or earlier termination of this Lease will become the property of Lessor and may be retained or disposed of by Lessor, at its option and free of any claim of Lessee.

### 14.2 HOLDING OVER.

This Lease shall terminate without further notice at expiration of the term. Any holding over by Lessee after expiration or other termination shall not constitute a renewal or extension or give Lessee any rights in or to the premises except as expressly provided in this Lease.

## SECTION 15 - MISCELLANEOUS PROVISIONS

### 15.1 FORCE MAJEURE.

If Lessee is delayed or prevented from performing any term of this Lease (other than payment of Rent) by reason of riots, war, natural disaster or other reason beyond Lessee's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay. In no event will payment of Rent be abated or subject to offset.

### 15.2 GOVERNING LAW; VENUE; INTERPRETATION; TRUST OBLIGATIONS.

This Lease shall be interpreted in accordance with laws of the State of Oklahoma. Lessee agrees this Lease is deemed accepted, executed, approved and delivered in Oklahoma County. Lessee agrees any dispute, arbitration or litigation with Lessor in relation to this Lease shall be conducted in Oklahoma County, Lessor's only official residence and place of business.

### 15.3 LEASE SUBORDINATE.

This Lease will be subject and subordinate to, and Lessee will comply with, the Oklahoma Enabling Act, Oklahoma Constitution and Statutes, Court Orders, policies, procedures and rules, relative to the operation and management of the Oklahoma School Land Trust.

### 15.4 APPROVALS.

When approval by either Lessee or Lessor is required, such approval will not be unreasonably withheld.

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## 15.5 ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been, is or will be relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. Failure or refusal of either party in advance to inspect the Leased Premises or Improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

## 15.6 EXECUTION IN COUNTERPARTS.

This Lease may be executed in multiple counterparts when taken together shall constitute one agreement; and any party may execute this Lease by signing each counterpart.

## 15.7 TIME.

Time is of the essence of this Lease.

## 15.8 RECORDING.

Lessor and Lessee agree this Lease, or a memorandum of Lease, will be recorded in the records of Lessor and of the County Clerk of the County in which the Land is located.

## 15.9 SEVERABILITY.

The invalidity or illegality of any provision shall not affect the remainder of the Lease.

## 15.10 EXCULPATION.

Lessee understands and agrees neither Lessor, Trust, State of Oklahoma nor any Person acting on behalf of Lessor, Trust or State of Oklahoma will have any personal liability under this Lease.

## 15.11 RIGHT OF ENTRY.

Lessor may enter upon the Property at such times as may be reasonable for inspection, for the purpose of exercising any of its rights reserved under this Lease, or for the purpose of fulfilling any of its obligations hereunder.

## 15.12 AUDIT CLAUSE.

Lessee agrees all of its books, records, documents, working papers, accounting procedures and practices, and all other documents, items and other property relevant to Lessee's performance of this Lease are subject to examination by Lessor and the Oklahoma State Auditor and Inspector immediately upon request.

## 15.13 FAIR DEALING.

Lessee covenants and warrants the only Persons and entities interested in this Lease are named and no others have any interest in this Lease at this time; Lessee enters

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into this Lease without collusion on its part with any other Person, without fraud, and in good faith. Lessee further covenants and warrants no gratuities (in the form of entertainment, gifts or otherwise) were, or during the term will be, offered or given by Lessee, or any agent or representative of Lessee, to any officer, employee or agent of Lessor with a view toward securing this Lease or securing favorable treatment with respect to the performance of this Lease.

#### 15.14 CONFLICT OF INTEREST.

Lessee covenants and agrees, upon the signing of this Lease, or within **five (5) days** after the acquisition of any interest herein or in Lessee by any other person during the term, Lessee will disclose in writing to Lessor whether any commissioner, board member, officer or employee of Lessor or any public official or employee has any direct, indirect, legal or beneficial interest in Lessee or in any contract or agreement between Lessor or Lessee, or in any franchise, concession, right or privilege of any nature or otherwise granted by Lessor to Lessee.

#### 15.15 DISCRIMINATION.

Lessee agrees in the use, occupation and operation of the Leased Premises it will not discriminate against any person or class of persons by reason of race, color, national origin, ancestry, creed, religion or politics.

#### 15.16 PROHIBITION AGAINST NUISANCE.

During the term of this Lease, Lessee agrees not to permit and/or promote any activity that may be determined to become a nuisance. Lessee agrees that in the event any such activity occurs on the Property during the term of this Lease that it will take all reasonable steps to prevent and/or abate the nuisance.

#### 15.17 BUSINESS DIVERSION.

Taking into consideration Lessee's total business concerns, Lessee agrees to use its best efforts to not divert, or cause or allow to be diverted, from the Leased Premises any business or trade which Lessee might ordinarily obtain from its location at the Leased Premises.

#### 15.18 NOTICES.

Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party or, when actually received if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

To Lessor:                      Commissioners of the Land Office  
    P.O. Box 26910  
    Oklahoma City, Oklahoma 73126  
    **Attention: Secretary**

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With copy to: Commissioners of the Land Office  
P.O. Box 26910  
Oklahoma City, Oklahoma 73126  
**Attn: Director, Real Estate Management**

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To Lessee: Camilla Elaine Hart  
30 Hazy Brook Circle  
Chickasha, OK 73018

Either party may change its notice address(es) by giving written notice to the other party as provided above.

## SECTION 16 - DEFINITIONS

### 16.1 DEFINED TERMS.

The words defined in this Section are intended to have the following meanings when used in this Lease:

#### 16.1.1 *Commencement Date.*

The date on which this Lease has been approved and executed on behalf of Lessor as evidenced by the date set opposite Lessor's execution below.

#### 16.1.2 *Construction Phase.*

The period of time beginning with the end of the Development Phase and ending with the Operation Date, but no more than Six (6) months after the ending of the Development Phase.

#### 16.1.3 *Development Phase.*

The period of time beginning with the Commencement Date and ending with the beginning of the Construction Date, but no more than **Eighteen (18) months** after the Commencement date.

#### 16.1.4 *Expiration Date.*

The date is **Fifty-five (55) years** after the Commencement Date.

#### 16.1.5 *Governmental Authorities.*

Any court, agency, authority, board (including, without limitation, environmental protection, planning and zoning), bureau, commission, department, office or instrumentality of any nature whatsoever of any governmental or quasi-governmental unit, whether federal, state, county, district, municipality, city, political sub-division or otherwise, whether now or hereafter in existence, or any officer or official of any of the foregoing.

#### 16.1.6 *Improvements.*

All pipes, utility lines, drainage improvements, parking areas, roadways, access

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ways, sidewalks, landscaping, buildings, structures, facilities and other improvements now or hereafter installed in or constructed or located on the Land. The term "Improvements" specifically excludes Trade Fixtures.

## *16.1.7 Legal Requirement(s).*

All statutes, ordinances, laws, orders, judgments, decrees, injunctions, rules, rulings, regulations, permits, licenses, authorizations, directions, determinations, policies and other requirements of any Governmental Authority (including, without limitation, those pertaining to zoning, building, health and the environment) in any way applicable to Lessee or the Property or any part, and all requirements of any insurance policy covering or applicable to all or any part of the Property or its use and all requirements of the issuer of any such policy and all orders, rules, regulations, recommendation and other requirements of the Board of Fire Underwriters or Insurance Service Office or any other body exercising the same or similar functions and having jurisdiction of all or any part of the Property in each case, whether now or hereafter enacted and in force, including, without limitation, those relating to the development, construction, use, occupancy, operation, management, maintenance, repair, modification, alteration (structural or otherwise), demolition of the Property or any part, and related permits, licenses, authorizations and regulations and covenants, agreements restrictions and encumbrances, contained in any instrument either of record or known to Lessee affecting Lessee or the Property or any part.

## *16.1.8 Mortgage(s).*

A mortgage, security agreement, collateral assignment or other instrument creating a lien, security interest or other encumbrance covering all or any part of the Lessee's interest in: (i) this Lease; (ii) the leasehold estate created; (iii) the Leased Premises, or (iv) the Improvements.

## *16.1.9 Mortgagee(s).*

Any Person holding a Mortgage and such Person's successors and assigns of which Lessor has received written notice.

## *16.1.10 Operation Date.*

The date that the enterprise is first opened for business or no later than the first day of the twenty fourth (24<sup>th</sup>) month after the Commencement Date. Lessor and Lessee will certify the actual Operation Date.

## *16.1.11 Operation Phase.*

The period of time beginning with the Operation Date and ending with the Expiration date, but no more than **Fifty-five (55) years** after the Commencement Date.

## *16.1.12 Person.*

Any individual, corporation, association, trust, partnership, joint venture or other entity or any government commission or agency or political subdivision.

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## 16.1.13 Property.

Property means the Leased Premises and Improvements.

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## 16.1.14 Trade Fixtures.

Property owned by Lessee and/or sublessees occupying the Property not permanently affixed to the Land or the Improvements, and which can be removed without material injury to the Land or Improvements. Trade fixtures shall include all equipment installed on Leased Premises by Lessee including but not limited to store furnishings, metering devices, computer equipment, dispensers, compressors, and signs which shall remain the property of Lessee who may remove, repair or replace the same notwithstanding any contrary provision herein.

## SECTION 17 - TERMINATING CONDITIONS

### 17.1 LESSEE'S TERMINATION.

Notwithstanding any contrary provision, Lessee may terminate this Lease at any time prior to the expiration of **six (6) months** from the Commencement Date, if:

- (i) Lessee shall have determined in the exercise of its good faith judgment, based on bona fide engineering studies conducted on the land, the Leased Premises are not suitable for Lessee's intended purposes, or
- (ii) Lessee shall have determined in exercise of its good faith judgment, after having made bona fide efforts to secure construction and long term financing for the Improvements, none is available on terms reasonably acceptable to Lessee, or
- (iii) Lessee shall have determined in the exercise of its good faith judgment, based on bona fide and timely attempts to obtain proper zoning or exceptions, and timely and thorough title, encumbrance and lien searches by a competent professional(s) and a licensed reputable title insurance company(s), proper zoning or exceptions is not reasonably obtainable or title to the Land is not insurable to reasonably guarantee Lessee possession and quiet enjoyment of the Land for the purposes of this Lease,
- (iv) Lessee shall be denied a franchise license, or
- (v) Lessee is unable to get proper zoning or building permits to economically construct improvements.
- (vi) Lessee is unable to obtain a suitable site plan.

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# GROUND LEASE

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## 17.2 TERMINATION NOTICE.

Lessee's right to terminate this Lease as provided in **Section 17.1** may be exercised at any time prior to **six (6) months** after the Commencement Date by giving Lessor 10 days prior written notice. If Lessee according to Section 17 terminates this Lease, Lessee will be entitled to **no** refund of any Rent, pro rata or otherwise.

## 17.3 EXPIRATION.

Unless Lessee has given prior notice required by **Section 17.2**, the terms of **Section 17** will expire at 12:00 p.m. Midnight the last day of the **sixth (6) month** after the Commencement Date or on such earlier date as Lessee may have waived its rights by written notice. Any such waiver shall be irrevocable. Upon written request, Lessor may grant an extension of time to exercise the right of termination at Lessor's sole discretion. IN WITNESS WHEREOF, Lessee and Lessor have executed and approved this Lease in **two (2)** original counterparts, on the date indicated.

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# GROUND LEASE

## NON COLLUSION AFFIDAVIT

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )

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I, Camilla Elaine Hart, of lawful age, being first duly sworn on oath, says she is the Owner authorized to submit this contract to the State of Oklahoma; Affiant further states LESSEE has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the contract.



Typed Name: Camilla Elaine Hart  
Title: Owner

Subscribed and sworn to before me this 3rd day of March, 2005.

  
NOTARY PUBLIC

My Commission Expires



[Balance of this page intentionally left blank]

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# GROUND LEASE

LESSOR

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COMMISSIONERS OF THE LAND OFFICE, ADMINISTRATORS  
OKLAHOMA SCHOOL LAND TRUST  
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

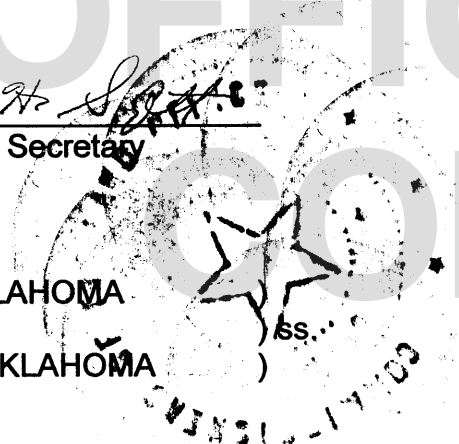
Approved Date: March 10, 2005

By: Mary Fallin  
Co-Chairman

ATTEST: (SEAL)

Clifton H. Scott  
Clifton H. Scott, Secretary

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA



The foregoing instrument was executed before me this 10th day of Mar., 2005, by Mary Fallin, Co-Chairman, and attested by Clifton H. Scott, Secretary, on behalf of the Commissioners of the Land Office of the State of Oklahoma, Trustees of the Oklahoma School Land Trust, an Oklahoma Public Trust.

[Seal]

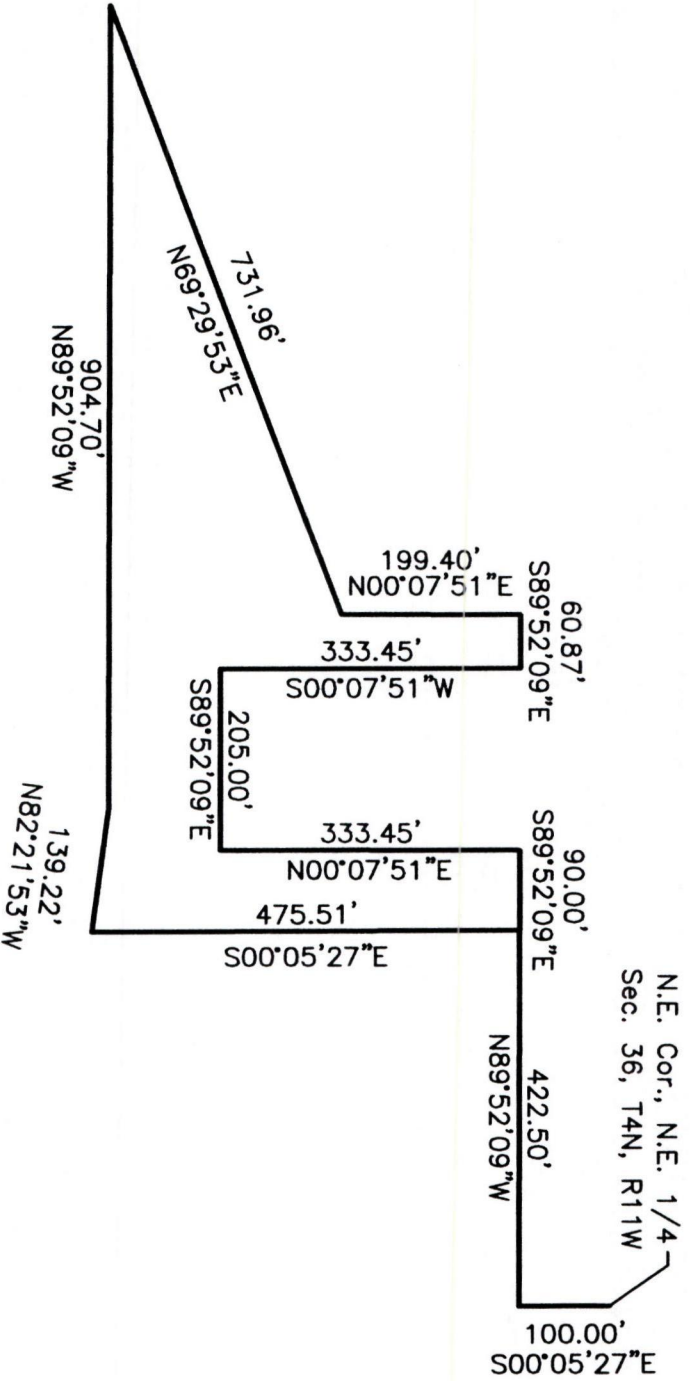


Patricia Sheldon  
Notary Public

My Commission Expires:

No. 106378  
Vol. 2 Page         
Recorded 3-11-05  
(Date)  
By J DeFatta  
(Records Clerk)

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Commencing at the Northeast Corner of the Northeast Quarter of Section 36, T4N, R11W, I.M., Comanche County, Oklahoma:

Thence S00°05'27"E a distance of 100.00 feet, on the East line of said Northeast quarter;

Thence N89°52'09"W a distance of 422.50 feet, parallel with the North line of said Northeast quarter to the point of beginning;

Thence S00°05'27"E a distance of 475.51 feet, on the East line of said Northeast quarter;

Thence N82°21'53"W a distance of 139.22 feet;

Thence N89°52'09"W a distance of 904.70 feet, parallel with the North line of said Northeast quarter;

Thence N69°29'53"E a distance of 731.96 feet;

Thence N00°07'51"E a distance of 199.40 feet;

Thence S89°52'09"E a distance of 60.87 feet, parallel with the North line of said Northeast quarter;

Thence S00°07'51"W a distance of 330.45 feet, parallel with the East line of said Northeast quarter;

Thence S89°52'09"E a distance of 205.00 feet, parallel with the North line of said Northeast quarter;

Thence N00°07'51"E a distance of 330.45 feet, parallel with the East line of said Northeast quarter;

Thence S89°52'09"E a distance of 90.00 feet parallel with the North line of said Northeast quarter, to the point of beginning, containing 4.25 acres more or less.

**landmark** (580) 357-2022

2505 N.E. Skyline Place  
Lawton, Oklahoma

**engineering**  
OK CA# 2075

**ASSIGNMENT OF OKLAHOMA SCHOOL LAND  
UNSUBORDINATED LONG TERM COMMERCIAL GROUND LEASE**

**[ CURRENT LESSEE ]**, Lessee, hereby sells, assigns, and transfers all right, title, and interest in and to Lease No. **[REDACTED]** / Contract No. **[REDACTED]**, covering lands in **[REDACTED]** County, Oklahoma, described as follows:

Legal Description:

**[ LEGAL DESCRIPTION ]**

to **[ NEW LESSEE ]**, Assignee.

Lessee and Assignee have been informed of and agree to comply with the following conditions as part of the consideration for this Assignment:

1. Assignee must assume and comply with the terms and conditions of the current lease contract, Commission policies and rules, and any other conditions imposed by the Land Office. Assignee hereby certifies they have reviewed a copy of the current lease contract and all associated addendums.
2. All rents, fees, and other assessments must be paid current at the time of assignment and not otherwise be in default.
3. Both Lessee(s), and Assignee(s), shall be jointly liable for any rent and/or damages associated with the lease or lease premises, according to Section **[REDACTED]** of the lease contract.

\_\_\_\_\_ ASSIGNEE MUST INITIAL: By initialing, Assignee certifies they have reviewed the Lease (hereby attached as Exhibit A).

\_\_\_\_\_ ASSIGNEE MUST INITIAL: By initialing, Assignee certifies they have reviewed any covenants or restrictions that may be subject to the parcel (hereby attached as Exhibit B).

This Assignment is made and accepted by all parties subject to the approval of the Commissioners of the Land Office of the State of Oklahoma considering the best interests of the School Land Trust. This Assignment shall not be binding until executed by all parties.

IN WITNESS WHEREOF, Assignee, Lessee and Commissioners of the Land Office have executed and approved this Assignment on the date executed by the Commissioners of the Land Office.

**ASSIGNMENT OF OKLAHOMA SCHOOL LAND  
UNSUBORDINATED LONG TERM COMMERCIAL GROUND LEASE  
SIGNATURE PAGE**

Lease No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Lessee: \_\_\_\_\_  
Assignee: \_\_\_\_\_

Assignee: [ NEW LESSEE ]

By: \_\_\_\_\_  
[ NAME, TITLE ]

Address: \_\_\_\_\_

Phone # \_\_\_\_\_

Email \_\_\_\_\_

E.I.N. # \_\_\_\_\_

Lessee: [ CURRENT LESSEE ]

By: \_\_\_\_\_  
[ NAME, TITLE ]

COMMISSIONERS OF THE LAND  
OFFICE, STATE OF OKLAHOMA

By: \_\_\_\_\_  
Elliot Chambers, Secretary

LEASE NO. [REDACTED] / CONTRACT NO. [REDACTED]

**INDIVIDUAL ACKNOWLEDGEMENT - ASSIGNEE**

STATE OF \_\_\_\_\_, )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared [NEW NAME], as [NEW TITLE] and authorized agent on behalf of [NEW LESSEE], to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth the day and year last written above.

\_\_\_\_\_  
Notary Public

**INDIVIDUAL ACKNOWLEDGEMENT - LESSEE**

STATE OF \_\_\_\_\_, )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared [CURRENT NAME], as [CURRENT TITLE] and authorized agent on behalf of [CURRENT LESSEE], to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth the day and year last written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGEMENT - CLO**

STATE OF OKLAHOMA, )  
 ) ss.  
COUNTY OF OKLAHOMA )

Before me, in and for the County of Oklahoma, State of Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Elliot Chambers as Secretary of the Commissioners of the Land Office, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth the day and year last written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

For Land Office Use Only
No. _____
Volume _____
Recorded _____ (Date)
By _____ (Records Clerk)