

**368<sup>±</sup>**  
**acres**  
IN 11 TRACTS  
*from 20' to 46' acres*



*Norman, Oklahoma*

CLEVELAND COUNTY

# LAND AUCTION

**TUESDAY, JUNE 20 AT 6PM**

*held at Southwind Hills, Goldsby, OK*

# INFORMATION BOOKLET

TRACT 11

TRACT 1

TRACT 9

**BUILDING SITES, SMALL ACREAGES & FARM LAND**

*in the Ten Mile Flats area of Norman*

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

**800.451.2709** [SchraderAuction.com](http://SchraderAuction.com)

# DISCLAIMER

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

**AUCTION  
MANAGER**

**BRENT WELLINGS • 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)

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# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, JUNE 20, 2017**  
**368 ACRES – NORMAN, 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 Tuesday, June 13, 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**  
**368± Acres • Norman, Oklahoma**  
**Tuesday, June 20, 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 Tuesday, June 20, 2017 at 6:00 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, Tuesday, June 13, 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**

TRACT 11

**368±**  
**acres**  
IN 11 TRACTS  
*from 20± to 46± acres*

*Norman, Oklahoma*

# LAND AUCTION

**BUILDING SITES, SMALL ACREAGES & FARM LAND**

*in the Ten Mile Flats area of Norman*

*Tuesday*  
**JUNE 20 AT 6PM**

Tract 11

*The Price Family Farm is located at the intersection of Tecumseh Road and 60<sup>th</sup> Ave NW in the Ten Mile Flats area of Norman, Oklahoma. Comprised of 368± acres, the farm will be offered in 11 tracts that range in size from 20± to 46± acres all having frontage on paved roads. Buyers will be challenged to find a property better suited for small acreages, home sites, horse facilities, farming operations or other small businesses so close to the commerce centers of Norman, Moore and the I-35 corridor. While bidding in the June 20<sup>th</sup> auction, Buyers will have the opportunity to bid on any individual tract or combination of parcels that best fit their needs.*

- TRACT 1:** 20± acres located along Tecumseh Rd.
- TRACT 2:** 20± acres located along Tecumseh Rd.
- TRACT 3:** 20± acres located along Tecumseh Rd.
- TRACT 4:** 20± acres located at the intersection of Tecumseh Rd and 60<sup>th</sup> Ave NW.
- TRACT 5:** 42± acres located along 60<sup>th</sup> Ave NW.
- TRACT 6:** 42± acres located along 60<sup>th</sup> Ave NW.
- TRACT 7:** 41± acres located along 60<sup>th</sup> Ave NW.
- TRACT 8:** 42± acres located at the intersection of 60<sup>th</sup> Ave NW and W Rock Creek Rd.
- TRACT 9:** 30± acres located along W Rock Creek Rd.
- TRACT 10:** 45± acres located at the intersection of W Rock Creek Rd and 72<sup>nd</sup> Ave NW.
- TRACT 11:** 46± acres with an abundance of large, mature trees along 72<sup>nd</sup> Ave NW.



*Southwest Corner*

## *Terms and Conditions:*

**PROCEDURE:** Tracts 1 through 11 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.

**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 Special 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 60 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

**POSSESSION:** Possession shall be given on September 30<sup>th</sup>, 2017.

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

**MINERALS:** Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, associated with the referenced real estate, and the term "Property" will not include any mineral rights.

**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.

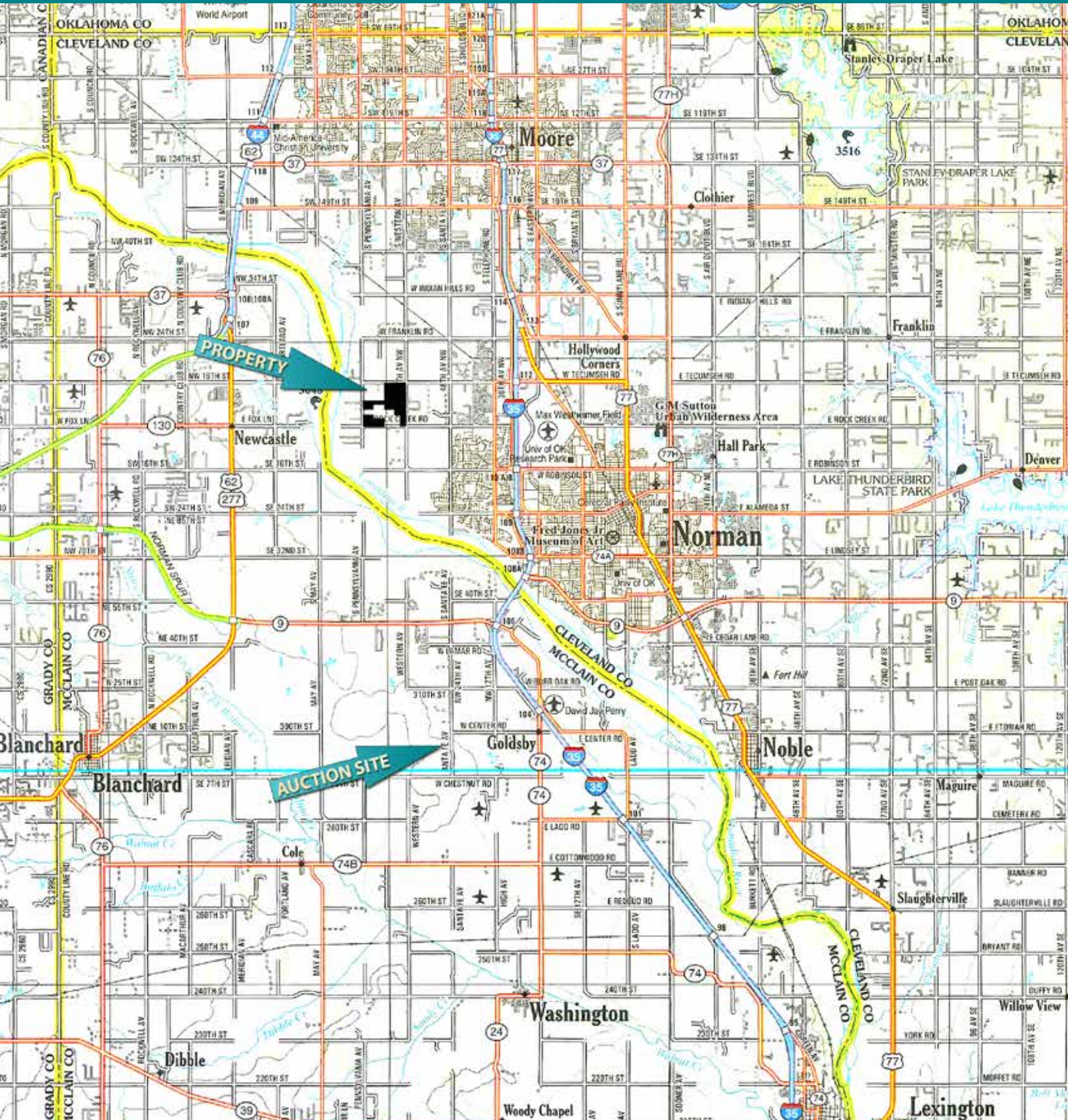
**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied,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

# **LOCATION MAP**

# LOCATION MAP



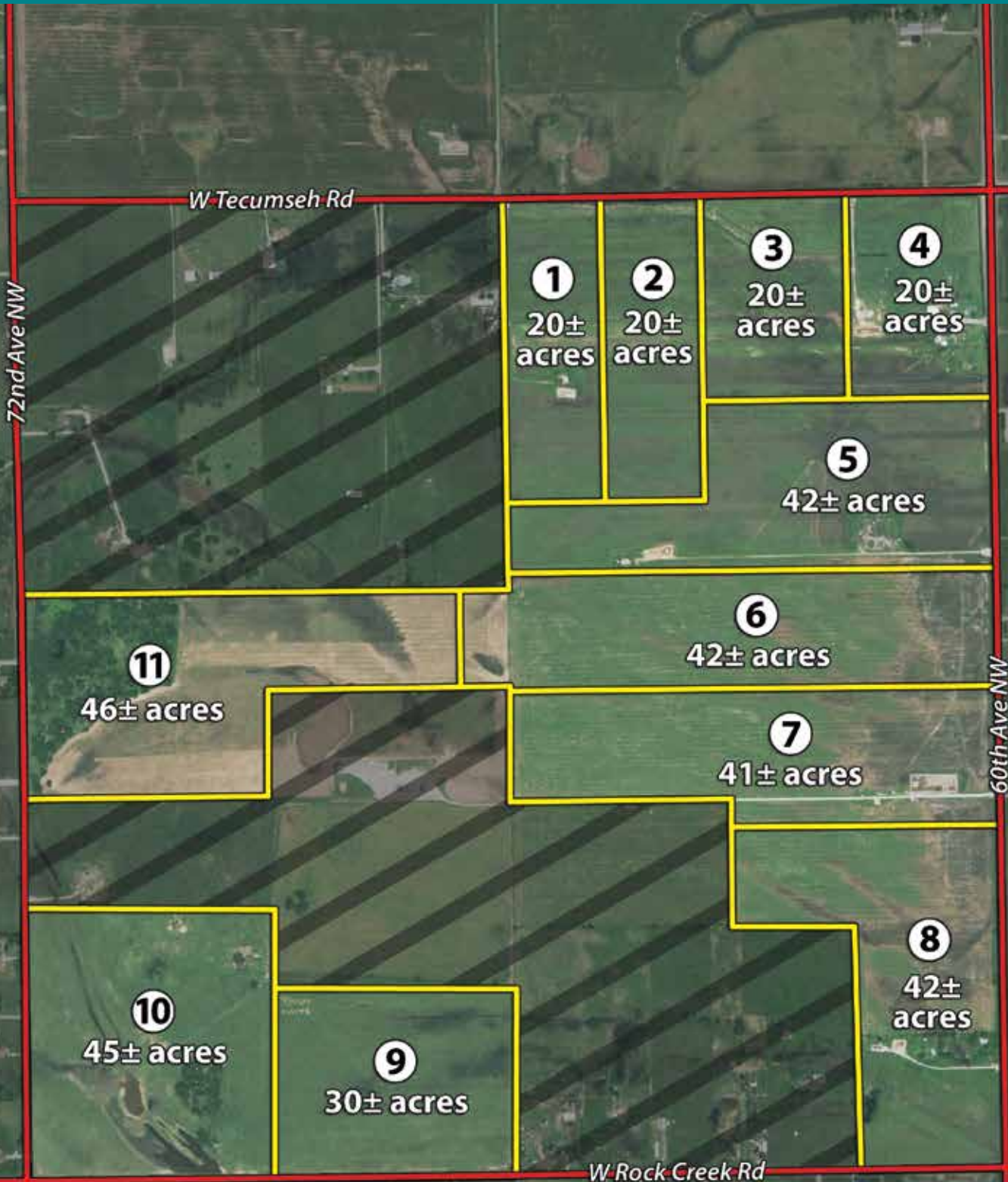
## Directions to the:

**PROPERTY:** Take Exit 112 off Interstate 35 and travel west on Tecumseh Road for 2.5 miles and watch for signs at the intersection of Tecumseh Road and 60<sup>th</sup> Ave NW.

**AUCTION SITE: Southwind Hills, 468 SW 24<sup>th</sup> Ave, Goldsby, OK 73093** Take Exit 106 off Interstate 35 and travel west on Hwy 9 past the Riverwind Casino. After approximately 1 mile, turn left onto SW 24<sup>th</sup> Ave (Santa Fe Ave) and follow for approximately 2.6 miles and gated entrance will be on your right.

# **TRACT MAP**

# TRACT MAP



*Inspection/ Land Tour Dates:*

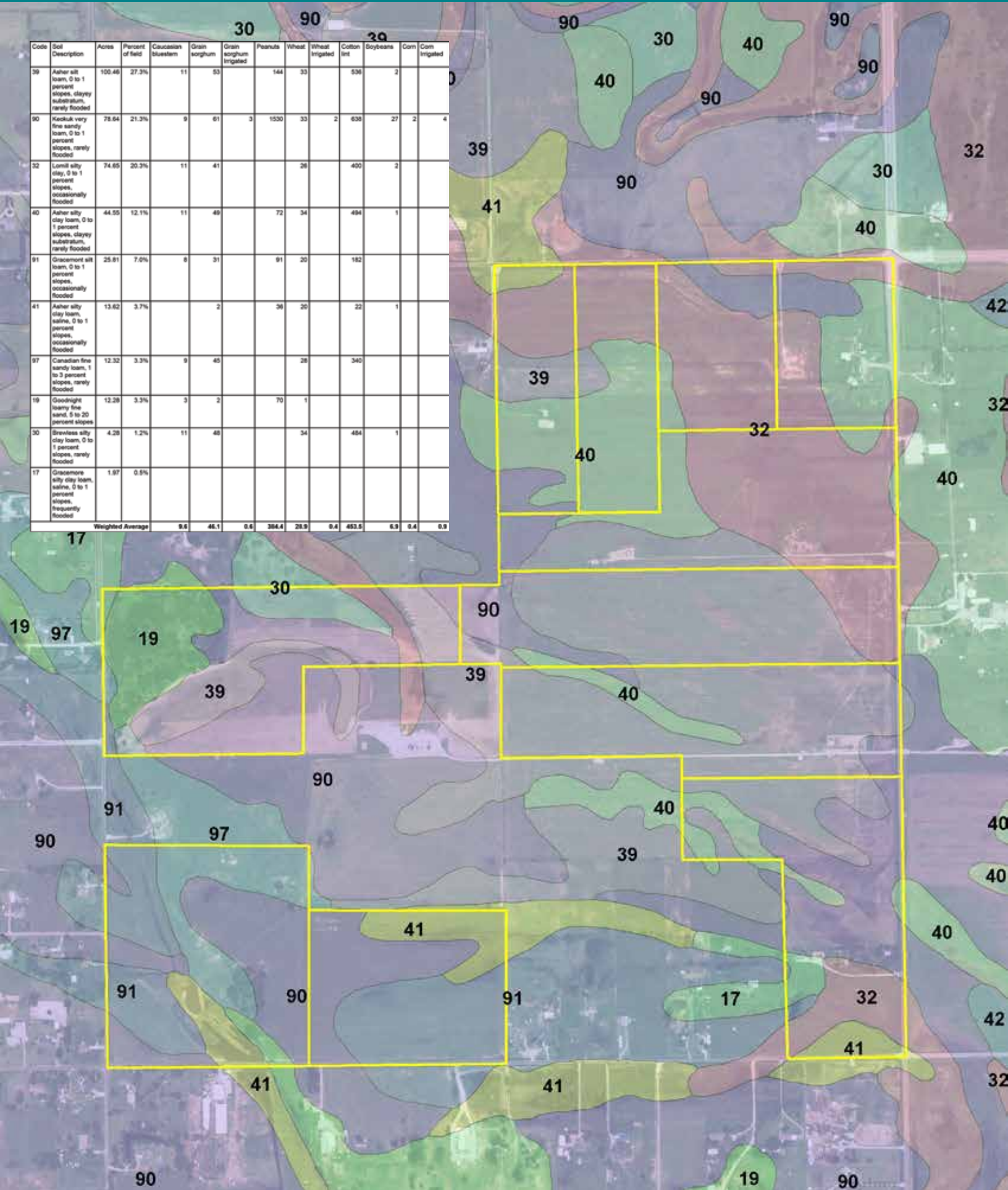
May 16 and June 13 from 10AM – Noon. June 19 from 3-6 PM.

Meet a Schrader representative on Tract 4 for land tours.

# **SOILS MAP**

# SOILS MAP

Code	Soil Description	Acres	Percent of field	Caucasian bluestem	Grain sorghum	Grain sorghum (Irrigated)	Peanuts	Wheat	Wheat Irrigated	Cotton (Irr)	Soybeans	Com	Com Irrigated
39	Asher silt loam, 0 to 1 percent slopes, clayey substratum, rarely flooded	100.46	27.3%	11	53		144	33		536	2		
90	Kaokuk very fine sandy loam, 0 to 1 percent slopes, rarely flooded	78.64	21.3%	9	61	3	1530	33	2	638	27	2	4
32	Lomil silty clay, 0 to 1 percent slopes, occasionally flooded	74.65	20.3%	11	41			26		400	2		
40	Asher silty clay loam, 0 to 1 percent slopes, clayey substratum, rarely flooded	44.55	12.1%	11	48		72	34		484	1		
91	Gracemont silt loam, 0 to 1 percent slopes, occasionally flooded	25.81	7.0%	8	31		91	20		182			
41	Asher silty clay loam, saline, 0 to 1 percent slopes, occasionally flooded	13.62	3.7%		2		36	20		22	1		
97	Canadian fine sandy loam, 1 to 3 percent slopes, rarely flooded	12.32	3.3%	9	45			28		340			
19	Goodnight loamy fine sand, 5 to 20 percent slopes	12.28	3.3%	3	2		70	1					
30	Brewless silty clay loam, 0 to 1 percent slopes, rarely flooded	4.28	1.2%	11	48			34		484	1		
17	Gracemore silty clay loam, saline, 0 to 1 percent slopes, frequently flooded	1.97	0.5%										
Weighted Average				9.8	46.1	0.4	384.4	28.9	0.4	453.5	6.3	0.4	0.9

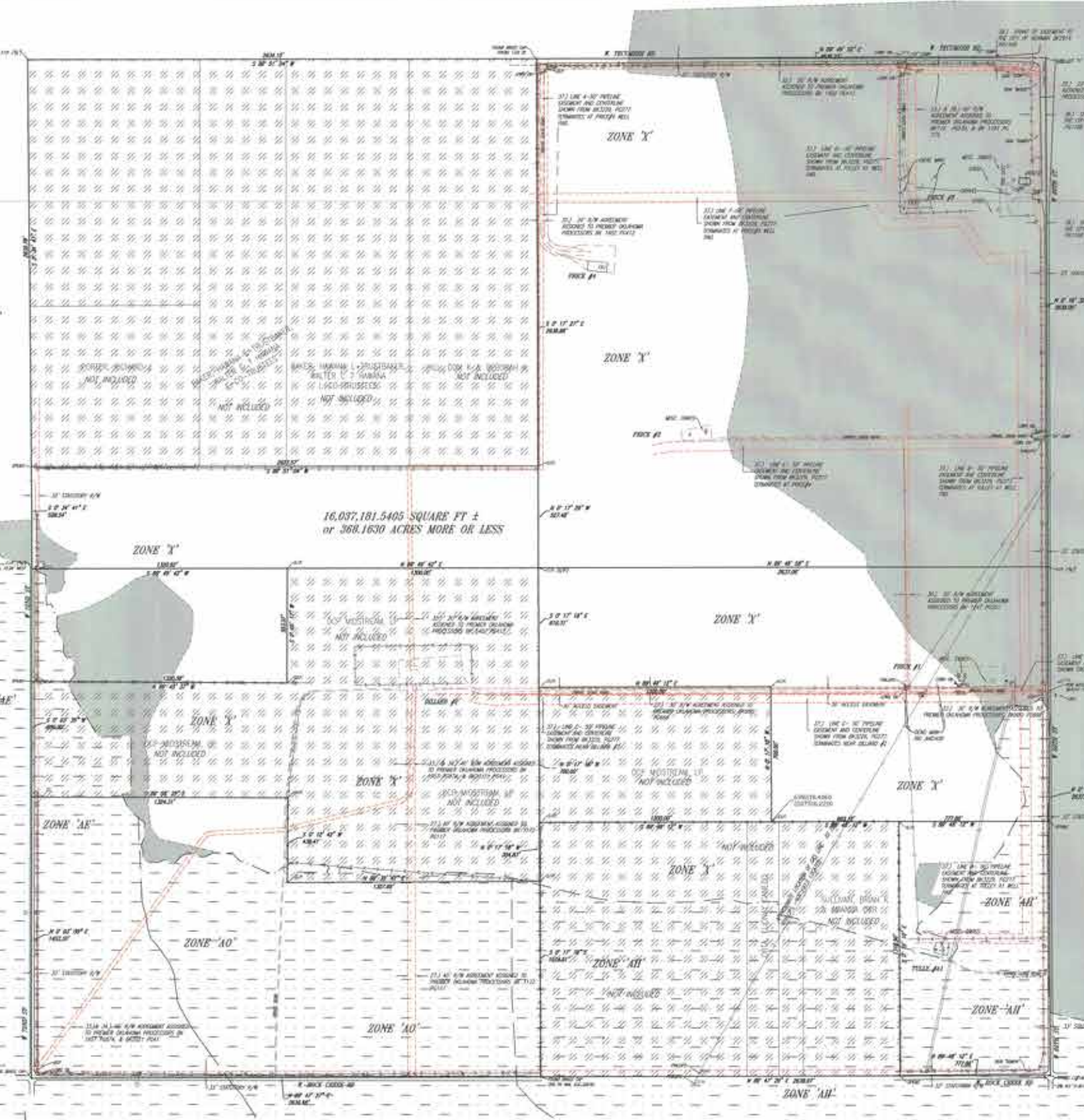




# **SURVEY**



# SURVEY



# SURVEY

## SURVEYOR'S CERTIFICATE September 26, 2016

I, Michael A. Devron, a Professional Land Surveyor in the State of Oklahoma, do hereby certify to Dave Price, L.L.C., an Oklahoma limited liability company, and Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2014 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, 5a, 8, 9, 10, 11, 14, and 15 of said "ALTA/NSPS" Minimum Detail Requirements. Pursuant to the Assurances and Warranties set forth in said "ALTA/NSPS" Standard Detail Requirements, I, the undersigned, further certify that the Professional Description 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 on the ground survey was made under my supervision of a tract of land described as follows:

### LEGAL DESCRIPTION

The Southeast Quarter AND the North Half of the Southeast Quarter of Section 17, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

### AND

The South 32 acres of the Northeast Quarter and all of the Southwest Quarter of Section 17, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

### AND

Part of the South Half of the Southeast Quarter of Section 17, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning at the Northeast Corner of the South Half of the Southeast Quarter of said Section 17; THENCE west a distance of 777.836 feet; THENCE south on a line parallel with the east line of the Southeast Quarter of said Section 17 to the south line of said Southeast Quarter; THENCE east a distance of 777.836 feet to the Southeast Corner of said Section 17; THENCE north to the point of beginning.

### LESS AND EXCEPT

Part of the Southeast Quarter of Section 17, Township 9 North, Range 3 West, Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Southeast Corner of said Section 17; THENCE South 0°17'21" West along the west line of said Southeast Quarter a distance of 1319.33 feet to the Southeast Corner of the North Half of said Southeast Quarter and the point of beginning; THENCE North 89°48'12" East along the south line of said North Half a distance of 1200.00 feet; THENCE North 0°17'21" West a distance of 700.00 feet; THENCE South 0°17'21" West along said west line a distance of 700.00 feet to the point of beginning.

### LESS AND EXCEPT

Part of the Southeast Quarter of Section 17, Township 9 North, Range 3 West, Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Southeast Corner of said Section 17; THENCE North 89°48'12" East along the west line of said Southeast Quarter a distance of 1451.10 feet to the point of beginning; THENCE South 89°48'12" East a distance of 1234.31 feet; THENCE South 89°12'42" West a distance of 439.41 feet; THENCE North 89°48'12" East a distance of 1307.66 feet to a point on the east line of said Southeast Quarter; THENCE North 0°17'21" West along said east line a distance of 1624.10 feet to the northeast corner of said Southeast Quarter; THENCE South 89°48'12" West along the north line of said Southeast Quarter a distance of 1300.00 feet; THENCE South 0°17'21" West a distance of 303.03 feet; THENCE North 89°48'12" West a distance of 1320.38 feet to a point on the west line of said Southeast Quarter; THENCE South 89°48'12" West along said west line a distance of 400.00 feet to the point of beginning.

Total area equals 16,637,381.5495 square feet ±, or 368,150 Acres more or less.

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 herein is the same as the property described in Fidelity National Title Insurance commitment No. 1867-0009-69 dated July 14, 2016 at 7:30am, and that all encumbrances referenced in said title commitment have been plotted herein 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 herein.

Only the improvements shown herein were located on per client's request.

I further certify that the graphic plotting only this property is located within an area having a Zone Designation of "X", "AG", "A0", and "A1" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 48672C0100 & 487404001 both with a date of identification of September 26, 2006, for Community No. 48064, 48073, 48084, and 48078 all in Cleveland 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 Tecumseh Rd, W 40th St, Brock Creek Rd, and W 72nd St. All being public streets.

The street address is address.

The surveyor observed an evidence of earth moving work, building construction, or building addition during the field work.

There are no parking spaces.

I further certify that the property owners were not at or near the survey.

The above description does not constitute a mathematical 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 21, 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. 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:

41. Section line and monument created under Title 43 USC Section 1195 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. Affects and shows.

11. Right of Way Grant recorded in Book 158, page 446, as assigned to Cimarron Gathering, L.P., a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3506, page 1473. Blanket, not platable.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 3371, page 7 executed by Cimarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

12. Right of Way Agreement recorded in Book 709, page 668, as assigned to Cimarron Gathering, L.P., a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3506, page 1473. Blanket, not platable.

13. Right of Way Grant recorded in Book 107, page 487, as assigned to Cimarron Gathering, L.P., a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3506, page 1473. Blanket, not platable.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 3371, page 7 executed by Cimarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

14. Right of Way Grant recorded in Book 107, page 485, as assigned to Cimarron Gathering, L.P., a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3506, page 1473. Blanket, not platable.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 3371, page 7 executed by Cimarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

15. Right of Way Agreement recorded in Book 626, page 396, as assigned to Cimarron Gathering, L.P., a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3506, page 1473. Blanket, not platable.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 3371, page 7 executed by Cimarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

16. Right of Way Agreement recorded in Book 1836, page 314, as assigned to Cimarron Gathering, L.P., a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3506, page 1473. Blanket, not platable.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 3371, page 7 executed by Cimarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

18. Right of Way Agreement in favor of Chamokee Pipe Line Company, a Delaware corporation, recorded in Book 364, page 274, as partially assigned to Apco Pipe Line, Inc., a Kansas corporation, by the Conveyance and Assignment recorded in Book 385, page 248. Blanket, not platable.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 2785, page 1017; however, that assignment is not executed by an entity which held of record any interest.

19. Right of Way Agreement in favor of Chamokee Pipe Line Company, a Delaware corporation, recorded in Book 364, page 274, as partially assigned to Apco Pipe Line, Inc., a Kansas corporation, by the Conveyance and Assignment recorded in Book 385, page 248. Blanket, not platable.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 2785, page 1017; however, that assignment is not executed by an entity which held of record any interest.

20. Right of Way Grant recorded in Book 466, page 138, as assigned to SunRay OX Oil Company, a Delaware corporation, by the Assignment of Right of Way recorded in Book 403, page 417.

NOTE: This Right of Way Grant is subject to other assignments recorded in Book 1911, page 155, Book 2396, page 604 (in which certain rights were reserved) and Book 3153, page 1307 (in which certain rights were reserved). However, the instrument recorded in Book 1911, page 155, does not appear to have been executed by the successor to SunRay OX Oil Company, a Delaware corporation, according to the information contained in the Certificate of History and Succession recorded in Book 2185, page 602.

21. Right of Way Agreement in favor of Sun Oil Company, a corporation, recorded in Book 303, page 529. Blanket, description is not platable; they does tie to two specific wells and pipelines.

NOTE: This Right of Way Agreement is subject to assignments recorded in Book 1911, page 155, Book 2396, page 604 (in which certain rights were reserved) and Book 3153, page 1307 (in which certain rights were reserved). However, the instrument recorded in Book 1911, page 155, does not appear to have been executed by the successor to SunRay OX Oil Company, a Delaware corporation, according to the information contained in the Certificate of History and Succession recorded in Book 2185, page 602.

22. Right of Way Agreement recorded in Book 680, page 668, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

23. Right of Way Agreement recorded in Book 7161 page 334, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

24. Right of Way Agreement recorded in Book 825, page 487, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. No width of easement given. Not platable.

25. Right of Way Agreement recorded in Book 631, page 548, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Blanket, not platable.

26. Right of Way Agreement recorded in Book 676, page 577, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Blanket, not platable.

27. Right of Way Agreement recorded in Book 1172, page 117, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

28. Right of Way Agreement recorded in Book 1191, page 274, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

29. Right of Way Agreement recorded in Book 1239, page 610, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Blanket, not platable.

30. Right of Way Agreement recorded in Book 1247, page 251, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

32. Right of Way Agreement recorded in Book 1402, page 612, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

33. Right of Way Agreement recorded in Book 1557, page 674, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

34. Right of Way Agreement recorded in Book 2021, page 61, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604. Shows herein.

35. Agreement in favor of Chamokee Pipe Line Company, a Delaware corporation, recorded in Book 304, page 289. Not platable.

36. Easement in favor of Conoco Pipe Line Company recorded in Book 2468, page 50. Blanket, not platable.

37. Pipeline Easement in favor of Northeast Oil Company recorded in Book 3229, page 277. Shows herein.

NOTE: Easement 37 was plotted from an Auto Survey from Cimarron Surveying & Mapping dated 8-15-2000. The location of pipelines were located off of possession lines, not from property or section corners. The location are approximate. This exception only for a 57 pipeline easements, it is assumed on this survey the missing is 25' on each side of described pipeline.

38. Surface Lease Agreement in favor of C. B. Processors Partnership, a Texas general partnership, recorded in Book 3033, page 141. Blanket, not platable.

39. Grant of Easement, Consent and Restrictions recorded in Book 2904, page 138. Shows herein.

40. Declaration of Easement, Consent and Restrictions recorded in Book 410, page 1290. Areas easement shown herein.

The following DO NOT AFFECT this property:

17. Easement recorded in Book 1948, page 264, as assigned to Cimarron Gathering, L.P., a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3506, page 1473.

NOTE: A further assignment of this Right of Way Agreement appears of record in Book 3371, page 7 executed by Cimarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

31. Ground Field Permit recorded in Book 1802, page 410, as assigned to Premier Oklahoma Processors ILLC, a Delaware limited liability company and MIT OKLA, L.L.C., a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3153, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2396, page 604.

**Zone X** - Areas that are above the 0.2% (0002) flood elevation. Flood insurance is not required. Local floodplain zoning ordinances do not apply to zone X.

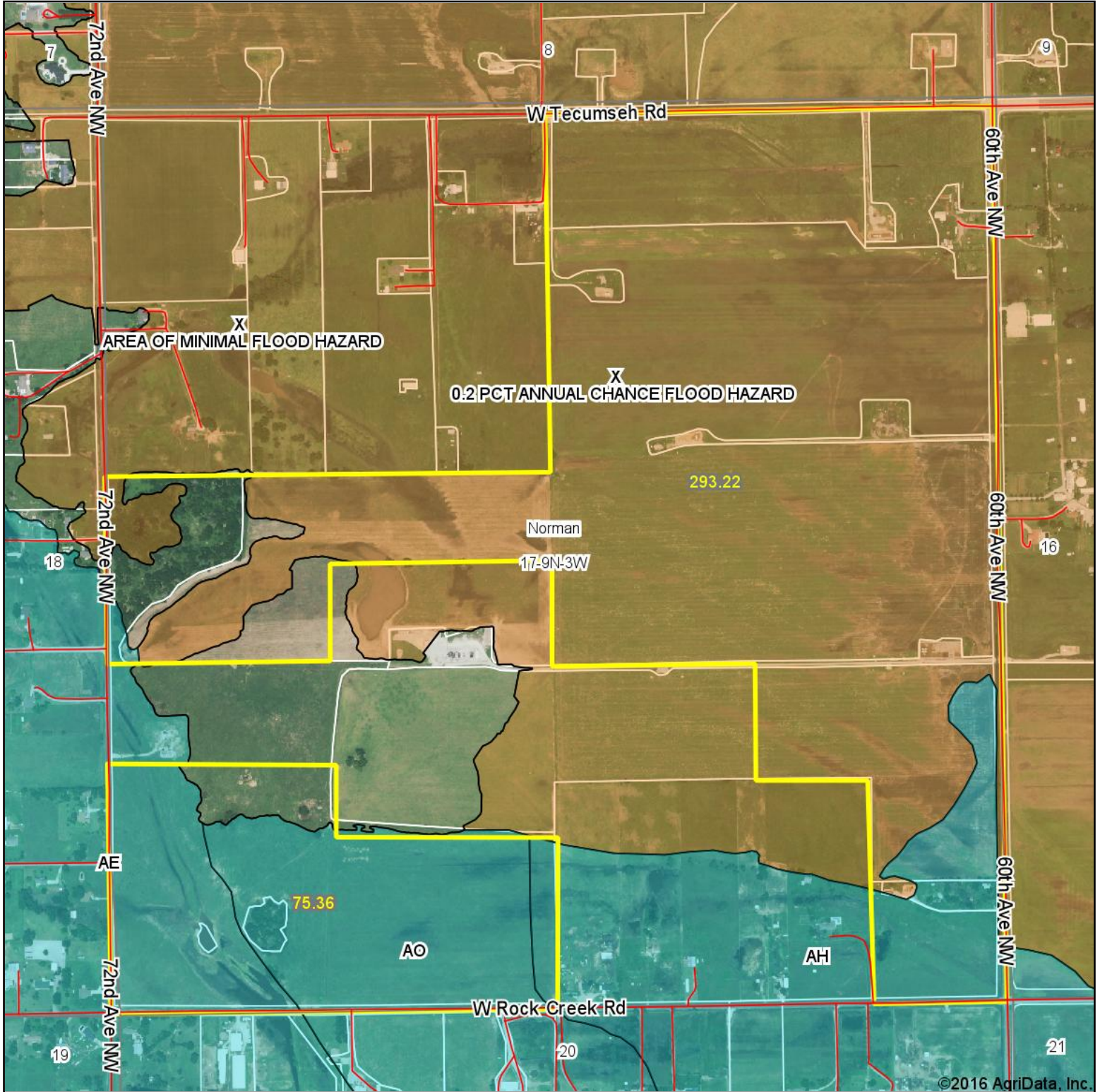
**Zone AD** - Areas subject to inundation by 1 percent annual-chance shallow flooding (entirely above flow or sloping terrain) where average depths are between one and three feet. Average flood depths derived from detailed hydrologic analyses are shown in this zone. Mandatory flood insurance purchase requirements and floodplain management standards apply.

**Zone AH** - Areas subject to inundation by 1 percent annual-chance shallow flooding (entirely areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydrologic analyses are shown in this zone. Mandatory flood insurance purchase requirements and floodplain management standards apply.

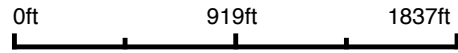
**Zone AE** - Areas subject to inundation by the 1 percent annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

# **FLOOD ZONE MAPS**

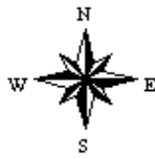
# FLOOD ZONE MAP



map center: 35° 15' 17.29, -97° 32' 18.52



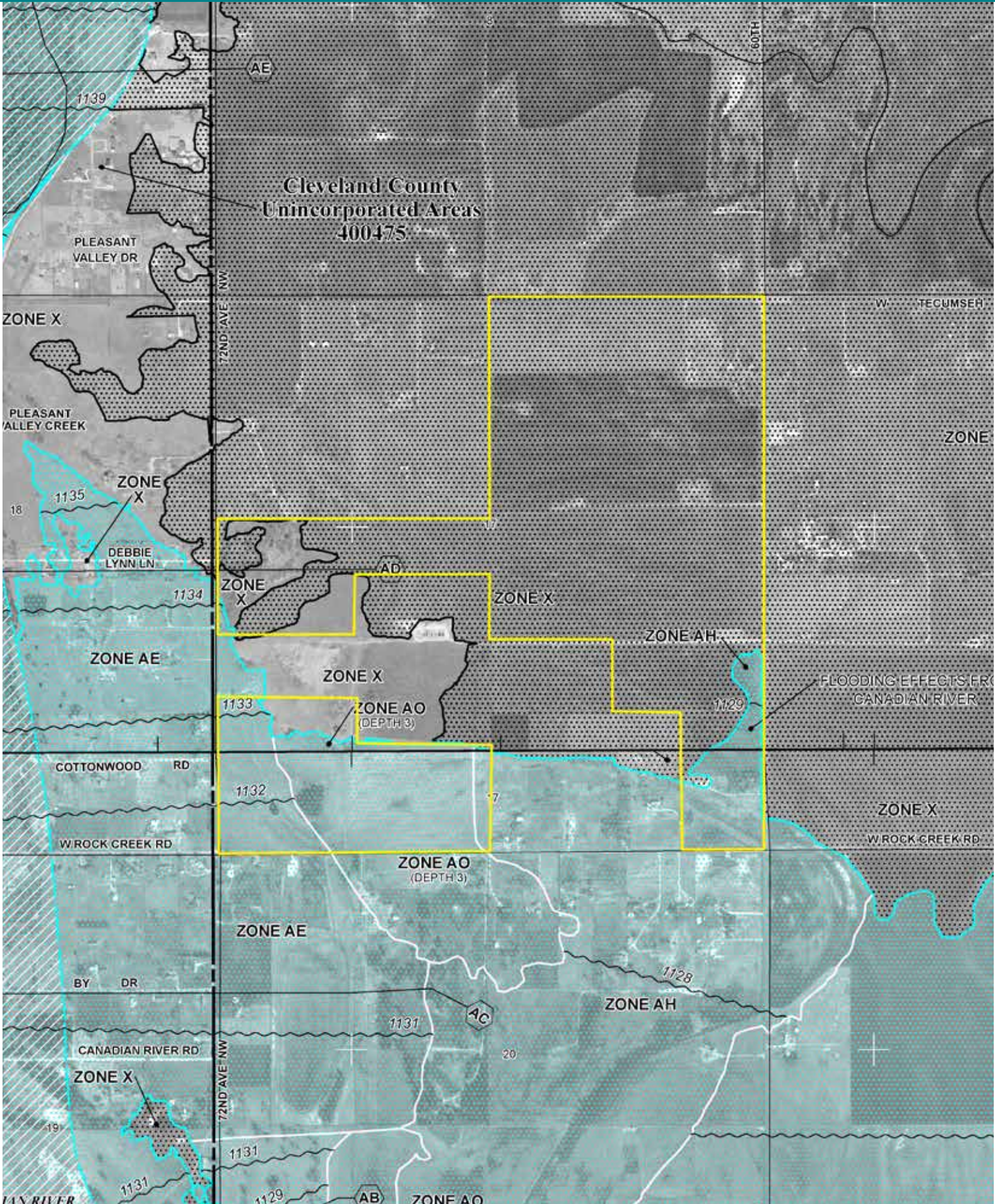
17-9N-3W  
Cleveland County  
Oklahoma



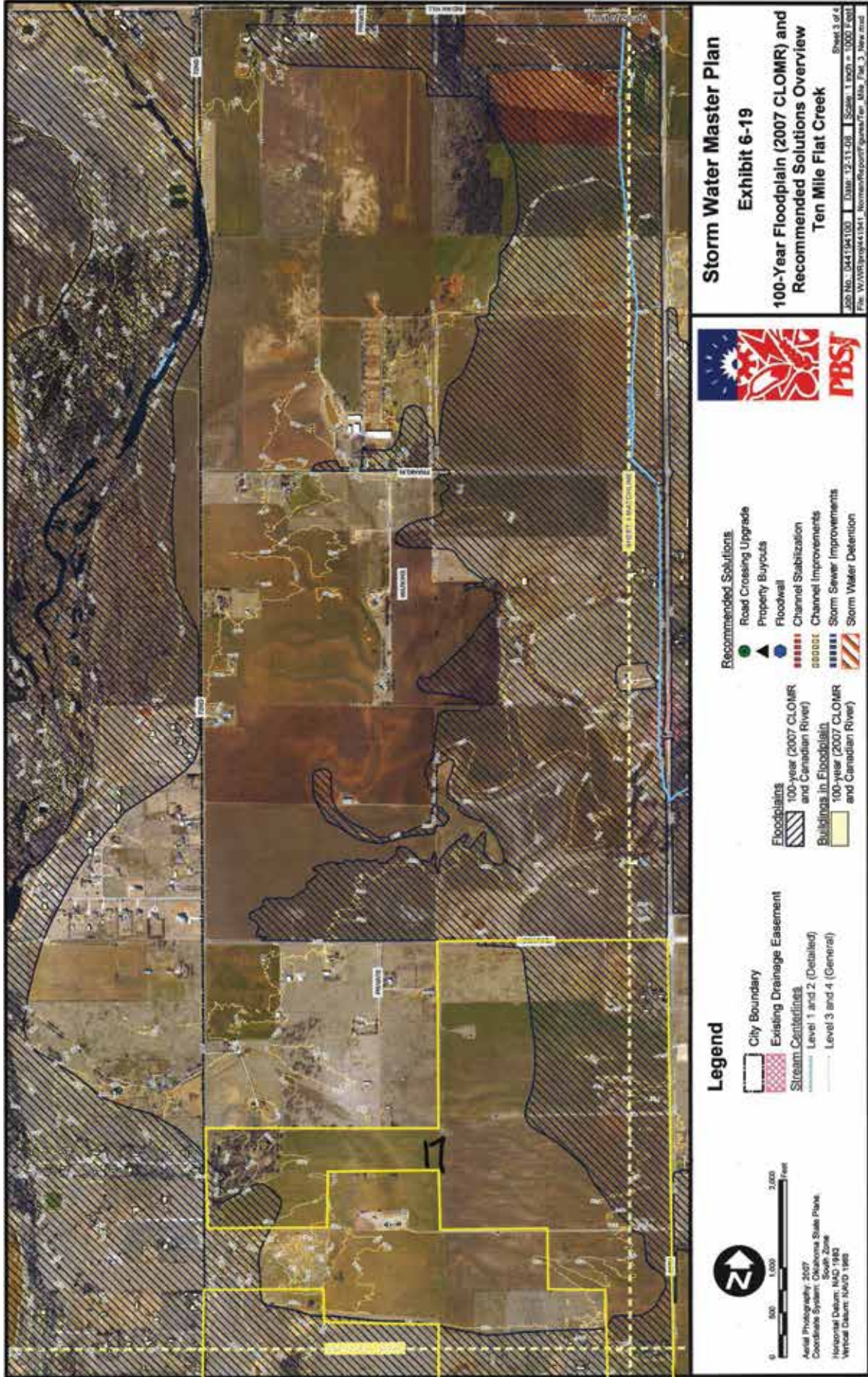
12/12/2016

Field borders provided by Farm Service Agency as of 5/21/2008.

# FLOOD ZONE MAP



# FLOOD ZONE MAP



**Storm Water Master Plan**  
**Exhibit 6-19**  
**100-Year Floodplain (2007 CLOMR) and**  
**Recommended Solutions Overview**  
**Ten Mile Flat Creek**

JOB NO.: 04-104-100 | DWM 12-11-08 | SCHEM 1 2007 CLOMR  
 File: W:\GIS\Map\41041 - StormWater\p\figs\Fer\_Mile\_Flat\_3\_1007\_CLOMR

Sheet 3 of 4



- Recommended Solutions**
- Road Crossing Upgrade
  - Property Buyouts
  - Floodwall
  - Channel Stabilization
  - Storm Sewer Improvements
  - Storm Water Detention
- Floodplains**
- 100-year (2007 CLOMR and Canadian River) Buildings in Floodplain
  - 100-year (2007 CLOMR and Canadian River)

- Legend**
- City Boundary
  - Existing Drainage Easement
  - Stream Centrilines**
    - Level 1 and 2 (Detailed)
    - Level 3 and 4 (General)

0 500 1,000 2,000 Feet

Aerial Photography: 2007  
 Coordinate System: Oklahoma State Plane  
 Horizontal Datum: NAD 83  
 Vertical Datum: NAVD 1988



# **TAX STATEMENTS**

# TAX STATEMENTS

## TRACTS 1-6 & PART OF 11

Cleveland County, Oklahoma - Property Record Card, Page 1  
 Account: R0068666, Parcel: SD29 9 3W 17 001

### GENERAL PARCEL INFORMATION

Account R0068666  
 Parcel SD29 9 3W 17 001  
 Owner PRICE, DAVE LLC  
 Address 3434 60TH AVE NW NORMAN 73072  
 Account Type AGRICULTURAL  
 Legal Description 17-9-3W 192 AC NE/4 & S 32 AC NW/4  
 Subdivision  
 Tax District SD29  
 Acres 192.00  
 Mailing Address 210 PARK AVE STE 1000  
 OKLAHOMA CITY OK 73102

### MAP



### VALUATION

	Market	Assessment	Taxable
Land Value	\$90,590.00	12%	\$10,871.00
Improvements	\$8,155.00	12%	\$979.00
Total Value	\$98,745.00	12%	\$11,849.00
Adjustments			\$0.00
Net Taxable			\$11,849.00

### LAND

Land Type	Acreage	Value	Description
AGRICULTURAL	191	\$88,490.00	
RESIDENTIAL	1	\$2,100.00	

### SALES

Sale Date	Sale Price	Book/Page	Buyer	Seller	Deed Type

# TAX STATEMENTS

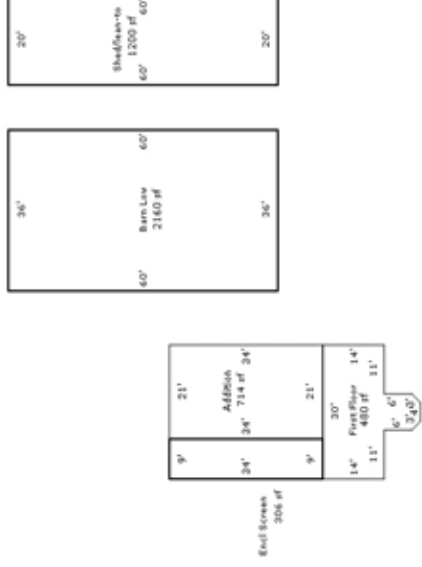
## TRACTS 1-6 & PART OF 11

Cleveland County, Oklahoma - Property Record Card, Page 2  
 Account: R0068666, Parcel: SD29 9 3W 17 001  
 Card: 1

### GENERAL PARCEL INFORMATION

Account R0068666  
 Parcel SD29 9 3W 17 001  
 Owner PRICE, DAVE LLC  
 Address 3434 60TH AVE NW NORMAN 73072  
 Account Type AGRICULTURAL  
 Legal Description 17-9-3W 192 AC NE/4 & S 32 AC NW/4  
 Subdivision  
 Tax District SD29  
 Acres 192.00  
 Mailing Address 210 PARK AVE STE 1000  
 OKLAHOMA CITY OK 73102

### SKETCH



### VALUATION

	Market	Assessment	Taxable
Land Value	\$90,590.00	12%	\$10,871.00
Improvements	\$8,155.00	12%	\$979.00
Total Value	\$98,745.00	12%	\$11,849.00
Adjustments			\$0.00
Net Taxable			\$11,849.00

### IMPROVEMENTS

Type	RESIDENTIAL	Year Built
Description	CONVENTIONAL 1 STORY	1920
Total Area	1194	Interior
Finished Basement Area	0	Exterior
Garage Area	0	Roof Type
Carport Area	0	Roof Cover
Balcony Area	0	Floor Cover
Porch Area	0	Foundation
Cooling	306	Rooms
Stories	FLOOR/WALL FURNACE	Bedrooms
Condition	1	Baths
Quality	POOR	Units
	FAIR PLUS	Value
		\$8,155.00

# TAX STATEMENTS

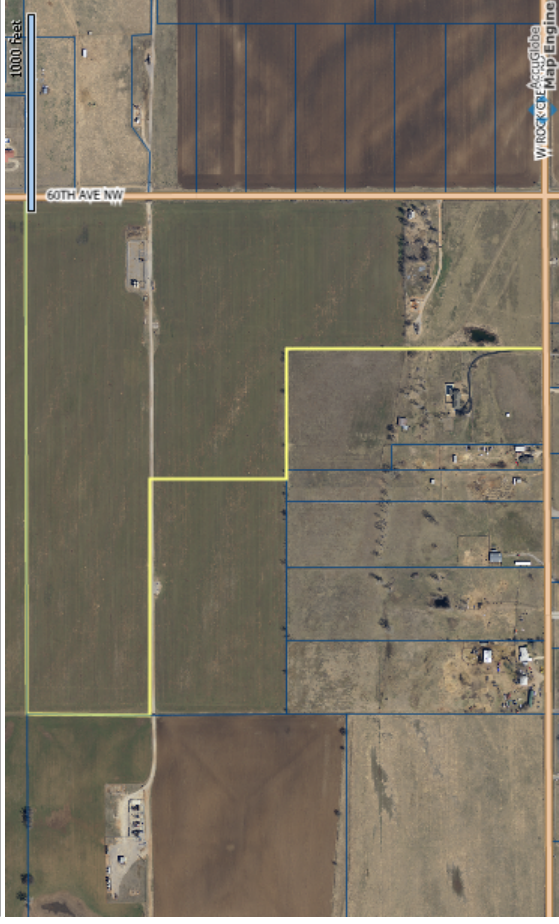
## TRACTS 7-8

Cleveland County, Oklahoma - Property Record Card, Page 1  
 Account: R0159493, Parcel: SD29 9 3W 17 018

**GENERAL PARCEL INFORMATION**

Account R0159493  
 Parcel SD29 9 3W 17 018  
 Owner PRICE, DAVE LLC  
 Address 0 60TH AVE NW NORMAN 73072  
 Account Type AGRICULTURAL  
 Legal Description 17-9-3W 83.22 AC N/2 SE/4 & PRT S/2 SE/4 BEG NE/C  
 Subdivision W777.856` S1320` E777.856` N1320` POB LESS BEG  
 Tax District 1319.33` N SW/C SE/4 E1200` N700` W1200` S700` POB  
 Acres  
 Mailing Address SD29  
 83.22  
 210 PARK AVE STE 1000  
 OKLAHOMA CITY OK 73102

**MAP**



**VALUATION**

	Market	Assessment	Taxable
Land Value	\$42,026.00	12%	\$5,043.00
Improvements	\$0.00	12%	\$0.00
Total Value	\$42,026.00	12%	\$5,043.00
Adjustments			\$0.00
Net Taxable			\$5,043.00

**LAND**

Land Type	Acreage	Value	Description
RESIDENTIAL	83.2200012207031	\$42,026.00	SP 2010

**SALES**

Sale Date	Sale Price	Book/Page	Buyer	Seller	Deed Type
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# TAX STATEMENTS

## TRACTS 7-8

Cleveland County, Oklahoma - Property Record Card, Page 2  
 Account: R0159493, Parcel: SD29 9 3W 17 018  
 Card: 1

GENERAL PARCEL INFORMATION SKETCH

Account R0159493  
 Parcel SD29 9 3W 17 018  
 Owner PRICE, DAVE LLC  
 Address 0 60TH AVE NW NORMAN 73072  
 Account Type AGRICULTURAL  
 Legal Description 17-9-3W 83.22 AC N/2 SE/4 & PRT S/2 SE/4 BEG NE/C  
 Subdivision W777.856` S1320` E777.856` N1320` POB LESS BEG  
 Tax District 1319.33`N SW/C SE/4 E1200` N700` W1200` S700` POB  
 Acres  
 Mailing Address SD29  
 83.22  
 210 PARK AVE STE 1000  
 OKLAHOMA CITY OK 73102



VALUATION	Market	Assessment	Taxable
Land Value	\$42,026.00	12%	\$5,043.00
Improvements	\$0.00	12%	\$0.00
Total Value	\$42,026.00	12%	\$5,043.00
Adjustments			\$0.00
Net Taxable			\$5,043.00

Sketch by Apex Millwork

IMPROVEMENTS	Year Built
Type	1920
Description	DRYWALL
Total Area	784
Finished Basement Area	0
Garage Area	0
Carpport Area	0
Balcony Area	0
Porch Area	0
Cooling	0
Stories	1
Condition	POOR
Quality	FAIR PLUS
	Value
	\$0.00

# TAX STATEMENTS

## TRACTS 9-10

Cleveland County, Oklahoma - Property Record Card, Page 1  
 Account: R0159497, Parcel: SD29 9 3W 17 022

### GENERAL PARCEL INFORMATION

Account R0159497  
 Parcel SD29 9 3W 17 022  
 Owner PRICE, DAVE LLC  
 Address 00000  
 Account Type AGRICULTURAL  
 Legal Description 17-9-3W 75.37 AC PRT SW/4 BEG SW/C SW/4 N1457.10'  
 Subdivision E1324.31' S439.41' E1307.66' S1015.87' W2640' POB  
 Tax District SD29  
 Acres 75.37  
 Mailing Address 210 PARK AVE STE 1000  
 OKLAHOMA CITY OK 73102

### MAP



### VALUATION

	Market	Assessment	Taxable
Land Value	\$22,310.00	12%	\$2,677.00
Improvements	\$7,020.00	12%	\$842.00
Total Value	\$29,330.00	12%	\$3,520.00
Adjustments			\$0.00
Net Taxable			\$3,520.00

### LAND

Land Type	Value	Description
RESIDENTIAL	\$22,310.00	SP 2010

### SALES

Sale Date	Sale Price	Book/Page	Buyer	Seller	Deed Type
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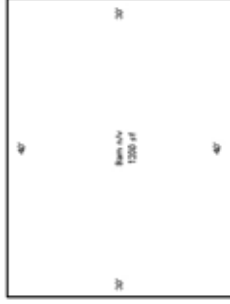
# TAX STATEMENTS

## TRACTS 9-10

Cleveland County, Oklahoma - Property Record Card, Page 2  
 Account: R0159497, Parcel: SD29 9 3W 17 022  
 Card: 1

GENERAL PARCEL INFORMATION

Account R0159497  
 Parcel SD29 9 3W 17 022  
 Owner PRICE, DAVE LLC  
 Address 00000  
 Account Type AGRICULTURAL  
 Legal Description 17-9-3W 75.37 AC PRT SW/4 BEG SW/C SW/4 N1457.10`  
 Subdivision E1324.31` S439.41` E1307.66` S1015.87` W2640` POB  
 Tax District  
 Acres SD29  
 Mailing Address 75.37  
 210 PARK AVE STE 1000  
 OKLAHOMA CITY OK 73102



Sketch by Apex Mobile™

VALUATION

	Market	Assessment	Taxable
Land Value	\$22,310.00	12%	\$2,677.00
Improvements	\$7,020.00	12%	\$842.00
Total Value	\$29,330.00	12%	\$3,520.00
Adjustments			\$0.00
Net Taxable			\$3,520.00

IMPROVEMENTS

Type	RESIDENTIAL	Year Built
Description	ADDON ONLY RES	1975
Total Area	0	
Finished Basement Area	0	GABLE
Garage Area	0	
Carport Area	0	
Balcony Area	0	
Porch Area	0	
Cooling	NONE	
Stories	1	
Condition	AVERAGE	
Quality	AVERAGE	
	Units	0
	Value	\$7,020.00

# TAX STATEMENTS

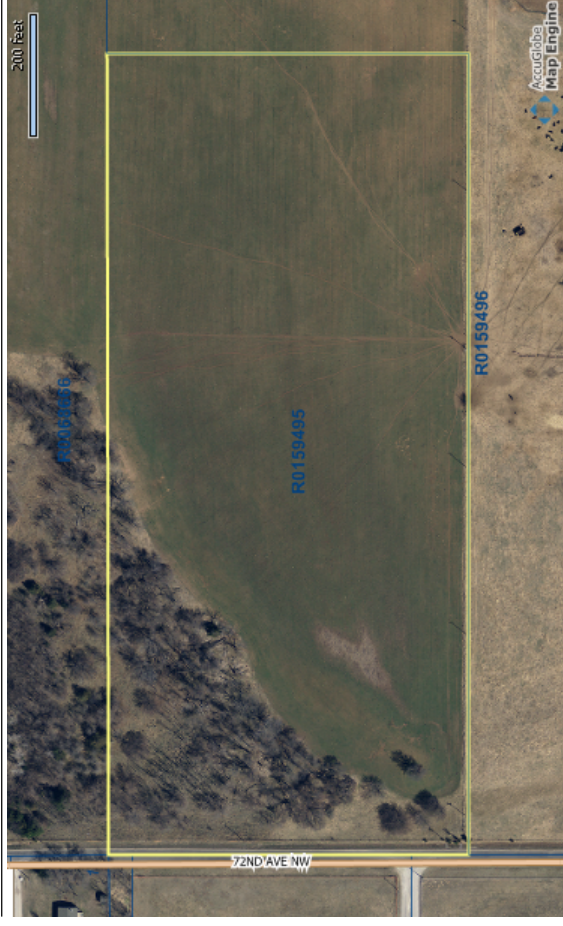
## TRACT 11

Cleveland County, Oklahoma - Property Record Card, Page 1  
 Account: R0159495, Parcel: SD29 9 3W 17 020

### GENERAL PARCEL INFORMATION

Account R0159495  
 Parcel SD29 9 3W 17 020  
 Owner PRICE, DAVE LLC  
 Address 00000  
 Account Type AGRICULTURAL  
 Legal Description 17-9-3W 17.98 AC PRT SW/4 BEG NW/4 SW/4 E1320.58'  
 Subdivision S593.07 W1320.58 N5593.07 POB  
 Tax District SD29  
 Acres 17.98  
 Mailing Address 210 PARK AVE STE 1000  
 OKLAHOMA CITY OK 73102

### MAP



### VALUATION

	Market	Assessment	Taxable
Land Value	\$5,322.00	12%	\$639.00
Improvements	\$0.00	12%	\$0.00
Total Value	\$5,322.00	12%	\$639.00
Adjustments			\$0.00
Net Taxable			\$639.00

### LAND

Land Type	Acreage	Value	Description
RESIDENTIAL	17.9799995422363	\$5,322.00	SP 2010

### SALES

Sale Date	Sale Price	Book/Page	Buyer	Seller	Deed Type
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# **TITLE COMMITMENT**

# TITLE COMMITMENT

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**FIDELITY 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. 1706-0008-68

**SCHEDULE A**

1. Effective Date: May 24, 2017 at 7:00 A.M.
2. Policy or policies to be issued: AMOUNT
  - (a) ALTA OWNERS POLICY (6/17/2006) Purchase price  
Proposed Insured:  
  
Purchaser to be named by revision or endorsement to this commitment
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:  
  
Dave Price, L.L.C., an Oklahoma limited liability company
4. The land referred to in this Commitment is located in the County of Cleveland, State of Oklahoma and is described on Exhibit A attached hereto.

# TITLE COMMITMENT

Exhibit A-Page 1 of 2

The Northeast Quarter AND the North Half of the Southeast Quarter of Section 17, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

AND

The south 32 acres of the Northwest Quarter and all of the Southwest Quarter of Section 17, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma.

AND

Part of the South Half of the Southeast Quarter of Section 17, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Beginning at the Northeast Corner of the South Half of the Southeast Quarter of said Section 17;

THENCE west a distance of 777.856 feet;

THENCE south on a line parallel with the east line of the Southeast Quarter of said Section 17 to the south line of said Southeast Quarter;

THENCE east a distance of 777.856 feet to the Southeast Corner of said Section 17;

THENCE north to the point of beginning.

Less and except:

Part of the Southeast Quarter of Section 17, Township 9 North, Range 3 West, Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 17;

THENCE North  $00^{\circ}17'23''$  West along the west line of said Southeast Quarter a distance of 1319.33 feet to the Southwest Corner of the North Half of said Southeast Quarter and the point of beginning;

THENCE North  $89^{\circ}48'12''$  East along the south line of said North Half a distance of 1200.00 feet;

THENCE North  $00^{\circ}17'23''$  West a distance of 700.00 feet;

THENCE South  $89^{\circ}48'12''$  West a distance of 1200.00 feet to a point on the west line of said Southeast Quarter;

THENCE South  $00^{\circ}17'23''$  East along said west line a distance of 700.00 feet to the point of beginning.

# TITLE COMMITMENT

Exhibit A-Page 2 of 2

Less and except:

Part of the Southwest Quarter of Section 17, Township 9 North, Range 3 West, Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of said Section 17;

THENCE North  $00^{\circ}03'35''$  East along the west line of said Southwest Quarter a distance of 1457.10 feet to the point of beginning;

THENCE South  $89^{\circ}56'25''$  East a distance of 1324.31 feet;

THENCE South  $00^{\circ}12'42''$  West a distance of 439.41 feet;

THENCE North  $89^{\circ}38'41''$  East a distance of 1307.66 feet to a point on the east line of said Southwest Quarter;

THENCE North  $00^{\circ}17'23''$  West along said east line a distance of 1624.13 feet to the northeast corner of said Southwest Quarter;

THENCE South  $89^{\circ}49'43''$  West along the north line of said Southwest Quarter a distance of 1300.00 feet;

THENCE South  $00^{\circ}05'17''$  West a distance of 593.07 feet;

THENCE North  $89^{\circ}45'37''$  West a distance of 1320.58 feet to a point on the west line of said Southwest Quarter;

THENCE South  $00^{\circ}03'35''$  West along said west line a distance of 600.00 feet to the point of beginning.

# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART I

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Commitment No. 1706-0008-68

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 Dave Price, L.L.C., an Oklahoma limited liability company vesting fee simple title in Purchaser named by revision or endorsement to this commitment.

**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. With respect to Dave Price, L.L.C. 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

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART I-Continued

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Commitment No. 1706-0008-68

6. Furnish satisfactory evidence that the proposed insured is an entity capable of holding title to real property in the state of Oklahoma.
7. This commitment for title insurance is issued by American Eagle Title Group, L.L.C., as agent for Fidelity National Title Insurance Company, and shall not be binding on American Eagle Title Group, L.L.C. unless and until Fidelity National Title Insurance Company has obtained high liability authorization, if insured amount exceeds \$5,000,000.00.
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 May 24, 2017.

# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II

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Commitment No. 1706-0008-68

- 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. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured.
  8. 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.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

9. 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.
10. Right of Way Grant recorded in Book 188, page 440, as assigned to Cimmarron Gathering, LP, a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3500, page 1473.

**NOTE:** A further assignment of this Right of Way Agreement appears of record in Book 5371, page 7 executed by Cimmarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

11. Right of Way Agreement recorded in Book 709, page 668, as assigned to Cimmarron Gathering, LP, a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3500, page 1473.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

12. Right of Way Grant recorded in Book 107, page 447, as assigned to Cimmarron Gathering, LP, a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3500, page 1473.

**NOTE:** A further assignment of this Right of Way Agreement appears of record in Book 5371, page 7 executed by Cimmarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

13. Right of Way Grant recorded in Book 107, page 445, as assigned to Cimmarron Gathering, LP, a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3500, page 1473.

**NOTE:** A further assignment of this Right of Way Agreement appears of record in Book 5371, page 7 executed by Cimmarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

14. Right of Way Agreement recorded in Book 620, page 596, as assigned to Cimmarron Gathering, LP, a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3500, page 1473.

**NOTE:** A further assignment of this Right of Way Agreement appears of record in Book 5371, page 7 executed by Cimmarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

15. Right of Way Agreement recorded in Book 1856, page 514, as assigned to Cimmarron Gathering, LP, a Texas limited partnership, by the Assignment, Conveyance and Bill of Sale recorded in Book 4046, page 1308, subject to the rights of Sea Breeze Communication Company under that certain Telecommunication Rights Agreement dated May 17, 1999, as further evidenced by the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3131, page 1373 and the Memorandum of Transfer and Contribution of Telecommunication Rights recorded in Book 3500, page 1473.

**NOTE:** A further assignment of this Right of Way Agreement appears of record in Book 5371, page 7 executed by Cimmarron Gathering LLC to Short Junction Operating, LLC; however, that assignment is not executed by an entity which held of record any interest.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

16. Right of Way Agreement in favor of Cherokee Pipe Line Company, a Delaware corporation, recorded in Book 364, page 274, as partially assigned to Apco Pipe Line, Inc., a Kansas corporation, by the Conveyance and Assignment recorded in Book 585, page 248.

**NOTE:** A further assignment of this Right of Way Agreement appears of record in Book 2785, page 1017; however, that assignment is not executed by an entity which held of record any interest.

17. Right of Way Agreement in favor of Cherokee Pipe Line Company, a Delaware corporation, recorded in Book 364, page 278, as partially assigned to Apco Pipe Line, Inc., a Kansas corporation, by the Conveyance and Assignment recorded in Book 585, page 248.

**NOTE:** A further assignment of this Right of Way Agreement appears of record in Book 2785, page 1017; however, that assignment is not executed by an entity which held of record any interest.

18. Right of Way Grant recorded in Book 460, page 138, as assigned to SunRay DX Oil Company, a Delaware corporation, by the Assignment of Right-of-Way recorded in Book 463, page 417.

**NOTE:** This Right of Way Grant is subject to further assignments recorded in Book 1931, page 155, Book 2390, page 604 (in which certain rights were reserved) and Book 3155, page 1307 (in which certain rights were reserved). However, the instrument recorded in Book 1931, page 155, does not appear to have been executed by the successor to SunRay DX Oil Company, a Delaware corporation, according to the information contained in the Certificate of History and Succession recorded in Book 2185, page 602.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

19. Right of Way Agreement in favor of Sun Oil Company, a corporation, recorded in Book 503, page 529.

**NOTE:** This Right of Way Agreement is subject to assignments recorded in Book 1931, page 155, Book 2390, page 604 (in which certain rights were reserved) and Book 3155, page 1307 (in which certain rights were reserved). However, the instrument recorded in Book 1931, page 155, does not appear to have been executed by the successor to SunRay DX Oil Company, a Delaware corporation, according to the information contained in the Certificate of History and Succession recorded in Book 2185, page 602.

20. Right of Way Agreement recorded in Book 680, page 668, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
21. Right of Way Agreement recorded in Book 716, page 534, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
22. Right of Way Agreement recorded in Book 625, page 487, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

23. Right of Way Agreement recorded in Book 631, page 568, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
24. Right of Way Agreement recorded in Book 670, page 577, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
25. Right of Way Agreement recorded in Book 1172, page 117, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
26. Right of Way Agreement recorded in Book 1191, page 274, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

27. Right of Way Agreement recorded in Book 1239, page 410, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
28. Right of Way Agreement recorded in Book 1247, page 251, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
29. Right of Way Agreement recorded in Book 1402, page 412, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
30. Right of Way Agreement recorded in Book 1957, page 874, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

31. Right of Way Agreement recorded in Book 2021, page 41, as assigned to Premier Oklahoma Processors I LLC, a Delaware limited liability company and MIT OKLA, LLC, a Delaware limited liability company, by the Assignment and Bill of Sale recorded in Book 3155, page 1307, in which certain rights were reserved by Conoco Inc., a Delaware corporation, and subject to certain rights reserved by Sun Operating Limited Partnership in the Assignment and Bill of Sale recorded in Book 2390, page 604.
32. Agreement in favor of Cherokee Pipe Line Company, a Delaware corporation, recorded in Book 304, page 289.
33. Easement in favor of Conoco Pipe Line Company recorded in Book 2468, page 50.
34. Pipeline Easement in favor of Northwest Oil Company recorded in Book 3229, page 277.
35. Surface Lease Agreement in favor of C & L Processors Partnership, a Texas general partnership, recorded in Book 3053, page 1451.
36. Grant of Easement in favor of the City of Norman, a municipal corporation, recorded in Book 2914, page 1108.
37. Declaration of Easement, Covenants and Restrictions recorded in Book 4741, page 1206.

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# TITLE COMMITMENT

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1706-0008-68

38. The following matters as delineated on the ALTA/NSPS Land Title Survey prepared by Michael A. Dawson, P.L.S. No. 1816 of Huitt-Zollars, Inc. dated December 9, 2016 and designated as Project No. R306417.01:
- i. petroleum wells, equipment and tank batteries located on the land;
  - ii. underground gas lines crossing that portion of the land located in the east half of Section 17; and
  - iii. claims, if any, of property owners northerly adjacent to the land located in the northwest quarter, in and to that portion of the land located in said northwest quarter lying between its northerly boundary and the fence located within said boundary.

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

By 

Andrew J. McCune  
ODI License No. 113795



# TITLE COMMITMENT



**Fidelity National Title Insurance Company**

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

**Fidelity National Title Insurance Company**



By:

*[Signature]*

ATTEST

President

*[Signature]*

Secretary

Countersigned:

*[Signature]*

Authorized Signatory

# TITLE COMMITMENT

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

# **PROPERTY PHOTOS**

**SOUTHEAST CORNER**



**SOUTHWEST CORNER**



**TRACT 1**



**TRACTS 1, 2 & 5**



TRACTS 1, 2 & 3



TRACT 5



TRACT 8



TRACT 9



**TRACT 9**



**TRACT 10**





TRACT 10



TRACT 11



TRACT 11



TRACT 11





TRACT 11

 **SCHRADER**  
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