

*Cover page for:*

**Preliminary Title Insurance Schedules**  
**(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**American Abstract Company of McClain County**

**(File Number: 20250734)**

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**Auction Tracts 24 & 25**  
**(Kay County, Oklahoma)**

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*For June 24, 2025 auction to be conducted by:*

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

*On behalf of:*

**Estate of Ruth Helen Steichen**

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY 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.:** 20250734-1  
**Issuing Office File No.:** 20250734  
**Property Address:** Vacant Land Section 15, Ponca City, OK 74601

1. **Commitment Date:** May 23, 2025 at 07:59 AM

2. **Policy to be issued:**

**Proposed Amount of Insurance:**

- a. ALTA Owners Policy (07/01/2021)  
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement \$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. \$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:**

Ruth Helen Steichen, by a Warranty Deed recorded January 30, 1961 in Book 224, page 266.  
AND

Ruth Helen Steichen, by Patent recorded April 29, 1965 in Book 238, page 438 and Deed recorded June 8, 1961 in Book 224, page 129.

5. **The Land is described as follows:**

The Northwest Quarter of the Northeast Quarter of Section 15, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma, according to the government survey thereof.  
AND

The Northwest Quarter of Southeast Quarter and Southwest Quarter of the Northeast Quarter of Section 15, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma, according to the government survey thereof.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 20250734

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



**SCHEDULE A**  
(Continued)

**STEWART TITLE GUARANTY COMPANY**

*Gayle Helton*

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Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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File No.: 20250734

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 20250734

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 Ruth H. Steichen 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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
7. 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.

8. Obtain a Final Report for issuance of title policy.

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File No.: 20250734

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



## SCHEDULE B PART I

(Continued)

9. 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.
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 PURCHASE 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. A Transcript of the Estate of Ruth Helen Steichen has been examined. Obtain and file of record all valid recorded Orders of the court in regards to the subject lands and further requirements will be made as necessary.
13. Record properly executed Release of Mortgage:  
  
Mortgagor: Ruth Helen Steichen  
Mortgagee: Bancfirst  
Amount: ██████████  
Dated: 8/1/12  
Filed: 8/6/12  
Recorded: Book 1578 Page 799  
Refiled August 24, 2012 in Book 1581, page 334;  
Modification recorded May 10, 2018 in Book 1775, page 978;  
Modification recorded October 7, 2019 in Book 1818, page 171;  
Modification recorded January 23, 2020 in Book 1826, page 843;  
Modification recorded July 20, 2020 in Book 1841, page 37;  
Modification recorded February 26, 2021 in Book 1861, page 763;  
Modification recorded September 20, 2021 in Book 1882, page 41.
14. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

*Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 561.*

*Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 511.*

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File No.: 20250734

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



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 20250734

**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. Rights or claims of parties in possession not recorded by the Public Records.
3. Easements, or claims of easements, not recorded by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded by the Public Records.
6. Taxes or assessments which are not recorded as existing liens by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Report of Commissioners to Oklahoma Natural Gas Company recorded in Book 43, page 319. (Section 15)
11. Easement Agreement recorded July 28, 2014 in Book 1650, page 931. (Section 15)

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File No.: 20250734

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



## SCHEDULE B PART II

(Continued)

12. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.

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File No.: 20250734

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





**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

*Gayle Helton*

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

Gayle Helton License No. 85561

American Abstract Company of McClain County,  
Inc.



*Frederick H. Eppinger*

Frederick H. Eppinger  
President and CEO

*David Hisey*

David Hisey  
Secretary

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010-UN ALTA Commitment for Title Insurance (07-01-2021)



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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010-UN ALTA Commitment for Title Insurance (07-01-2021)



## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

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

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010-UN ALTA Commitment for Title Insurance (07-01-2021)



## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

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

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, 1980 Post Oak Blvd, Suite 800, Houston, TX 77056.

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File No.: 20250734

010-UN ALTA Commitment for Title Insurance (07-01-2021)



*Exceptions*  
*# 10*

Recorded OCT 22 1974 at 3:40 o'clock P.  
Reception 14758 Norma Lee Cook, Kay County Clerk  
Patty L. Ballagh, Dep. (Seal)

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA

OKLAHOMA NATURAL GAS COMPANY,  
a corporation,

Plaintiff,

vs.

No. CIV-74-689-C

A 30-foot wide easement and right-of-way for a natural gas pipeline to be located upon, certain tracts of land in Kay County, Oklahoma;

AND

The United States of America, Trustee, as a matter affecting the title of certain Plains Indian Land previously allotted but held in trust with certain restraints upon alienation and presently held in trust for:

The Heirs of HERBERT H. C. EAGLE, Ponca, Allotment No. 146: MILDRED H. C. EAGLE WARRIOR; CHRISTINE H. C. EAGLE HAYMOND; VIVIAN H. C. EAGLE CORNELL; MADELYN H. C. EAGLE NORMAN;

AND

ELBERT URBAN, lessee,

Defendants.

FILED

OCT 9 1974

REX B. HAWKS  
CLERK, U. S. DISTRICT COURT  
*[Signature]*  
DEPUTY

REPORT OF COMMISSIONERS

Return to:  
OKLAHOMA NATURAL GAS COMPANY  
Land & Geological Department  
Box 871  
Tulsa, Oklahoma 74102

BOOK 043 PAGE 319

We, the undersigned commissioners appointed as such in the above-styled and numbered cause, do hereby submit this, our report, as directed in said order of appointment.

On the 5 day of October, 1974, we took the oath and proceeded to view the property and premises described in Exhibit "1" attached hereto and by this reference incorporated herein.

We further report in accordance with said order of appointment that it is necessary for the plaintiff to locate and install a 16-inch pipeline across the above-described lands and to obtain a permanent easement 30 feet in width for a distance of 92 rods and an additional temporary easement 15 feet in width along both sides of the above-described permanent easement for the construction and operation of said pipeline to be used for the transmission of natural gas; that we have considered the injury and damage which the defendants as the owners of an interest in such lands will sustain by reason of the laying, maintaining, operating and removing of such pipeline across and upon said property at the location shown on the plat attached to the original petition, and we hereby fix the amount of damages due the defendants as the owners thereof by reason of the taking by plaintiff of said temporary and permanent easements for the proposed pipeline thereon as follows, to-wit:

TRACT "A" \$ 1250<sup>00</sup>

TRACT "B" \$ 50<sup>00</sup>  
EIBet + U+B = N 310.00

IN WITNESS WHEREOF, we have hereunto set our hands on

this 7 day of October, 1974.

COMMISSIONERS' FEES:

\$ 150<sup>00</sup>

\$ 150<sup>00</sup>

\$ 150<sup>00</sup>

Calvin Curran

William X. [unclear]

Tom Coulter

Commissioners

I hereby certify that a copy of this report was filed on 10/19/74  
by Judith L. Morgan Deputy

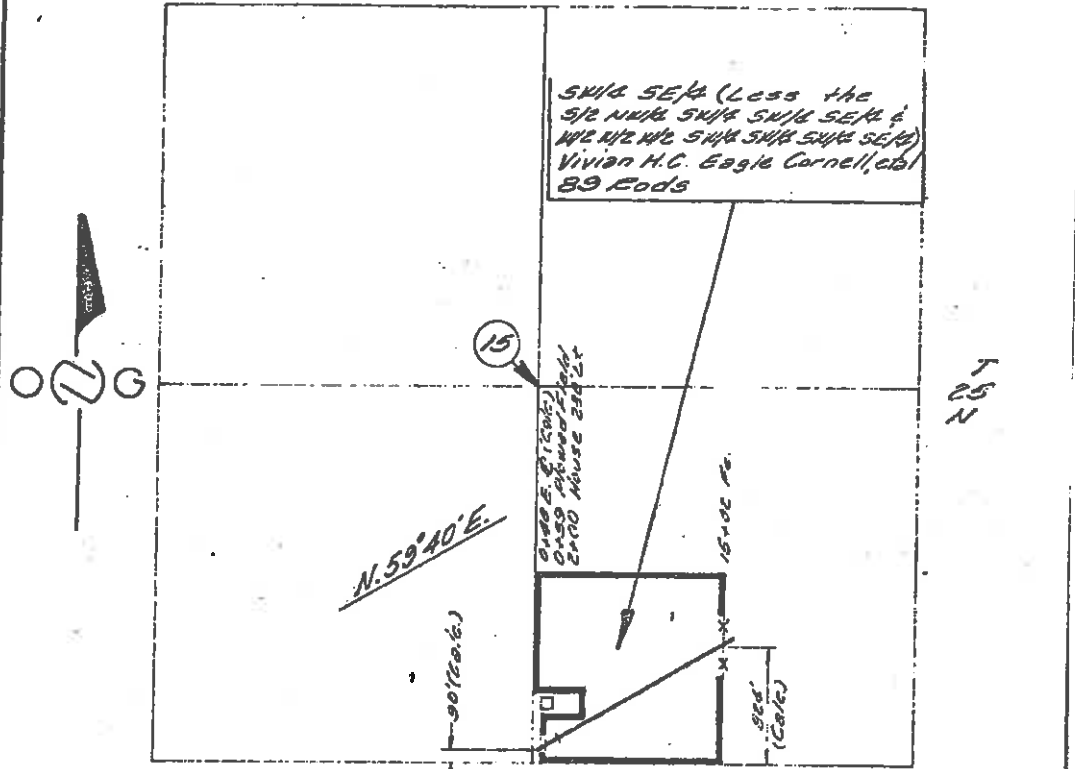
TRACT A

The Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) (less the South Half [S/2] of the northwest Quarter [NW/4] of the Southwest Quarter [SW/4] of the Southwest Quarter [SW/4] of the Southeast Quarter [SE/4] and West Half [W/2] of the West Half [W/2] of the West Half [W/2] of the Southwest Quarter [SW/4] of the Southwest Quarter [SW/4] of the Southwest Quarter [SW/4] of the Southeast Quarter [SE/4]) of Section Fifteen (15), Township Twenty-five (25) North, Range One (1) East, Kay County, Oklahoma.

TRACT B

The South Half (S/2) of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) and West Half (W/2) of the West Half (W/2) of the West Half (W/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Fifteen (15), Township Twenty-five (25) North, Range One (1) East, Kay County, Oklahoma.

KAY COUNTY  
R1E



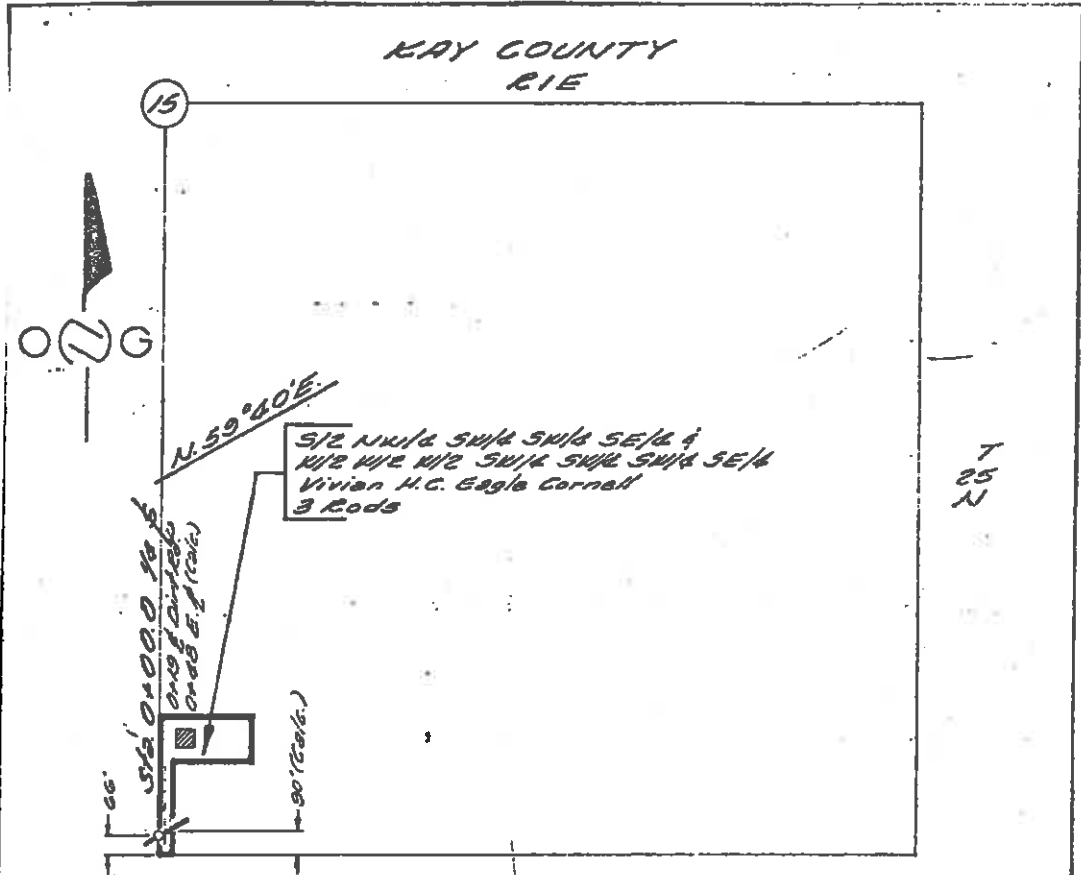
Location of proposed 16-inch gas pipeline in the SW/4 SE/4 (less the S/2 NW/4 SW/4 SW/4 SE/4 and W/2 W/2 W/2 SW/4 SW/4 SE/4) of Section 15, T25N, R1E, Kay County, Oklahoma, the centerline of which is more particularly described as follows:

Beginning at a point approximately 90 feet north of the SE/corner of the W/2 W/2 SW/4 SW/4 SW/4 SE/4 of Section 15, T25N, R1E; thence N.59°40'E. a distance of approximately 1454 feet to a point approximately 824 feet north of the SE/corner of the SW/4-SE/4 of said Section 15, a total distance of approximately 1454 feet or 89 rods.

TRACT 'A'

EXHIBIT 'A'

OKLAHOMA NATURAL GAS COMPANY			
LINE N-7 10"			
PROPOSED 16" GAS PIPELINE CROSSING PROPERTY OF VIVIAN H.C. EAGLE CORNELL, ET AL			
SURVEY	R.D.S.	P.S.	P.
DESIGNED		DATE	8-8-70
DRAWN	CHS	SCALE	1"=1000'
CHECKED	J.	J.D. 5-23-70	
ENG. NO.		FILE	3-10-2



Location of proposed 16-inch gas pipeline in the S/2 NW/4 SW/4 SW/4 SE/4 and W/2 W/2 W/2 SW/4 SW/4 SW/4 SE/4 of Section 15, T25N, R1E, Kay County, Oklahoma, the centerline of which is more particularly described as follows:

Beginning at a point 66 feet north of the SW/corner of the W/2 W/2 W/2 SW/4 SW/4 SE/4 of Section 15, T25N, R1E; thence N.59°40'E. a distance of approximately 48 feet to a point approximately 90 feet north of the SE/corner of the W/2 W/2 W/2 SW/4 SW/4 SW/4 SE/4 of said Section 15, a total distance of approximately 48 feet or 3 rods.

TRACT "B"

EXHIBIT "B"

OKLAHOMA NATURAL GAS COMPANY			
LINE N-9 10"			
PROPOSED 16" GAS PIPELINE CROSSING PROPERTY OF VIVIAN H.C. EAGLE CORNELL			
SUPPLY	RDS	F.S.	P.
DESIGNED	DATE		8-8-74
DRAWN	SCALE		1" = 500'
CHECKED	DATE		J.D. 5-23-80
DRG. NO.	FILE	4-10-2	OF 1

#11



1-2014-006433 07/28/2014 8:05 am  
Book 1650 Pg 0931-0935  
Fee: \$ 21.00 Doc: \$ 0.00  
Tammy Reese - Kay County Clerk  
State of Oklahoma

**EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants herein, the sufficiency of the consideration and covenants being acknowledged as good and sufficient consideration (collectively, the "Consideration"), Ruth Helen Steichen, whose mailing address is 6151 W. Fountain Road, Ponca City, OK 74601 (hereinafter called "Grantor") does hereby grant, sell, convey unto International Energy Company, LLC., an Oklahoma Corporation, whose mailing address is 1801 E. 71<sup>st</sup> Street, Tulsa, OK 74136, its successors and assigns (hereinafter called "Grantee"), a forty (40) year easement (the "Easement"), with reasonable renewal provisions at the end of the initial term, for the sole purposes, in connection with operation of certain oil and gas leases operated by Grantee, of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing with same size pipe or a smaller size pipe, altering, reconstructing, removing, and abandoning two pipelines only, together with all fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto (collectively, the "Pipeline") (it being expressly understood, however, that this Easement is not a multi-use easement and shall not give Grantee the right to construct or operate above-ground facilities of any kind (unless expressly set for them in this agreement), for the specific transportation of natural gas and salt water in such two pipelines within one trench through a strip of land forty feet (40 ft.) in width (the "Easement Area"), located on real property situated in the County of Kay, State of Oklahoma owned by Grantor and described as follows:

40ft. wide along the West and South line of the W2 NE/4 of 15-25N-1E (the "Property")

The aforesaid Easement is granted subject to the following terms, stipulations and conditions all of which are hereby covenanted and agreed to by Grantor and Grantee and shall be covenants that run with the land and binding upon and enforceable against Grantor and Grantee and their successors and assigns. By acceptance of any of the benefits under this Agreement, including without limitation, the grant of the Easement herein, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of Grantor and Grantee for claims for damages and losses relating to the Easement or the Easement Area are described in subparagraphs A and B below:
  - A. Grantee will pay all reasonable costs and expenses (including, reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area, including, but not limited to, damages caused by petroleum leaks and spills (including any substances transported through the pipeline), and damages to Grantor's crops, pastures, drainage systems, produce, natural springs, water wells, ground water, livestock, bridges, lanes, improvements, equipment, fences, structures, terraces, waterways or timber, except to the extent the damages are caused by the gross negligence or willful gross misconduct of Grantor.
  - B. Grantor waives any claims, now and in the future, that challenge the validity of this Easement or that seek additional compensation relating to the grant of the Easement.
2. Grantee shall have the right to cut all fences to have access to the Easement Area for construction purposes only, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner

acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assign's cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).

3. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances Grantor, its successors, heirs or assigns, reserve the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area or adjacent property. Further, in the event of a dispute between Grantor and Grantee regarding Grantee's decision that a proposed or actual use by Grantor constitutes an unauthorized or disallowed use under this paragraph, the parties agree to submit the issue to a mediator agreed upon by Grantor and Grantee with the costs of its mediation to be paid one half each by Grantor and Grantee. If an agreed upon resolution is not reached, the parties may submit the issue to the applicable Court.
4. Grantee, at its expense, will remove all trash, cans, waste materials and other debris ("Debris") within five days after completion of construction of the Pipeline in the Easement Area within five days after any other subsequent work performed by Grantee in the Easement Area. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
5. Grantee, at its expense, agrees to reseed and fertilize as many times as necessary, with the same native grass or improved pasture grass, existing on the Property to re-establish after construction a substantial stand on the Easement Area crossing any pasture land portion of Grantor's Property.
6. Except in case of emergency, ingress and egress to the Easement Area shall be limited to its terminal (entry and exit) points and existing public roadways unless otherwise agreed to in writing between Grantor and Grantee.
7. The Pipeline in the Easement Area shall be installed at a minimum depth of 48", measured from the top of the pipe to the surface of the ground and will meet or exceed applicable regulations for depth of cover.
8. During installation of the pipeline, as applicable, topsoil shall be stripped and stockpiled in a windrow along the right of way and replaced to pre-existing depths. Any excess subsoil or rocks in size exceeding 2" and exposed to the surface due to construction activity shall be removed from the easement to a location designated by or approved by the Grantor.
9. Should there be any terraces or conservation structures on the Property which are crossed by the Easement Area, then all such terraces or conservation structures shall be replaced and

reconstructed to their pre-construction condition. All such work shall be at the Grantee's sole expense.

10. All waterways crossed by the Easement Area shall be reconstructed and reseeded as many times as necessary to return the waterways to their pre-construction condition. All such work shall be at the Grantee's sole expense.
11. Any erosion damage (including but not limited to, natural spring flow) occurring inside or outside of the subject Easement Area which is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Easement remains in effect. Grantor agrees to provide Grantee with access to the lands, where erosion has occurred outside the Easement, without delay or additional added cost to repair such erosion.
12. Grantor shall not install other pipelines and utility lines across the Easement Area unless such installation complies with applicable laws and regulations and does not interfere or conflict with Grantee's rights hereunder. Prior to construction of such pipelines and utility lines across the Easement Area, Grantor shall provide to Grantee for its review and approval detailed plans for the construction of such pipeline or utility lines.
13. No permanent above-ground equipment or appurtenances of any kind are to be placed by Grantee on said Easement Area except fence line markers.
14. Within five days following completion of construction, Grantee shall file with the county clerk of the county where the Property is located an "as built survey" drawing reflecting the actual location of the Pipeline. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall, if accurate, for all purposes, establish the location of the Easement.
15. Within sixty (60) days after installation of said Pipeline, weather and soil conditions permitting, Grantee shall repair and restore the Easement Area as nearly as possible to its original condition and contour and maintain the surface to prevent erosion and/or backfill sinking below original ground level in the Easement Area for a continuing period of at least 10 years subsequent to completion of the Pipeline construction, to the extent that such maintenance shall be for only those contour, backfill sinking and other surface issues that are a direct result of the installation of the pipeline or due to the presence of the pipeline. In connection with such maintenance Grantee agrees to reseed and/or re-soil as necessary to restore land to original condition. Grantee shall bear all the expense to satisfy these obligations.
16. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, its lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitors construction, use, operation or maintenance of a pipeline on the Easement Area or any other authorized or unauthorized use of the Easement Area by any one of the Indemnitors.

17. Grantee hereby agrees to pay for all additional crop, surface, erosion, and ground water (including natural springs) damages caused by its repair, maintenance or other operations which occur in the future after the initial construction of said pipeline. Said amount of additional damages to be paid by Grantee to Grantor shall be the actual damages per occurrence.
18. Should the Grantee decide to abandon the Improvements in the Easement Area, the Grantee may, at its option, either leave the improvements in place or remove them. In the event the Grantee elects to remove the improvements, the Grantee shall restore the Easement Area as nearly as practicable to its condition prior to removal. In the event the Grantee elects to abandon the improvements in place, the Grantee shall comply with all laws, rules and regulations relating to such abandonment applicable at that time. In either event, Grantee will send to Grantor (or the current owner of the Easement Area) written notice of Grantee's intent and a date by which the improvements in the Easement Area will be abandoned.
19. If Grantee fails (i) to satisfy and discharge in any respect any of its undertakings, duties, and/or obligations provided in this Easement in accordance with this Easement and (ii) to promptly undertake and diligently prosecute all appropriate measure to promptly and correctly remedy and cure such failure after Grantee's receipt of written notice of such failure from Grantor, then in addition to all other damages, remedies, rights, and recourses available under this Easement and/or applicable law to Grantor, Grantor shall be entitled to receive from Grantee, and Grantee shall promptly pay to Grantor all of Grantor's reasonable attorneys' fees incurred by or with respect to that failure and/or related to Grantor's enforcement of Grantor's rights and remedies under this Easement and/or applicable law.
20. Any payment hereunder may be made or mailed to Grantor at the address shown above.
21. All obligatory notice under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.
22. This Agreement shall be binding upon and enforceable against Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.
23. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.
24. The terms and conditions of the Easement granted herein shall be subject to all applicable laws, regulations and permit conditions.
25. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

26. The rights granted hereby to Grantee may be assigned by Grantee in whole, in Grantee's sole discretion.
27. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 24<sup>th</sup> day of July 2014.

GRANTOR: Ruth Helen Steichen

Sign Name: Ruth Helen Steichen  
Ruth Helen Steichen

STATE OF OKLAHOMA

COUNTY OF Creek

Before me, a Notary Public in and for said County and State, on the 24<sup>th</sup> day of July, 2014, personally appeared Ruth H. Steichen to me personally known to be the identical person who executed the foregoing instrument, and acknowledged that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

W. Blaine Bacon

NOTARY PUBLIC

My Commission No. 13001484

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

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

(Seal)

