

**746<sup>±</sup>**  
**acres**  
*offered in 13 tracts*  
from 15<sup>±</sup> to 208<sup>±</sup> acres



*Part of the Famous  
Johnson Ranch*

*1.5 Miles of Frontage  
on Hwy 9*

*Intersection of  
Hwy 9 and US 62*

*Land Never Offered to  
the Public Until Now*

*Blanchard & Newcastle Schools*

SOUTHWEST CORNER

TRACT 31

*Newcastle, Oklahoma* HOME SITES AND DEVELOPMENTAL  
**LAND AUCTION**

WEDNESDAY, JUNE 21 AT 2PM

*held at Southwind Hills, Goldsby, Oklahoma*

**INFORMATION  
BOOKLET**

# DISCLAIMER

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

**AUCTION  
MANAGER**

**BRENT WELLINGS • 972-768-5165 • [brent@schraderauction.com](mailto:brent@schraderauction.com)**



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

*Follow us and download our new Schrader iOS app*





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# **BIDDER PRE-REGISTRATION FORM**

**WEDNESDAY, JUNE 21, 2017**

**1371 ACRES – GOLDSBY, OKLAHOMA**

**746 ACRES – NEW CASTLE, OKLAHOMA**

This form must be received at Schrader Real Estate and Auction Company, Inc.,

P.O. Box 508, Columbia City, IN, 46725

Fax # 260-244-4431, no later than Wednesday, June 14, 2017.

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

Brochure  Newspaper  Signs  Internet  Radio  TV  Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail  E-Mail E-Mail address: \_\_\_\_\_

Tillable  Pasture  Ranch  Timber  Recreational  Building Sites

What states are you interested in? \_\_\_\_\_

*Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.*

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Online Auction Bidder Registration**  
**1371± Acres • Goldsby, Oklahoma**  
**746± Acres • Newcastle, Oklahoma**  
**Wednesday, June 21, 2017**

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

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

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, June 21, 2017 at 2:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, June 14, 2017**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

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

E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



# **TRACT DESCRIPTIONS**

**746<sup>±</sup>**  
**acres**  
offered in 13 tracts

# Newcastle, Oklahoma

# LAND AUCTION

## HOME SITES AND DEVELOPMENTAL

*The Copeland Ranch is located at the intersection of Hwy 9 and US 62, within the corporate limits of Newcastle, Oklahoma and approximately 4 miles west of Interstate 35 and the Riverwind Casino. 1.5± miles of the property fronts Hwy 9, which has a 17,000 average daily traffic count according to ODOT 2015 statistics. The west boundary of the ranch has approximately 2,000 feet of frontage on US 62, with an 11,900 average daily traffic count according to the same ODOT statistics. The ranch is comprised of generally rolling terrain, creating some terrific vistas and views of the Oklahoma City skyline. We will be offering the property in parcels ranging in size from 15 to 208 acres; with such diversity there are options in this sale for many different types of buyers. Bid on any individual parcel or combination of parcels that best fit you needs.*

## WEDNESDAY, JUNE 21 AT 2PM

**TRACT 26:** 15± acres located at the intersection of Hwy 9 and US 62, this parcel offers terrific future development potential and visibility.

**TRACT 27:** 35± acres that surrounds Tract 26 and fronts both Hwy 9 and US 62.

**TRACT 28:** 45± acres with frontage on Hwy 9, a nice creek dissects this parcel creating an area for a terrific potential water feature or lake.

**TRACT 29:** 45± acres with frontage along Hwy 9, great elevation and views of the surround landscape.

**TRACT 30:** 62± acres fronting Hwy 9 and offering a mixture of open terrain and mature trees.

**TRACT 31:** 48± acres fronting Hwy 9 and offering a mixture of open terrain, mature trees and an excellent watershed pond.

**TRACT 32:** 20± acres fronting Hwy 9 with great elevation and views of the surrounding landscape.

**TRACT 33:** 30± acres fronting Hwy 9 with great view to the north toward the Oklahoma City skyline.

**TRACT 34:** 30± acres fronting Hwy 9 with a balance of mature trees and open pasture, this could make an excellent potential building site.

**TRACT 35:** 208± acres along US 62 with gently rolling terrain, mature trees and a fantastic pond in the center of the tract with plenty of places for additional water features.

**TRACT 36:** 155± acres "Swing Tract" with an excellent pond, open pasture of mature trees. Combine with surrounding parcels to create a package that best fits your needs.

**TRACT 37:** 30± acres along SE 32nd Street on the north side of the property. This parcel has traditionally been used as a hay meadow, is very clean and would make a terrific potential building site.

**TRACT 38:** 26± acres that offers a tremendous view toward the Oklahoma City skyline, terrific potential building site.

## TERMS AND CONDITIONS:

**PROCEDURE:** Tracts 1 through 38 will be offered in individual tracts, in any combination of these tracts, or as a total unit per auction date and time. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

**MULTI-PROPERTY AUCTION:** This brochure includes details on Tracts 26 through 38 of a multiple property auction that includes 38 total tracts. More details on Tracts 1 through 25 are available by visiting [www.schraderauction.com](http://www.schraderauction.com) or by calling 1-800-451-2709.

**BUYER'S PREMIUM:** The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

**DOWN PAYMENT:** 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check.

**YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

**APPROVAL OF BID PRICES:** All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

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

**EVIDENCE OF TITLE:** Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the

title insurance policy, will be the responsibility of the buyer(s).

Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

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

**POSSESSION:** Possession of the land shall be at closing, subject to rights of current tenants. Tracts 18, 20, 21, 22 and 23 are subject to a farm lease that expires at harvest of existing 2017 crops. Tract 19 is subject to a farm lease that expires June 30th, 2017. Tracts 26 through 38 are subject to a pasture lease that expires December 31st, 2017.

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

**MINERALS:** Seller will not specifically except or reserve any mineral rights, however; the Seller, Auction Company or its agents make no representation or warranty to the extent of mineral ownership, if any, held by Seller.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

**ACREAGE AND TRACTS:** All acreages are approximate and

have been estimated based on current legal descriptions and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

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

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

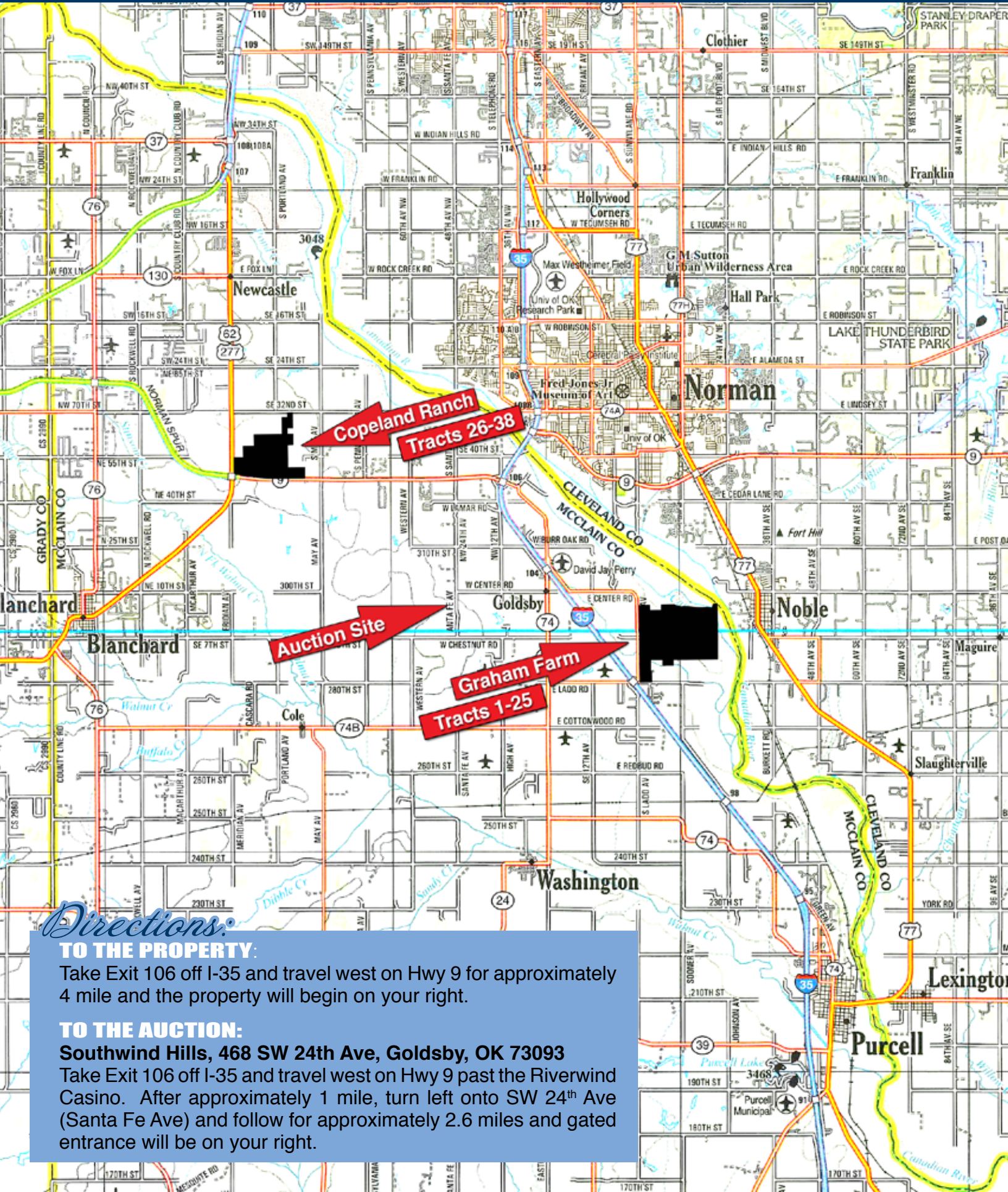
**NEW DATE, CORRECTIONS AND CHANGES:** Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

**OWNER:** South Canadian Land, LLC

# **LOCATION MAP**



# LOCATION MAP



**Copeland Ranch  
Tracts 26-38**

**Auction Site**

**Graham Farm  
Tracts 1-25**

## Directions:

### TO THE PROPERTY:

Take Exit 106 off I-35 and travel west on Hwy 9 for approximately 4 mile and the property will begin on your right.

### TO THE AUCTION:

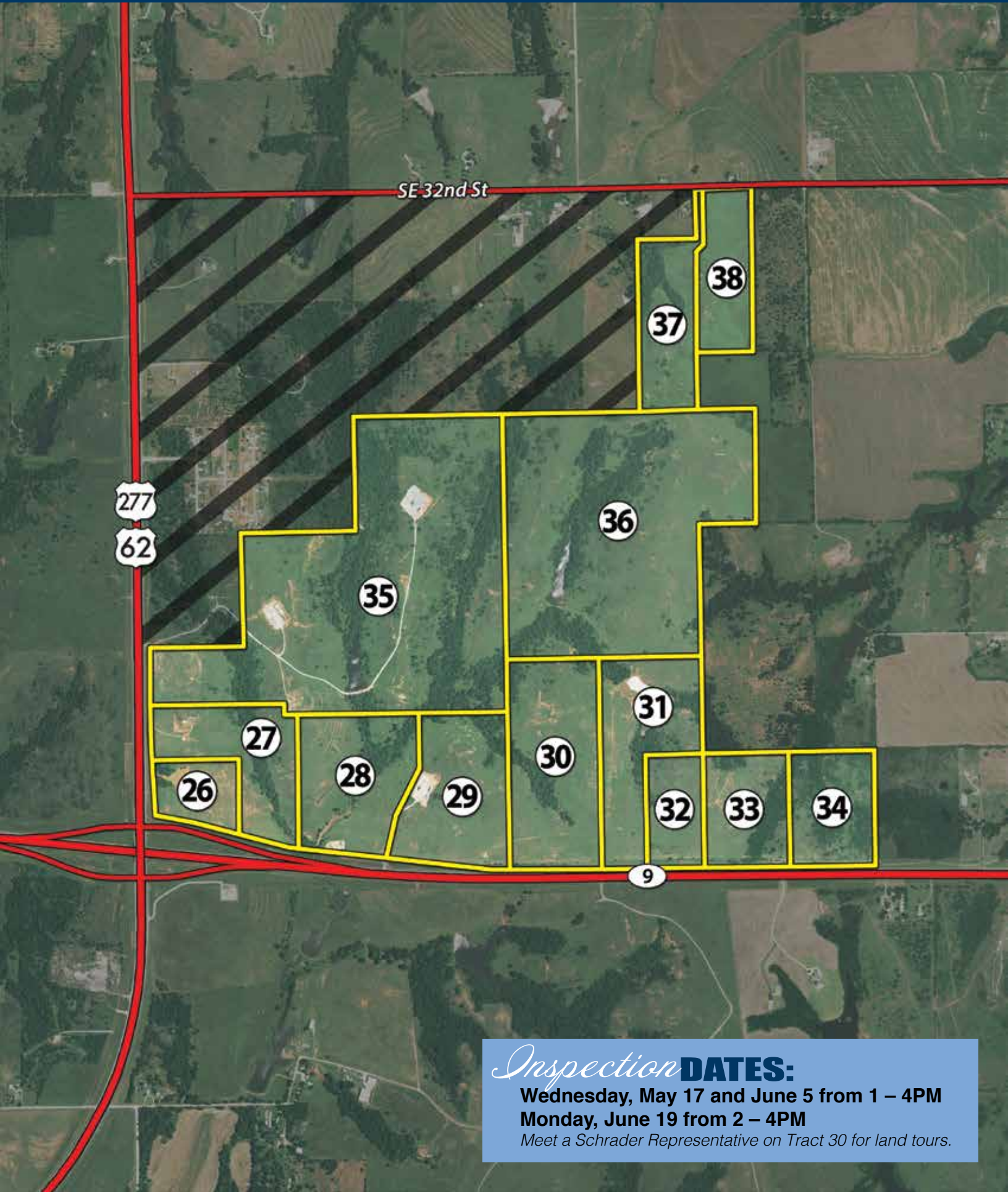
**Southwind Hills, 468 SW 24th Ave, Goldsby, OK 73093**

Take Exit 106 off I-35 and travel west on Hwy 9 past the Riverwind Casino. After approximately 1 mile, turn left onto SW 24th Ave (Santa Fe Ave) and follow for approximately 2.6 miles and gated entrance will be on your right.



# **TRACT MAP**

# TRACT MAP



## *Inspection* **DATES:**

**Wednesday, May 17 and June 5 from 1 – 4PM**

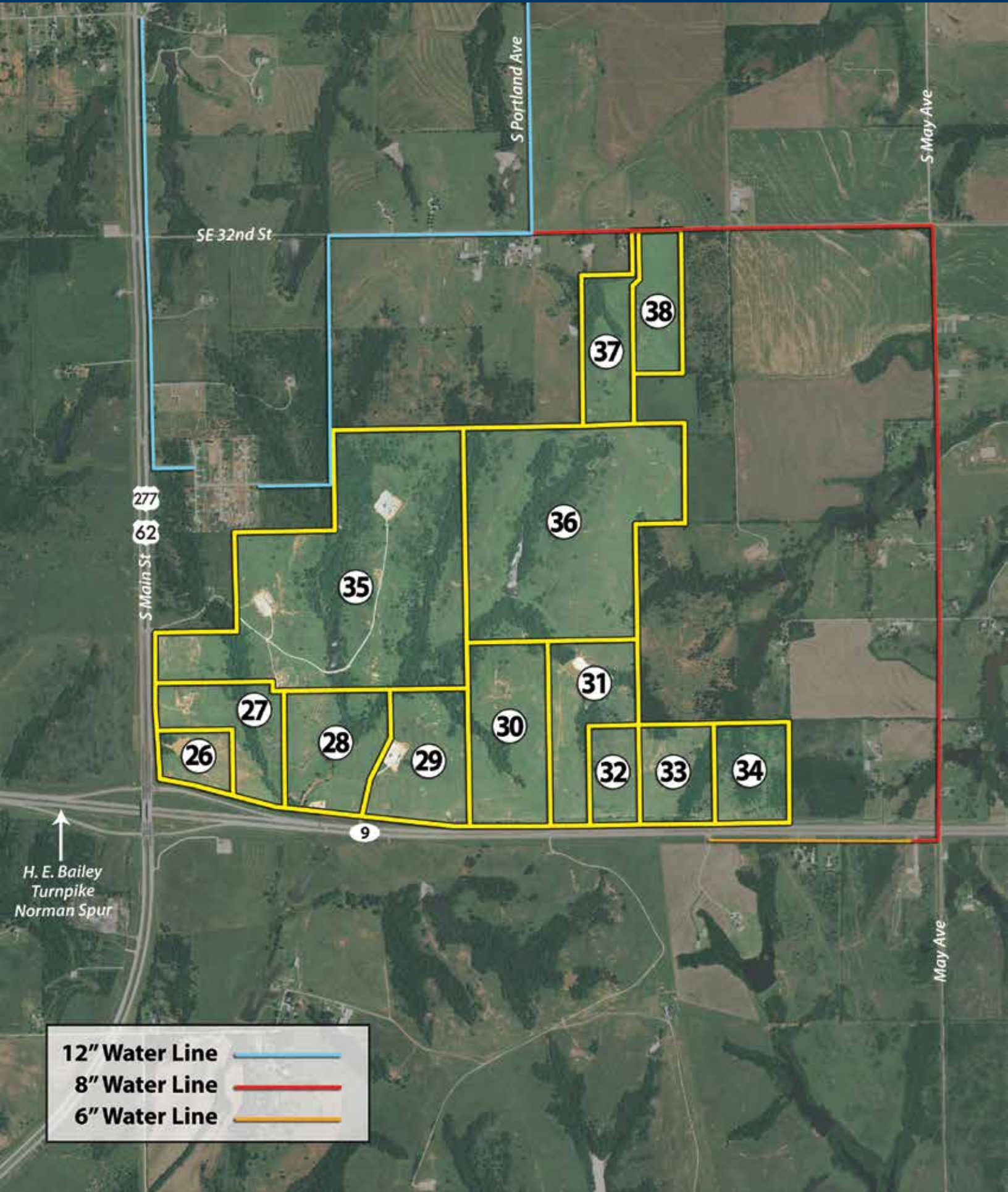
**Monday, June 19 from 2 – 4PM**

*Meet a Schrader Representative on Tract 30 for land tours.*

# **WATER LINES MAP**



# WATER LINES MAP

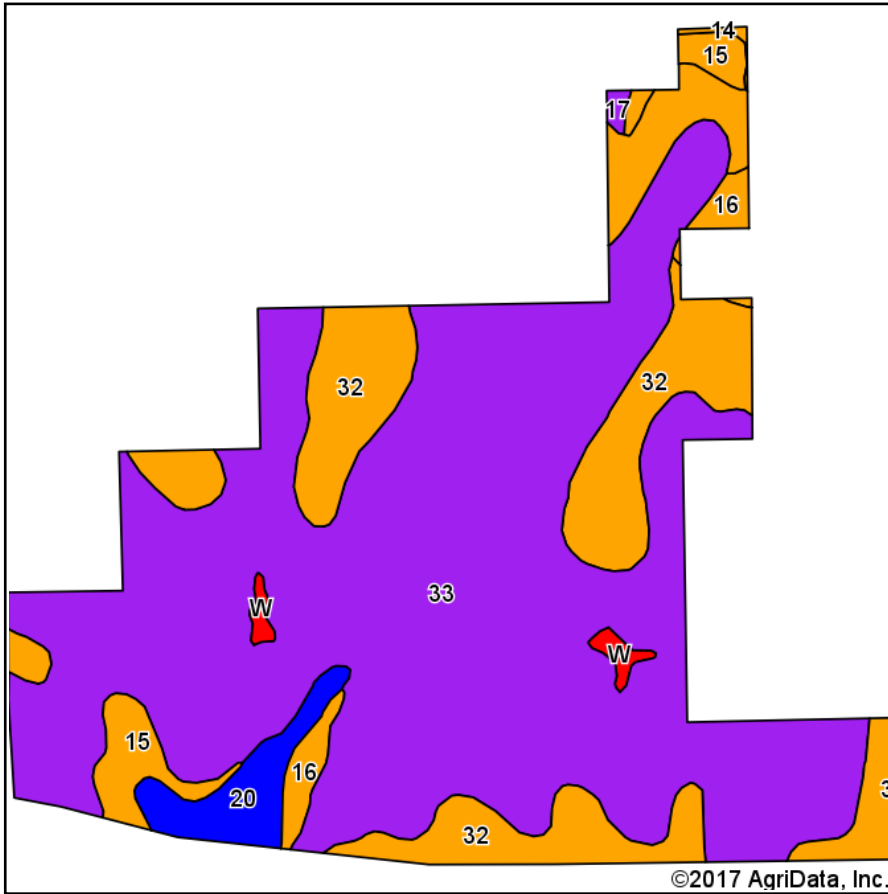


- 12" Water Line 
- 8" Water Line 
- 6" Water Line 

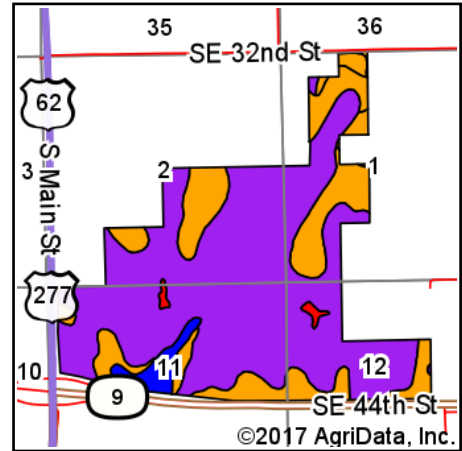


# **SOILS MAP**

# SOILS MAP



Soils data provided by USDA and NRCS.



State: **Oklahoma**  
 County: **McClain**  
 Location: **2-8N-4W**  
 Township: **Blanchard**  
 Acres: **776.6**  
 Date: **5/15/2017**



Maps Provided By



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www.AgriDataInc.com

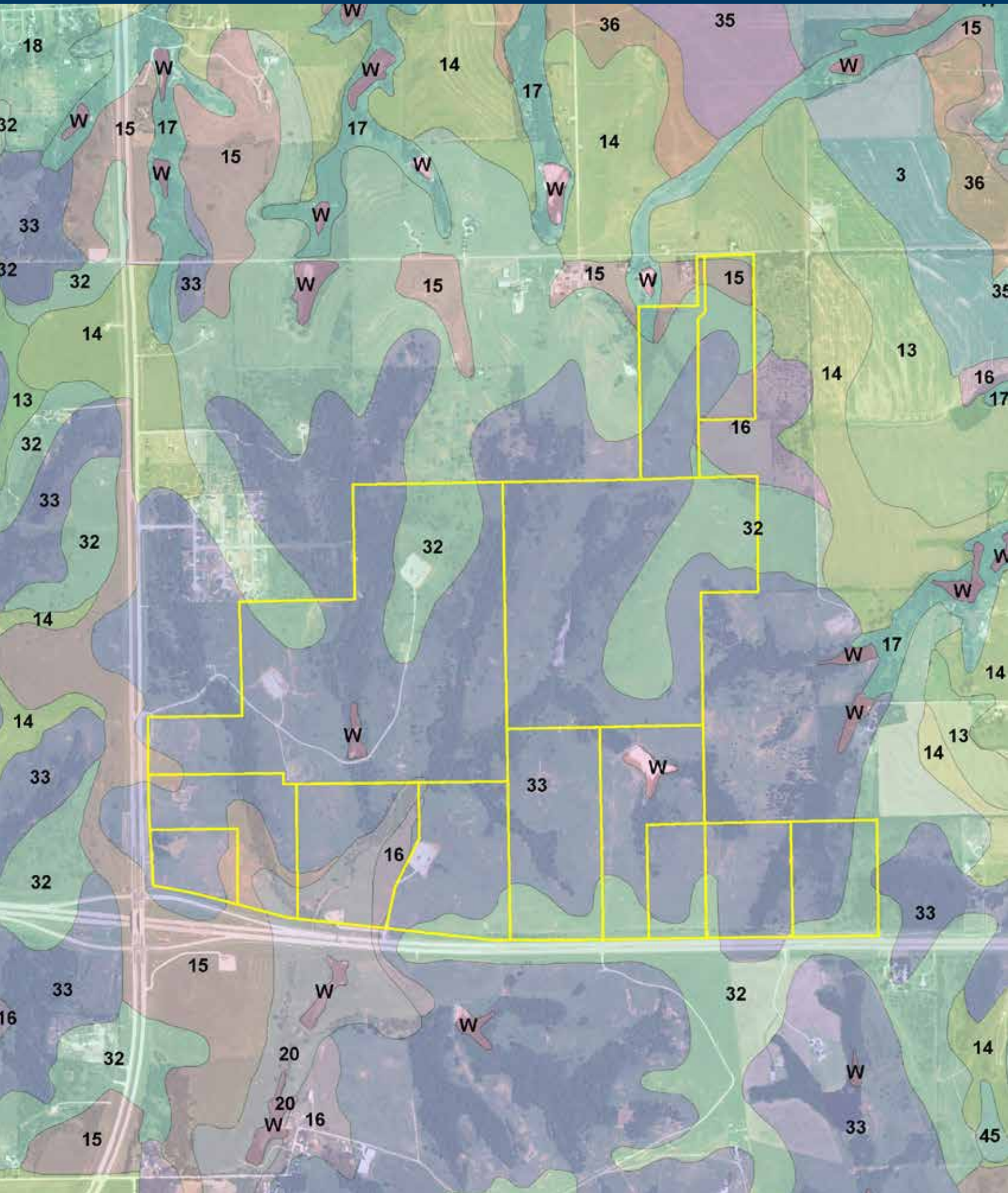


Area Symbol: OK087, Soil Area Version: 12

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Cotton lint	Grain sorghum	Improved bermudagrass	Introduced bluestem	Wheat	Caucasian bluestem	Peanuts	
33	Nash-Lucien complex, 5 to 12 percent slopes	553.86	71.3%		Vle				3	5		6	
32	Nash-Lucien complex, 3 to 5 percent slopes	153.44	19.8%		Ille	32	20		4	5	18	6	
15	Grant silt loam, 3 to 5 percent slopes	25.25	3.3%		Ille	22	48		6	6	33		
20	Keokuk silt loam, 0 to 1 percent slopes, occasionally flooded	23.29	3.0%		Ilw	556	58		9	9	31	11	
16	Grant silt loam, 5 to 8 percent slopes, eroded	13.05	1.7%		Ille	234	31		5	4	21	5	
W	Water	5.05	0.7%		VIII								
17	Grant-Port, frequently flooded, complex, 0 to 12 percent slopes	1.61	0.2%		Vle	44	30		5	5	22	3	
14	Grant silt loam, 3 to 5 percent slopes, eroded	1.05	0.1%		Ille	248	30		5	4	20	4	
<b>Weighted Average</b>						<b>28.1</b>	<b>7.9</b>		<b>3.5</b>	<b>5.1</b>	<b>6</b>	<b>5.9</b>	<b>47.2</b>

Soils data provided by USDA and NRCS.

# SOILS MAP

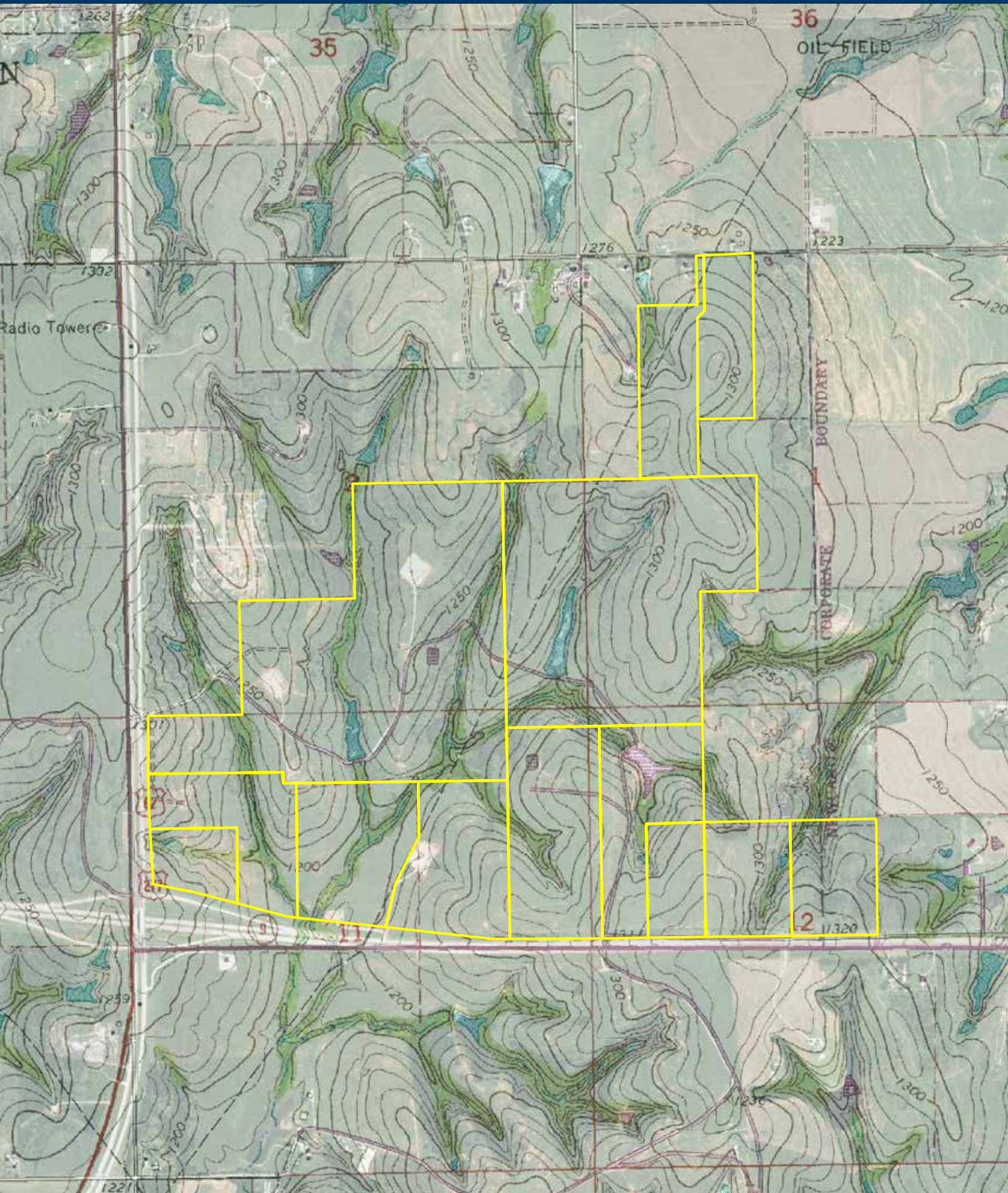






# **TOPOGRAPHIC MAP**

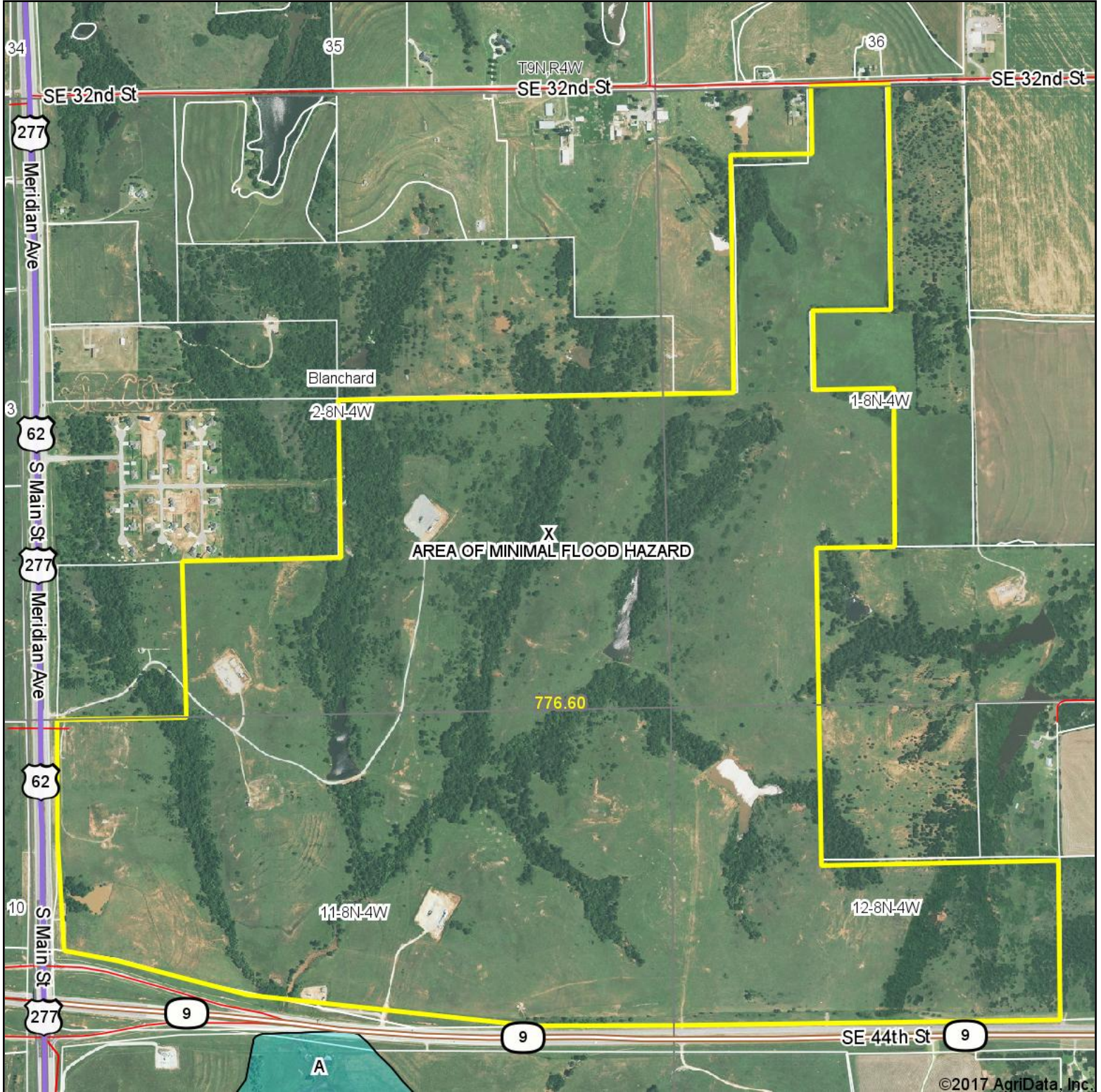
# TOPOGRAPHIC MAP



# **FLOOD ZONE MAP**



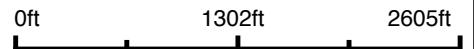
# FLOOD ZONE MAP



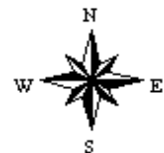
©2017 AgriData, Inc.



map center: 35° 11' 35.93, -97° 35' 7.47



**2-8N-4W**  
**McClain County**  
**Oklahoma**



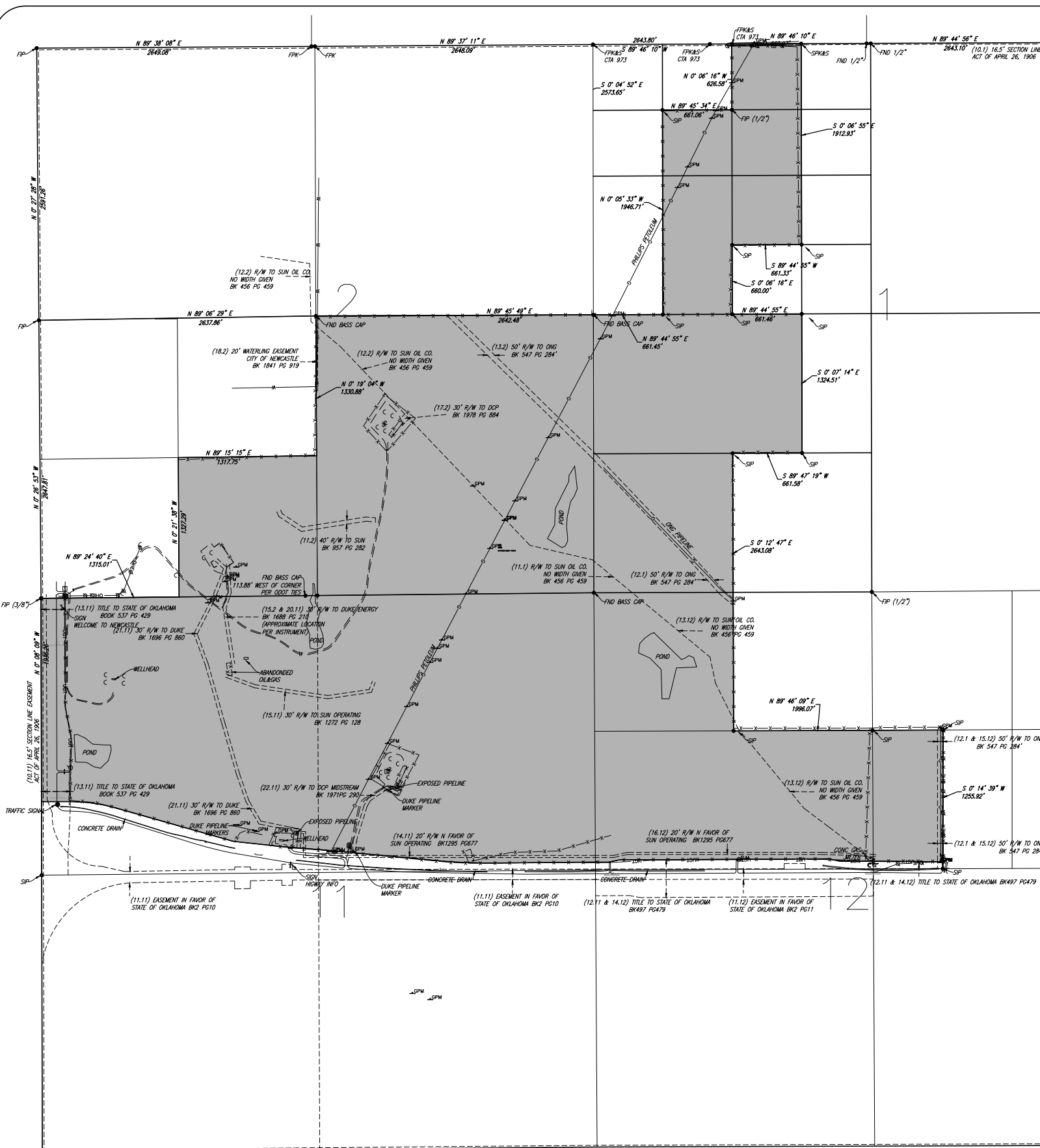
5/15/2017



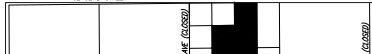
# **SURVEY**



# SURVEY



SE 3RD STREET R 3 W



LEGEND

# SURVEY

## SURVEYOR'S CERTIFICATE May 19, 2017

I Michael A. Dawson, a Professional Land Surveyor in the State of Oklahoma, do hereby certify to Old Republic National Title Insurance Company, and South Canadian Land LLC, an Oklahoma limited liability company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and including items 1.2, 3, 4, 7a, 8, 9, 10, 11, 16, and 19 of Table "A" thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance and my professional opinion, as a land surveyor registered in the State of Oklahoma, the Relative Accuracy of this survey does not exceed that which is specified therein.

The field work was completed as of the date set forth above and that an on the ground survey was made under my supervision of a tract of land described as follows:

### LEGAL DESCRIPTION

The West Half of the Northeast Quarter of the Northwest Quarter (W/2 NE/4 NW/4); AND the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE/4 NW/4 NW/4); AND the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW/4 SE/4 NW/4 ); AND the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4); AND the West Half of the Northeast Quarter of the Southwest Quarter (W/2 NE/4 SW/4); AND the West Half of the Southwest Quarter (W/2 SW/4) all in Section One (1), Township Eight (8) North, Range Four (4) West, I. M., McClain County, Oklahoma.

AND

The Southeast quarter and the Southeast quarter of the Southwest quarter, Section 2, Township 8 North, Range 4 West of the Indian Meridian, McClain County, Oklahoma.

AND

All that part of the North half of Section 11, Township 8 North, Range 4 West of the Indian Meridian, McClain County, Oklahoma, lying North of State Highway No. 9.

AND

The Northwest quarter of the Northwest quarter, and all of the South half of the Northwest quarter lying north of State Highway 9, and all of the west half of the southwest quarter of the northeast quarter lying north of State Highway 9, Section 12, Township 8 North, Range 4 West of the Indian Meridian, McClain County, Oklahoma

I further certify that the accompanying survey correctly shows the location of all buildings, structures and other aboveground improvements situated on the above premises; and that the property described hereon is the same as the property described in Old Republic National Title Insurance Company commitment number 1704-0013-68 (1-8N-4W), (2-8N84W), (11-8N-4W), (12-8N-4W) effective date of April 3, 2017 at 7:58am, and that all easements referenced in said title commitment have been plotted hereon or otherwise noted as to their effect on the subject property; that there are no building encroachments on the subject property or upon adjacent land abutting said property unless shown hereon.

Only the improvements shown hereon were located as per client's request.

I further certify that by graphic plotting only, this property is located within an area having a Zone Designation of X by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 40087C0080G & 40087C0090G with a date of identification of November 16, 2007 for Community No. 400101, 400538, & 400103 all in McClain County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

The property has direct access to State Highway 9, State Highway 62, and SE 32nd St, all being public streets or highways. Some access to subject property may be through oil lease roads.

The street address is unknown

The surveyor observed no evidence of earth moving work, building construction, or building additions during the field work.

There are no parking spaces

I further certify that the property corners were set or found as shown.

The shown description does form a mathematically closed figure.

This 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, as adopted July 23, 2013.

Any alteration of this property boundary survey or legal description by any party other than the author, stated below, voids this property boundary survey and legal description and the plat of survey to which it relates.

Note: Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

The following **AFFECT** this property:

#### Section 1

- Section line road easement created under the Act of April 26, 1906, (H.R. 5976) 34 Stat. at L. 137 (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
- Right of Way Agreement in favor of Sun Oil Company recorded in Book 456, page 459, subject to Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
- Right of Way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 547, page 284, subject to Assignment and Assumption of Easements recorded in Book 1405, page 732 and Assumption of Easements recorded in Book 1512, page 876.
- Right of Way Agreement in favor of Cherokee Pipe Line Company recorded in Book 334, page 691, subject to Conveyance & Assignment recorded in Book 543, page 1 and Assignment recorded in Book 1434, page 663.
- Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.

#### Section 2

- (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
- Right-of-Way Agreement in favor of Sun Exploration and Production Company recorded in Book 957, page 282, subject to Assignment recorded in Book 1102, page 1, Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
  - Right of Way Agreement in favor of Sun Oil Company recorded in Book 456, page 459, subject to Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
  - Right of Way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 547, page 284, subject to Assignment and Assumption of Easements recorded in Book 1405, page 732 and Assumption of Easements recorded in Book 1512, page 876.
  - Right of Way Agreement in favor of Cherokee Pipe Line Company recorded in Book 334, page 691, subject to Conveyance & Assignment recorded in Book 543, page 1 and Assignment recorded in Book 1434, page 663.
  - Pipeline Right of Way Grant in favor of Duke Energy Field Services, LP, recorded in Book 1688, page 210.
  - Pipeline Right of Way Grant in favor of Duke Energy Field Services, LP, recorded in Book 1696, page 860.
  - Pipeline Right of Way Grant in favor of DCP Midstream, LP, recorded in Book 1978, page 884.
  - Permanent Easement in favor of the City of Newcastle recorded in Book 1841, page 919.
  - Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.

#### Section 11

- Section line road easement created under the Act of April 26, 1906, (H.R. 5976) 34 Stat. at L. 137 (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
- Easement in favor of the State of Oklahoma recorded in Book 2, page 10.
- Title to the Land acquired by the State of Oklahoma, ex rel Department of Highways of the State of Oklahoma as set forth in Journal Entry in Case No. 0-72-121 in the District Court of McClain County, Oklahoma recorded in Book 497, page 479.
- Title to the Land acquired by the State of Oklahoma, ex rel Department of Highways of the State of Oklahoma as set forth in Journal Entry in Case No. C-74-151 in the District Court of McClain County, Oklahoma recorded in Book 537, page 429.
- Right of Way Agreement in Favor of Sun Operating Limited Partnership recorded in Book 1295, page 677, subject to Assignment recorded in Book 1422, page 936 and Assignment and Bill of Sale recorded in Book 1544, page 8.
- Right of Way Agreement in Favor of Sun Operating Limited Partnership recorded in Book 1272, page 128, subject to Assignment recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
- Right of Way Agreement in favor of Cherokee Pipe Line Company recorded in Book 334, page 691, subject to Conveyance & Assignment recorded in Book 543, page 1 and Assignment recorded in Book 1434, page 663.
- Title to Land Grant in favor of Mustang Fuel Corp. recorded in Book 574, page 30, subject to purported Release of Easement ROW Agreement executed by Enable Oklahoma Intrastate Transmission, LLC recorded in Book 2215, page 497.
- Right of way acquired by Oklahoma Turnpike Authority as set forth in Report of Commissioners recorded in Book 1536, page 454 and the Journal Entry recorded in Book 1563, page 821, as modified by Order Nunc Pro Tunc recorded in Book 1583, page 662, all in Case No. CV-99-320 in the District Court of McClain County, State of Oklahoma, and limitation of access rights as provided therein.
- Right of Way Agreement in favor of C & L Processors Partnership, a Texas general partnership recorded in Book 1541, page 59.
- Pipeline Right of Way Grant in favor of Duke Energy Field Services, L.P. recorded in Book 1688, page 210.
- Pipeline Right of Way Grant in favor of Duke Energy Field Services, L.P. recorded in Book 1696, page 860.
- Pipeline Right of Way Grant in favor of DCP Midstream, L.P. recorded in Book 1971, page 290.
- Electric Line Easement in favor of Oklahoma Electric Cooperative recorded in Book 1973, page 302.
- Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.

#### Section 12

- Section line road easement created under the Act of April 26, 1906, (H.R. 5976) 34 Stat. at L. 137 (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
- Easement in favor of the State of Oklahoma recorded in Book 2, page 11.
- Right of Way Contract in favor of Mid-Continent Pipe Line Company recorded in Book 416, page 659, subject to Assignment of Rights-of-Way recorded in Book 421, page 345, Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
- Right of Way Agreement in favor of Sun Oil Company recorded in Book 456, page 459, subject to Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
- Title to the Land acquired by the State of Oklahoma, ex rel Department of Highways of the State of Oklahoma as set forth in Journal Entry in Case No. 0-72-121 in the District Court of McClain County, Oklahoma recorded in Book 497, page 479.
- Right of Way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 547, page 284, subject to Assignment and Assumption of Easements recorded in Book 1405, page 732 and Assumption of Easements recorded in Book 1512, page 876.
- Right of Way Agreement in Favor of Sun Operating Limited Partnership recorded in Book 1295, page 677, subject to Assignment recorded in Book 1422, page 936 and Assignment and Bill of Sale recorded in Book 1544, page 8.
- Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.



# **FSA INFORMATION**

# FSA INFORMATION

OKLAHOMA  
MCCLAIN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 4715  
Prepared : May 17, 2017  
Crop Year : 2017

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

**Operator Name** :

**Farms Associated with Operator** : 40-087-370, 40-087-1218, 40-087-1395, 40-087-2669, 40-087-3664, 40-087-3814, 40-087-4458, 40-087-4502, 40-087-4665, 40-087-4666, 40-087-4667, 40-087-4715, 40-087-4803, 40-087-4804, 40-087-4819, 40-087-4855, 40-087-4856, 40-087-4863, 40-087-5024, 40-087-5025, 40-087-5161

**CRP Contract Number(s)** : None

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
836.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Related Activity	
0.00	0.00	0.00	0.00		0.00	No	0.00	0.00	

### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
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### NOTES

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**Tract Number** : 457

**Description** : C06 SSW,SE 2-8N-4W

**BIA Unit Range Number** :

**HEL Status** : HEL determinations not completed for all fields on the tract

**Wetland Status** : Tract does not contain a wetland

**WL Violations** : None

**Owners** : SOUTH CANADIAN LAND, LLC

**Other Producers** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
836.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
-----------	------------	-----------------------------	------------	-----------

### NOTES

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# FSA INFORMATION

OKLAHOMA  
MCCLAIN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 4715  
Prepared : May 17, 2017  
Crop Year : 2017

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*If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.*

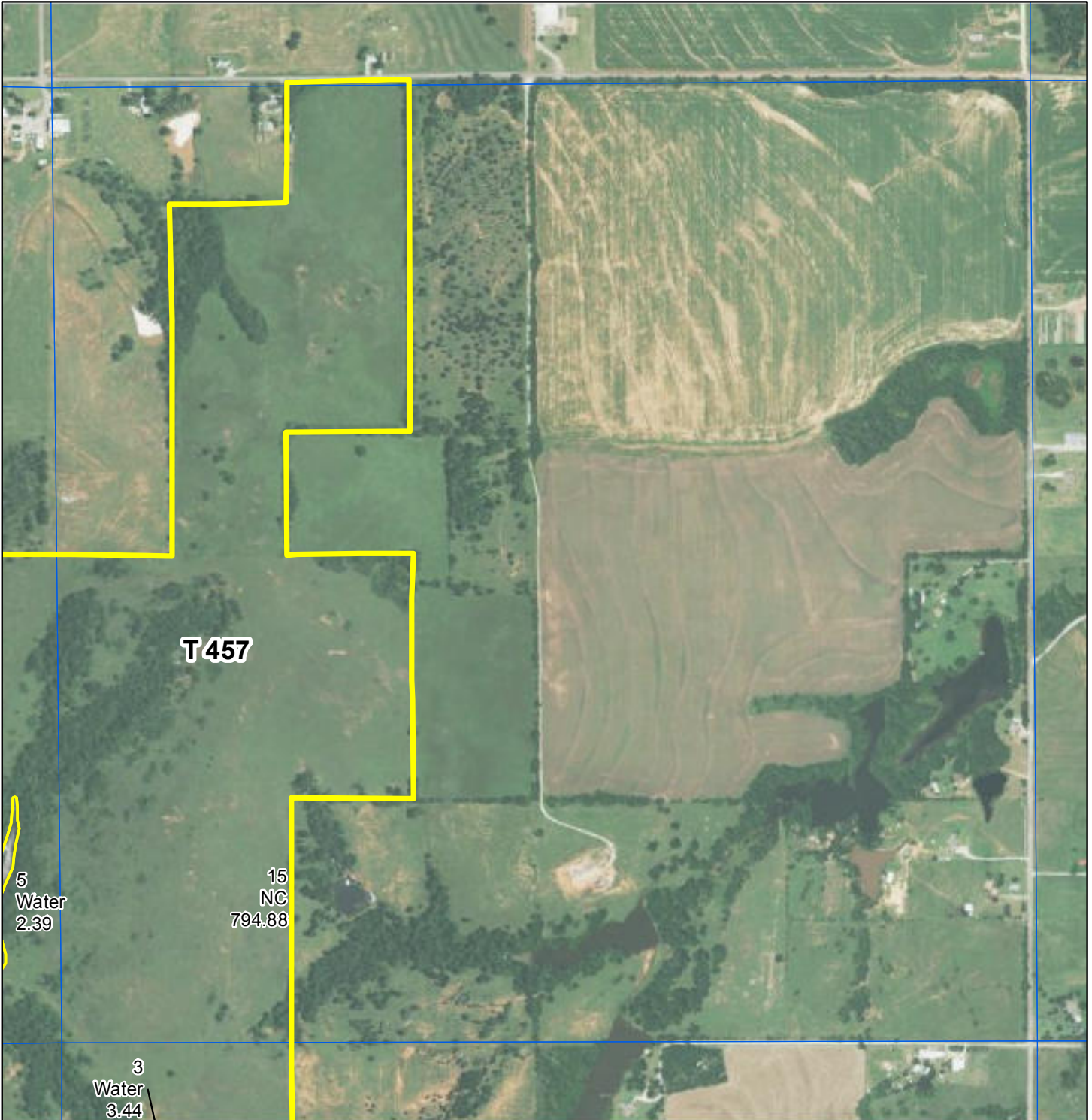
# FSA INFORMATION



United States  
Department of  
Agriculture

McClain County, Oklahoma

1-T8N-R4W



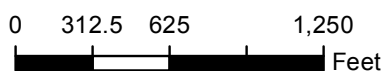
2017 Program Year

Map Created August 29, 2016

Farm 4715



Not to Scale



#### Wetlands

#### Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



# FSA INFORMATION



United States  
Department of  
Agriculture

McClain County, Oklahoma

11-T8N-R4W



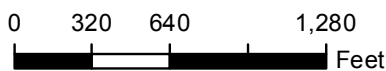
2017 Program Year

Map Created August 29, 2016

Farm 4715



Not to Scale



**Wetlands**

**Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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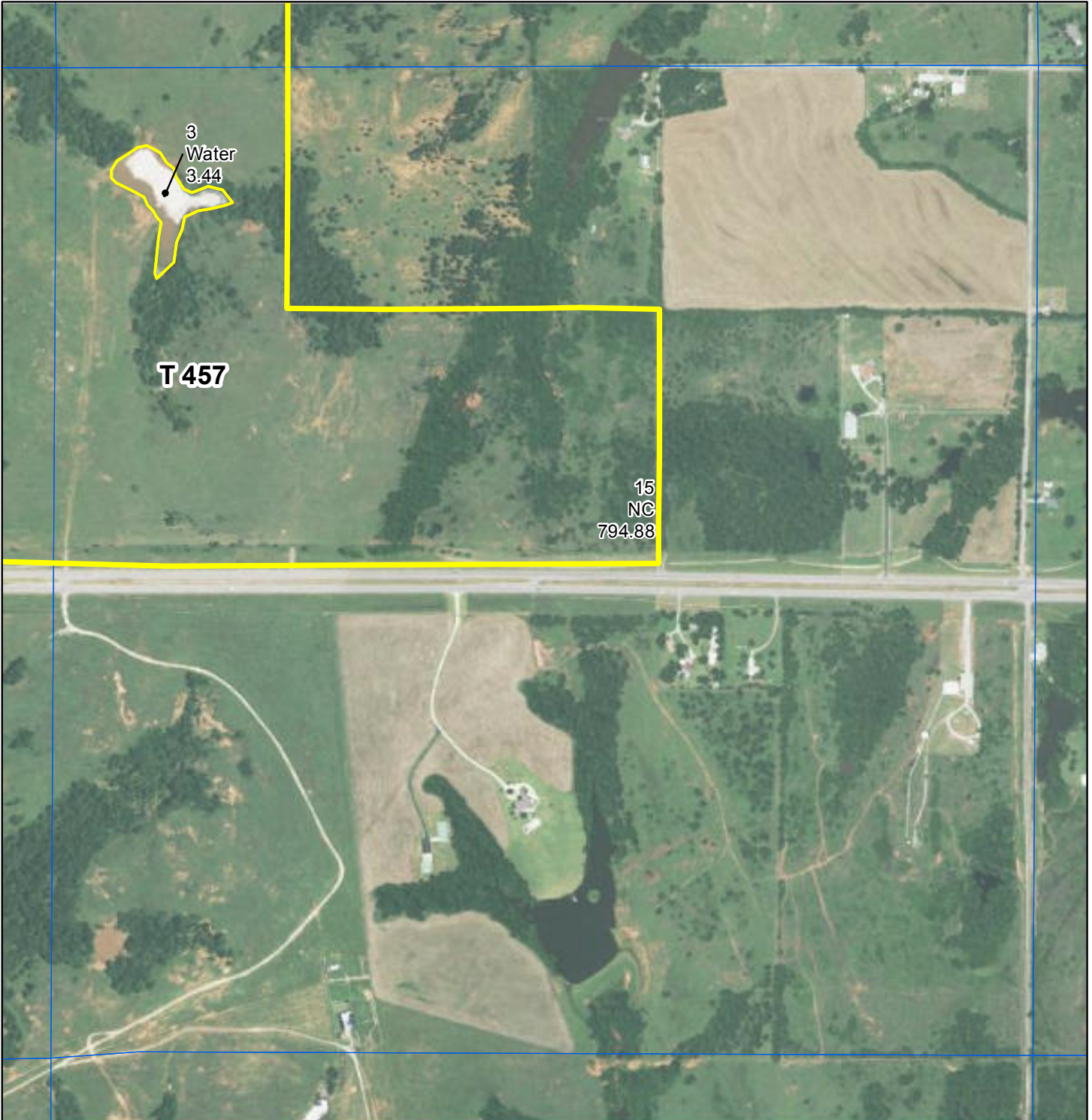
# FSA INFORMATION



United States  
Department of  
Agriculture

McClain County, Oklahoma

12-T8N-R4W



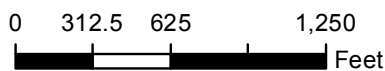
2017 Program Year

Map Created August 29, 2016

Farm 4715



Not to Scale



**Wetlands**

**Wetland Determination Identifiers**

- Restricted Use
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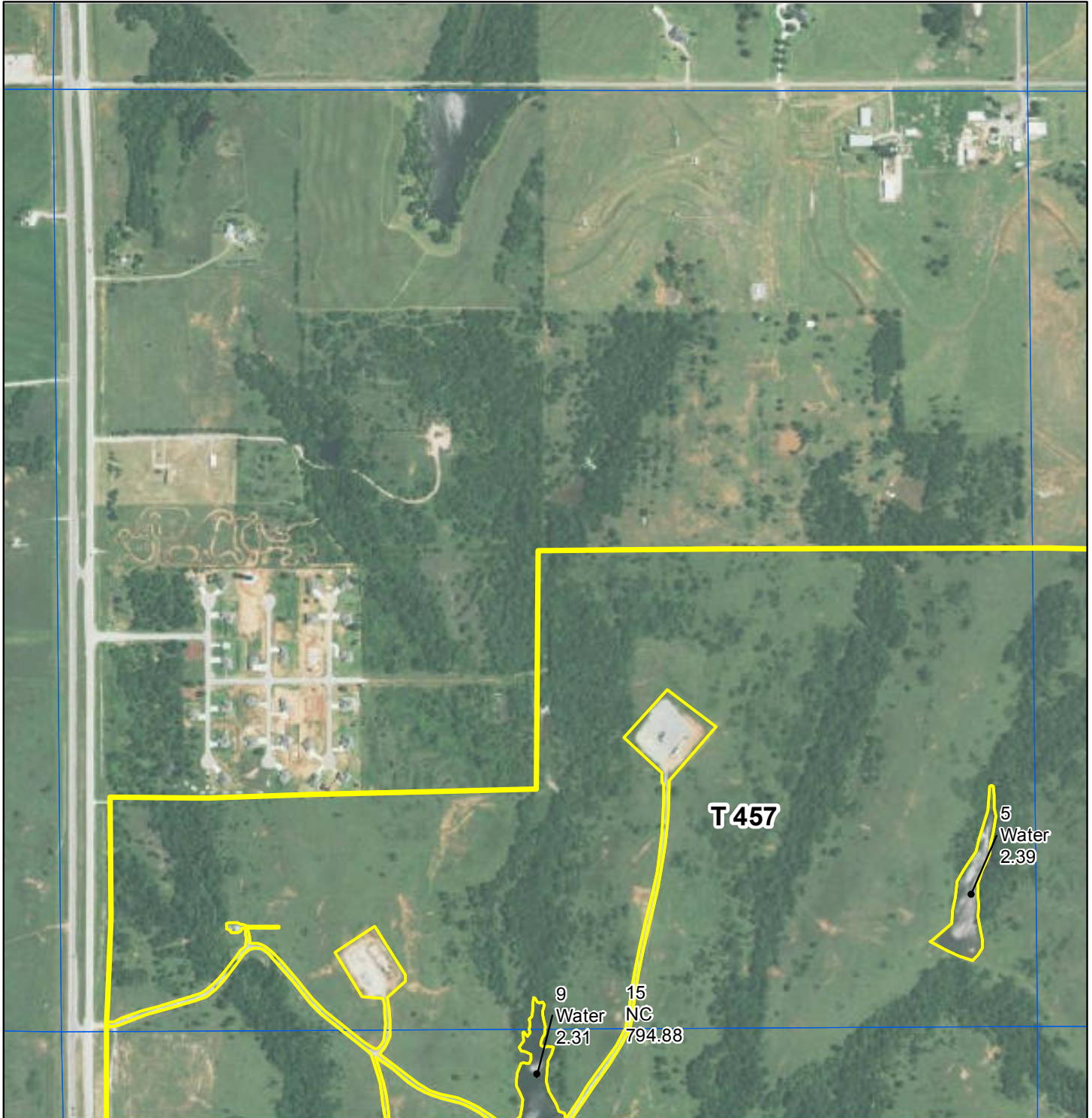
# FSA INFORMATION



United States  
Department of  
Agriculture

McClain County, Oklahoma

2-T8N-R4W



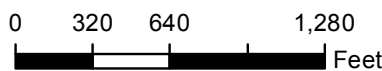
2017 Program Year

Map Created August 29, 2016

Farm 4715



Not to Scale



#### Wetlands

#### Wetland Determination Identifiers

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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# **TAX STATEMENTS**

# TAX STATEMENTS

## Tax Roll Inquiry



### McClain County Treasurer

**Teresa Jones, Treasurer**

121 N. 2nd #318 Purcell, OK 73080  
Phone: 405-527-3261  
Fax: 0--  
Email: mcclaintr@yahoo.com

#### Owner Name and Address

**SOUTH CANADIAN LAND, LLC**  
P O BOX 5419  
NORMAN OK 73070-0000

#### Taxroll Information

**Tax Year** 2016  
**Property ID** 0000-12-08N-04W-0-001-00  
**Location**  
**School District** NCA NEWCASTLE **Mills: 121.83**  
**Type of Tax** Real Estate  
**Taxroll\_Item#** 8104

#### Legal Description and Other Information:

W SW NE & W NW & SE NW LESS 12.5 ACS FOR HWY 127.50 Acres

Assessed Valuations		Amount	Tax Values		Amount
Land		1426	Base Tax		174.00
Improvements		0	Penalty		0.00
Exemptions		0	Fees		0.00
Net Assessed		1426	Payments		174.00
			Total Paid		174.00
			Total Due		0.00



**Tax payments updated through 2/21/17 business.**

Date	Receipt	Paid with	Payment For	Amount	Paid By
12/30/2016	16810	Check	Taxes	174.00	SOUTH CANADIAN LAND, LLC- >Check# 1246

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# TAX STATEMENTS



## Tax Roll Inquiry



### McClain County Treasurer

#### Teresa Jones, Treasurer

121 N. 2nd #318 Purcell, OK 73080  
Phone: 405-527-3261  
Fax: 0--  
Email: mcclaintr@yahoo.com

#### Owner Name and Address

SOUTH CANADIAN LAND, LLC  
P O BOX 5419  
NORMAN OK 73070-0000

#### Taxroll Information

**Tax Year** 2016  
**Property ID** 0000-01-08N-04W-0-002-00  
**Location**  
**School District** NCA NEWCASTLE **Mills: 121.83**  
**Type of Tax** Real Estate  
**Taxroll\_Item#** 7950

#### Legal Description and Other Information:

W NE NW & SE NW NW & NW SE NW & E SW NW & W NE SW & W SW 158.93 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	1599	Base Tax	195.00
Improvements	0	Penalty	0.00
Exemptions	0	Fees	0.00
Net Assessed	1599	Payments	195.00
		Total Paid	195.00
		Total Due	0.00



**Tax payments updated through 2/21/17 business.**

Date	Receipt	Paid with	Payment For	Amount	Paid By
12/30/2016	16813	Check	Taxes	195.00	SOUTH CANADIAN LAND, LLC- >Check# 1246

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# TAX STATEMENTS

## Tax Roll Inquiry



### Owner Name and Address

**SOUTH CANADIAN LAND, LLC**  
**P O BOX 5419**  
**NORMAN OK 73070-0000**

### Taxroll Information

**Tax Year** 2016  
**Property ID** 0000-02-08N-04W-0-006-00  
**Location**  
**School District** 29N BLANCHARD **Mills: 123.17**  
**Type of Tax** Real Estate  
**Taxroll\_Item#** 7968

## McClain County Treasurer

### Teresa Jones, Treasurer

121 N. 2nd #318 Purcell, OK 73080  
 Phone: 405-527-3261  
 Fax: 0--  
 Email: mcclaintr@yahoo.com

### Legal Description and Other Information:

SE & SE SW & E SW SW & SW SW SW LESS 2.79 AC FOR HWY LESS E SW SW AND SW SW  
 SW 200.10 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	1601	Base Tax	197.00
Improvements	0	Penalty	0.00
Exemptions	0	Fees	0.00
Net Assessed	1601	Payments	197.00
		Total Paid	197.00
		Total Due	0.00



**Tax payments updated through 2/21/17 business.**

Date	Receipt	Paid with	Payment For	Amount	Paid By
12/30/2016	16812	Check	Taxes	197.00	SOUTH CANADIAN LAND, LLC- >Check# 1246

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# TAX STATEMENTS



## Tax Roll Inquiry



### McClain County Treasurer

#### Teresa Jones, Treasurer

121 N. 2nd #318 Purcell, OK 73080  
Phone: 405-527-3261  
Fax: 0--  
Email: mcclaintr@yahoo.com

#### Owner Name and Address

**SOUTH CANADIAN LAND, LLC**  
P O BOX 5419  
NORMAN OK 73070-0000

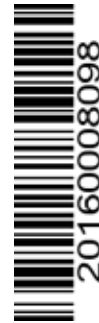
#### Taxroll Information

**Tax Year** 2016  
**Property ID** 0000-11-08N-04W-0-001-00  
**Location**  
**School District** 29N BLANCHARD **Mills: 123.17**  
**Type of Tax** Real Estate  
**Taxroll\_Item#** 8098

#### Legal Description and Other Information:

NE & NW LESS 26.05 ACS FOR HWY LESS 16.46 ACRES LESS 18.08 NEW HWY ROW 259.41 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	2544	Base Tax	313.00
Improvements	0	Penalty	0.00
Exemptions	0	Fees	0.00
Net Assessed	2544	Payments	313.00
		Total Paid	313.00
		Total Due	0.00



**Tax payments updated through 2/21/17 business.**

Date	Receipt	Paid with	Payment For	Amount	Paid By
12/30/2016	16811	Check	Taxes	313.00	SOUTH CANADIAN LAND, LLC- >Check# 1246

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# **TITLE COMMITMENT**

# TITLE COMMITMENT

## TRACTS 26-29, PART OF 30 & 35

---

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

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Inquiries Should Be Directed To:

Michelle Roberts  
(405) 232-6700 – Voice  
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.  
421 N.W. 13<sup>th</sup> Street, Suite 320  
Oklahoma City, OK 73103

[mroberts@ameagletitle.com](mailto:mroberts@ameagletitle.com)

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Commitment No. 1704-0013-68 (11-8N-4W)

#### SCHEDULE A

1. Effective Date: April 3, 2017 at 7:58 A.M.
2. Policy or policies to be issued: AMOUNT
  - (a) ALTA OWNERS POLICY (6/17/2006) Purchase price  
Proposed Insured:  
  
Purchaser(s) named by endorsement
3. (a) The estate or interest in the land described in this commitment is:  
  
Fee Simple  
  
(b) Title to said estate or interest in said land is at the effective date hereof vested in:  
  
South Canadian Land LLC, an Oklahoma limited liability company
4. The land referred to in this Commitment is located in the County of McClain, State of Oklahoma and is described on Exhibit A attached hereto.

# **TITLE COMMITMENT**

## **TRACTS 26-29, PART OF 30 & 35**

### Exhibit A

All that part of the north half of Section 11, Township 8 North, Range 4 West of the Indian Meridian, McClain County, Oklahoma, lying north of State Highway No. 9.

# TITLE COMMITMENT

## TRACTS 26-29, PART OF 30 & 35

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

---

Commitment No. 1704-0013-68

PART I. The following are the requirements to be complied with:

1. Submit proof of the payment to or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from South Canadian Land LLC, an Oklahoma limited liability company vesting fee simple title in Purchaser(s) named by endorsement.

**Note:** The State of Oklahoma requires the payment of a conveyance tax in the amount of \$00.75 per \$500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
4. Satisfactory Affidavit of Possession executed by the seller(s).
5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 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, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, 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.

Continued on next page



# TITLE COMMITMENT

## TRACTS 26-29, PART OF 30 & 35

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

---

Commitment No. 1704-0013-68

6. Provide satisfactory affidavit to establish that:
  - (i) Mary Elizabeth Gardner, grantee in Deed recorded in Book 397, page 683 is one and the same person as Mary Gardner Barrow, grantor in Deed recorded in Book 423, page 275; and
  - (ii) Karen Kingsley, beneficiary of Trust Indenture recorded in Book 396, page 380 is one and the same person as Karen K. Kerr, grantor in Deed recorded in Book 423, page 275.
7. With respect to South Canadian Land LLC furnish the following: (a) copy of the articles of organization of the company, and any amendments thereto, bearing the filing stamp of the office of the Oklahoma Secretary of State; (b) copy of a duly executed operating agreement, and all amendments thereto, containing the identity of all members and their voting percentages; (c) copy of any instrument appointing a manager or managers; (d) copy of a written instrument signed by the members of the limited liability company evidencing the consent to the proposed insured transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement, said instrument to contain specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the proposed insured transaction; and (e) evidence that the company is in good standing.
8. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.
9. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of April 3, 2017.

**NOTE:** The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction herein contemplated.

# TITLE COMMITMENT

## TRACTS 26-29, PART OF 30 & 35

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II

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Commitment No. 1704-0013-68

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2017, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page

# TITLE COMMITMENT

## TRACTS 26-29, PART OF 30 & 35

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II-Continued

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Commitment No. 1704-0013-68

8. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured.
9. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
10. Section line road easement created under the Act of April 26, 1906, (H.R. 5976) 34 Stat. at L. 137 (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
11. Easement in favor of the State of Oklahoma recorded in Book 2, page 10.
12. Title to the Land acquired by the State of Oklahoma, ex rel Department of Highways of the State of Oklahoma as set forth in Journal Entry in Case No. CJ-72-121 in the District Court of McClain County, Oklahoma recorded in Book 497, page 479.
13. Title to the Land acquired by the State of Oklahoma, ex rel Department of Highways of the State of Oklahoma as set forth in Journal Entry in Case No. C-74-151 in the District Court of McClain County, Oklahoma recorded in Book 537, page 429.
14. Right of Way Agreement in Favor of Sun Operating Limited Partnership recorded in Book 1295, page 677, subject to Assignment recorded in Book 1422, page 936 and Assignment and Bill of Sale recorded in Book 1544, page 8.
15. Right of Way Agreement in Favor of Sun Operating Limited Partnership recorded in Book 1272, page 128, subject to Assignment recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
16. Right of Way Agreement in favor of Cherokee Pipe Line Company recorded in Book 334, page 691, subject to Conveyance & Assignment recorded in Book 543, page 1 and Assignment recorded in Book 1434, page 663.

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# TITLE COMMITMENT

## TRACTS 26-29, PART OF 30 & 35

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II-Continued


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Commitment No. 1704-0013-68

17. Right of Way Grant in favor of Mustang Fuel Corp. recorded in Book 574, page 30, subject to purported Release of Easement ROW Agreement executed by Enable Oklahoma Intrastate Transmission, LLC recorded in Book 2215, page 497.
18. Title to land acquired by Oklahoma Turnpike Authority as set forth in Report of Commissioners recorded in Book 1536, page 454 and the Journal Entry recorded in Book 1563, page 821, as modified by Order Nunc Pro Tunc recorded in Book 1583, page 662, all in Case No. CV-99-320 in the District Court of McClain County, State of Oklahoma, and limitation of access rights as provided therein.
19. Right of Way Agreement in favor of C & L Processors Partnership, a Texas general partnership recorded in Book 1541, page 59.
20. Pipeline Right of Way Grant in favor of Duke Energy Field Services, L.P. recorded in Book 1688, page 210.
21. Pipeline Right of Way Grant in favor of Duke Energy Field Services, L.P. recorded in Book 1696, page 860.
22. Pipeline Right of Way Grant in favor of DCP Midstream, L.P. recorded in Book 1971, page 290.
23. Electric Line Easement in favor of Oklahoma Electric Cooperative recorded in Book 1973, page 302.
24. Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.

Countersigned  
American Eagle Title Group, L.L.C.

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

  
Eric R. Offen  
ODI License No. 51077



# TITLE COMMITMENT

## PART OF TRACT 30 & TRACTS 31-34

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**OLD REPUBLIC NATIONAL  
TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

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Inquiries Should Be Directed To:

Michelle Roberts  
(405) 232-6700 – Voice  
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.  
421 N.W. 13<sup>th</sup> Street, Suite 320  
Oklahoma City, OK 73103

[mroberts@ameagletitle.com](mailto:mroberts@ameagletitle.com)

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Commitment No. 1704-0013-68 (12-8N-4W)

**SCHEDULE A**

1. Effective Date: April 3, 2017 at 7:58 A.M.
2. Policy or policies to be issued: AMOUNT
  - (a) ALTA OWNERS POLICY (6/17/2006) Purchase price  
Proposed Insured:  
  
Purchaser(s) named by endorsement
3. (a) The estate or interest in the land described in this commitment is:  
  
Fee Simple  
  
(b) Title to said estate or interest in said land is at the effective date hereof vested in:  
  
South Canadian Land LLC, an Oklahoma limited liability company
4. The land referred to in this Commitment is located in the County of McClain, State of Oklahoma and is described on Exhibit A attached hereto.

# **TITLE COMMITMENT**

## **PART OF TRACT 30 & TRACTS 31-34**

### Exhibit A

The northwest quarter of the northwest quarter; and all of the south half of the northwest quarter lying north of State Highway 9; and all of the west half of the southwest quarter of the northeast quarter lying north of State Highway 9, Section 12, Township 8 North, Range 4 West of the Indian Meridian, McClain County, Oklahoma.

# TITLE COMMITMENT

## PART OF TRACT 30 & TRACTS 31-34

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

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Commitment No. 1704-0013-68

PART I. The following are the requirements to be complied with:

1. Submit proof of the payment to or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from South Canadian Land LLC, an Oklahoma limited liability company vesting fee simple title in Purchaser(s) named by endorsement.

**Note:** The State of Oklahoma requires the payment of a conveyance tax in the amount of \$00.75 per \$500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
4. Satisfactory Affidavit of Possession executed by the seller(s).
5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 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, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, 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.

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# TITLE COMMITMENT

## PART OF TRACT 30 & TRACTS 31-34

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

---

Commitment No. 1704-0013-68

6. Provide satisfactory affidavit to establish that:
  - (i) Mary Elizabeth Gardner, grantee in Deed recorded in Book 397, page 683 is one and the same person as Mary Gardner Barrow, grantor in Deed recorded in Book 423, page 275; and
  - (ii) Karen Kingsley, beneficiary of Trust Indenture recorded in Book 396, page 380 is one and the same person as Karen K. Kerr, grantor in Deed recorded in Book 423, page 275.
  
7. That portion of the land that lies in the west half of the northwest quarter of Section 12, Township 8 North, Range 4 West (the "Sophia Pierce Allotment") was a part of the allotment of Sophia Pierce, a full blood member of the Choctaw Tribe, Roll 838. By Warranty Deed filed November 12, 1909 recorded in Book 20, page 169 and Warranty Deed filed December 28, 1909 recorded in Book 20, page 613, Kitsie Jones, purported sole heir of Sophia Pierce, conveyed the Sophia Pierce Allotment. There does not appear in the Public Records of McClain County a judicial determination of the heirs of Sophia Pierce. Institute and conclude proceedings in the District Court of McClain County, State of Oklahoma, in accordance with Oklahoma and Federal Law, to quiet title against Sophia Pierce, full blood member of the Choctaw Tribe of Indians, Roll No. 838, if living, or if deceased the unknown successors of Sophia Pierce.
  
8. With respect to South Canadian Land LLC furnish the following: (a) copy of the articles of organization of the company, and any amendments thereto, bearing the filing stamp of the office of the Oklahoma Secretary of State; (b) copy of a duly executed operating agreement, and all amendments thereto, containing the identity of all members and their voting percentages; (c) copy of any instrument appointing a manager or managers; (d) copy of a written instrument signed by the members of the limited liability company evidencing the consent to the proposed insured transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement, said instrument to contain specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the proposed insured transaction; and (e) evidence that the company is in good standing.

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# TITLE COMMITMENT

## PART OF TRACT 30 & TRACTS 31-34

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I-Continued

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Commitment No. 1704-0013-68

9. 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) (SW/4 of NW/4):
  - a) Quit Claim Deed, filed August 13, 1985, recorded in Book 1004, page 33, Debra Jean Turner and Oliver Roy Turner, parties claiming an interest.
10. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.
11. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of April 3, 2017.

**NOTE:** The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction herein contemplated.

# TITLE COMMITMENT

## PART OF TRACT 30 & TRACTS 31-34

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II

---

Commitment No. 1704-0013-68

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2017, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page

# TITLE COMMITMENT

## PART OF TRACT 30 & TRACTS 31-34

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II-Continued

---

Commitment No. 1704-0013-68

8. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured.
9. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
10. Section line road easement created under the Act of April 26, 1906, (H.R. 5976) 34 Stat. at L. 137 (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
11. Easement in favor of the State of Oklahoma recorded in Book 2, page 11.
12. Right of Way Contract in favor of Mid-Continent Pipe Line Company recorded in Book 416, page 659, subject to Assignment of Rights-of-Way recorded in Book 421, page 345, Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
13. Right of Way Agreement in favor of Sun Oil Company recorded in Book 456, page 459, subject to Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
14. Title to the Land acquired by the State of Oklahoma, ex rel Department of Highways of the State of Oklahoma as set forth in Journal Entry in Case No. CJ-72-121 in the District Court of McClain County, Oklahoma recorded in Book 497, page 479.
15. Right of Way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 547, page 284, subject to Assignment and Assumption of Easements recorded in Book 1405, page 732 and Assignment and Assumption of Easements recorded in Book 1512, page 876.
16. Right of Way Agreement in Favor of Sun Operating Limited Partnership recorded in Book 1295, page 677, subject to Assignment recorded in Book 1422, page 936 and Assignment and Bill of Sale recorded in Book 1544, page 8.

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# TITLE COMMITMENT

## PART OF TRACT 30 & TRACTS 31-34

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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**SCHEDULE B – PART II-Continued**

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Commitment No. 1704-0013-68

17. Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.

Countersigned  
American Eagle Title Group, L.L.C.

By:   
Eric R. Offen  
ODI License No. 51077



# TITLE COMMITMENT

## NORTH PART OF TRACT 35 & WEST PART OF TRACT 36

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**OLD REPUBLIC NATIONAL  
TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

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Inquiries Should Be Directed To:

Michelle Roberts  
(405) 232-6700 – Voice  
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.  
421 N.W. 13<sup>th</sup> Street, Suite 320  
Oklahoma City, OK 73103

[mroberts@ameagletitle.com](mailto:mroberts@ameagletitle.com)

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Commitment No. 1704-0013-68 (2-8N-4W)

**SCHEDULE A**

1. Effective Date: April 3, 2017 at 7:58 A.M.
2. Policy or policies to be issued: AMOUNT
  - (a) ALTA OWNERS POLICY (6/17/2006) Purchase price  
Proposed Insured:  
  
Purchaser(s) named by endorsement
3. (a) The estate or interest in the land described in this commitment is:  
  
Fee Simple  
  
(b) Title to said estate or interest in said land is at the effective date hereof vested in:  
  
South Canadian Land LLC, an Oklahoma limited liability company
4. The land referred to in this Commitment is located in the County of McClain, State of Oklahoma and is described on Exhibit A attached hereto.

# **TITLE COMMITMENT**

## **NORTH PART OF TRACT 35 & WEST PART OF TRACT 36**

### Exhibit A

The southeast quarter and the southeast quarter of the southwest quarter, Section 2, Township 8 North, Range 4 West of the Indian Meridian, McClain County, Oklahoma.

# TITLE COMMITMENT

## NORTH PART OF TRACT 35 & WEST PART OF TRACT 36

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

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Commitment No. 1704-0013-68

PART I. The following are the requirements to be complied with:

1. Submit proof of the payment to or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from South Canadian Land LLC, an Oklahoma limited liability company vesting fee simple title in Purchaser(s) named by endorsement.

**Note:** The State of Oklahoma requires the payment of a conveyance tax in the amount of \$00.75 per \$500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
4. Satisfactory Affidavit of Possession executed by the seller(s).
5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 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, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, 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.

Continued on next page

# TITLE COMMITMENT

## NORTH PART OF TRACT 35 & WEST PART OF TRACT 36

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

---

Commitment No. 1704-0013-68

6. Provide satisfactory affidavit to establish that:
  - (i) Mary Elizabeth Gardner, grantee in Deed recorded in Book 397, page 683 is one and the same person as Mary Gardner Barrow, grantor in Deed recorded in Book 423, page 275; and
  - (ii) Karen Kingsley, beneficiary of Trust Indenture recorded in Book 396, page 380 is one and the same person as Karen K. Kerr, grantor in Deed recorded in Book 423, page 275.
  
7. That portion of the land that lies in the south half of the southeast quarter of the southeast quarter; the north half of the southeast quarter; north half of the southeast quarter of the southeast quarter and the south half of the southeast quarter of the southwest quarter of the southeast quarter of Section 2, Township 8 North, Range 4 West (the "Sophia Pierce Allotment") was a part of the allotment and homestead allotment of Sophia Pierce, a full blood member of the Choctaw Tribe, Roll 838. By Warranty Deed filed November 12, 1909 recorded in Book 20, page 169 and Warranty Deed filed December 28, 1909 recorded in Book 20, page 613, Kitsie Jones, purported sole heir of Sophia Pierce, conveyed the Sophia Pierce Allotment. There does not appear in the Public Records of McClain County a judicial determination of the heirs of Sophia Pierce. Institute and conclude proceedings in the District Court of McClain County, State of Oklahoma, in accordance with Oklahoma and Federal Law, to quiet title against Sophia Pierce, full blood member of the Choctaw Tribe of Indians, Roll No. 838, if living, or if deceased the unknown successors of Sophia Pierce.

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# TITLE COMMITMENT

## NORTH PART OF TRACT 35 & WEST PART OF TRACT 36

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I-Continued

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Commitment No. 1704-0013-68

8. With respect to South Canadian Land LLC furnish the following: (a) copy of the articles of organization of the company, and any amendments thereto, bearing the filing stamp of the office of the Oklahoma Secretary of State; (b) copy of a duly executed operating agreement, and all amendments thereto, containing the identity of all members and their voting percentages; (c) copy of any instrument appointing a manager or managers; (d) copy of a written instrument signed by the members of the limited liability company evidencing the consent to the proposed insured transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement, said instrument to contain specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the proposed insured transaction; and (e) evidence that the company is in good standing.
9. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.
10. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of April 3, 2017.

**NOTE:** The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction herein contemplated.

# TITLE COMMITMENT

## NORTH PART OF TRACT 35 & WEST PART OF TRACT 36

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II

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Commitment No. 1704-0013-68

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2017, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page

# TITLE COMMITMENT

## NORTH PART OF TRACT 35 & WEST PART OF TRACT 36

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II-Continued

---

Commitment No. 1704-0013-68

8. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured.
9. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
10. Section line road easement created under the Act of April 26, 1906, (H.R. 5976) 34 Stat. at L. 137 (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
11. Right-of-Way Agreement in favor of Sun Exploration and Production Company recorded in Book 957, page 282, subject to Assignment recorded in Book 1102, page 1, Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
12. Right of Way Agreement in favor of Sun Oil Company recorded in Book 456, page 459, subject to Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
13. Right of Way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 547, page 284, subject to Assignment and Assumption of Easements recorded in Book 1405, page 732 and Assignment and Assumption of Easements recorded in Book 1512, page 876.
14. Right of Way Agreement in favor of Cherokee Pipe Line Company recorded in Book 334, page 691, subject to Conveyance & Assignment recorded in Book 543, page 1 and Assignment recorded in Book 1434, page 663.
15. Pipeline Right of Way Grant in favor of Duke Energy Field Services, L.P. recorded in Book 1688, page 210.
16. Pipeline Right of Way Grant in favor of Duke Energy Field Services, L.P. recorded in Book 1696, page 860.

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# TITLE COMMITMENT

## NORTH PART OF TRACT 35 & WEST PART OF TRACT 36

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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**SCHEDULE B – PART II-Continued**

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Commitment No. 1704-0013-68

17. Pipeline Right of Way Grant in favor of DCP Midstream, L.P. recorded in Book 1978, page 884.
18. Permanent Easement in favor of the City of Newcastle recorded in Book 1841, page 919.
19. Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.

Countersigned  
American Eagle Title Group, L.L.C.

By: 

Eric R. Offen  
ODI License No. 51077



# TITLE COMMITMENT

## EAST PART OF TRACT 36 & TRACTS 37-38

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**OLD REPUBLIC NATIONAL  
TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

---

Inquiries Should Be Directed To:

Michelle Roberts  
(405) 232-6700 – Voice  
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.  
421 N.W. 13<sup>th</sup> Street, Suite 320  
Oklahoma City, OK 73103

[mroberts@ameagletitle.com](mailto:mroberts@ameagletitle.com)

---

Commitment No. 1704-0013-68 (1-8N-4W)

**SCHEDULE A**

1. Effective Date: April 3, 2017 at 7:58 A.M.
2. Policy or policies to be issued: AMOUNT
  - (a) ALTA OWNERS POLICY (6/17/2006) Purchase price  
Proposed Insured:  
  
Purchaser(s) named by endorsement
3. (a) The estate or interest in the land described in this commitment is:  
  
Fee Simple  
  
(b) Title to said estate or interest in said land is at the effective date hereof vested in:  
  
South Canadian Land LLC, an Oklahoma limited liability company
4. The land referred to in this Commitment is located in the County of McClain, State of Oklahoma and is described on Exhibit A attached hereto.

# TITLE COMMITMENT

## EAST PART OF TRACT 36 & TRACTS 37-38

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

---

Commitment No. 1704-0013-68

PART I. The following are the requirements to be complied with:

1. Submit proof of the payment to or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from South Canadian Land LLC, an Oklahoma limited liability company vesting fee simple title in Purchaser(s) named by endorsement.

**Note:** The State of Oklahoma requires the payment of a conveyance tax in the amount of \$00.75 per \$500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
4. Satisfactory Affidavit of Possession executed by the seller(s).
5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 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, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, 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.

Continued on next page

# TITLE COMMITMENT

## EAST PART OF TRACT 36 & TRACTS 37-38

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART I

---

Commitment No. 1704-0013-68

6. Provide satisfactory affidavit to establish that:
  - (i) Mary Elizabeth Gardner, grantee in Deed recorded in Book 397, page 683 is one and the same person as Mary Gardner Barrow, grantor in Deed recorded in Book 423, page 275; and
  - (ii) Karen Kingsley, beneficiary of Trust Indenture recorded in Book 396, page 380 is one and the same person as Karen K. Kerr, grantor in Deed recorded in Book 423, page 275.
  
7. With respect to South Canadian Land LLC furnish the following: (a) copy of the articles of organization of the company, and any amendments thereto, bearing the filing stamp of the office of the Oklahoma Secretary of State; (b) copy of a duly executed operating agreement, and all amendments thereto, containing the identity of all members and their voting percentages; (c) copy of any instrument appointing a manager or managers; (d) copy of a written instrument signed by the members of the limited liability company evidencing the consent to the proposed insured transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement, said instrument to contain specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the proposed insured transaction; and (e) evidence that the company is in good standing.
  
8. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.
  
9. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of April 3, 2017.

**NOTE:** The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction herein contemplated.

# TITLE COMMITMENT

## EAST PART OF TRACT 36 & TRACTS 37-38

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II

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Commitment No. 1704-0013-68

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2017, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page



# TITLE COMMITMENT

## EAST PART OF TRACT 36 & TRACTS 37-38

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### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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#### SCHEDULE B – PART II-Continued

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Commitment No. 1704-0013-68

8. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured.
9. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
10. Section line road easement created under the Act of April 26, 1906, (H.R. 5976) 34 Stat. at L. 137 (Choctaw, Chickasaw and Seminole Indian Treaty) 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.
11. Right of Way Agreement in favor of Sun Oil Company recorded in Book 456, page 459, subject to Assignment and Bill of Sale recorded in Book 1333, page 597 and Assignment and Bill of Sale recorded in Book 1544, page 8.
12. Right of Way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 547, page 284, subject to Assignment and Assumption of Easements recorded in Book 1405, page 732 and Assignment and Assumption of Easements recorded in Book 1512, page 876.
13. Right of Way Agreement in favor of Cherokee Pipe Line Company recorded in Book 334, page 691, subject to Conveyance & Assignment recorded in Book 543, page 1 and Assignment recorded in Book 1434, page 663.
14. Letter agreement between South Canadian Land LLC, EOG Resources and T. S. Dudley Land Company, Inc., attached to Affidavit of Fact recorded in Book 2326, page 215.

Countersigned  
American Eagle Title Group, L.L.C.

By: 

Eric R. Offen

ODI License No. 51077



# **PROPERTY PHOTOS**



Southwest Corner



Southeast Corner





North Side



TRACT 26





TRACT 27



TRACT 28





TRACT 28



TRACT 29





TRACT 30



TRACT 31





TRACT 31



TRACT 32





TRACT 33



TRACT 34





TRACT 35



TRACT 35





TRACT 37



TRACT 38







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