

Oklahoma  
Pottawatomie County

# AUCTION

Offered in 8 Tracts

**303<sup>±</sup>**  
acres

From 3<sup>±</sup> to 126<sup>±</sup> acres

- *Quality Farmland*
- *Mature Pecan Grove*
- *Multiple Potential Building Sites*

- *Keokuk Silt Loam Soils*
- *Excellent Recreational Land*
- *Nearly 1 Mile of North Canadian River Frontage*



# INFORMATION BOOKLET

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

**Tuesday, June 19 • 6pm**

at the Gordon Cooper Technology Center, Shawnee, OK  online bidding available

# 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 19, 2018**

**303 ACRES – SHAWNEE, OKLAHOMA**

For pre-registration, 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 12, 2018.  
Otherwise, registration available onsite prior to the auction.

## **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**  
**303± Acres • Shawnee, Oklahoma**  
**Tuesday, June 19, 2018**

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

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 19, 2018 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 12, 2018**. 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



# Oklahoma AUCTION

Pottawatomie County

Offered in 8 Tracts from 3± to 126± acres

## Tuesday, June 19 • 6pm

at the Gordon Cooper Technology Center, Shawnee, OK  online bidding available

*The Sharp Farm is located just east of Shawnee, Oklahoma along State Highway 3E, only 2.5 miles from the Shawnee Country Club. This is a diverse property with multiple potential building sites having elevated views overlooking the North Canadian River and a gentle slope into the productive farmland bottoms below. With nearly 1 mile of frontage along the North Canadian River, while only 62± acres of the entire property in the 100-year flood plain, this is a unique opportunity. Along the east boundary of the property sits an impressive grove of approximately 40 mature native pecan trees. The farmland is primarily comprised of 147± acres of Class I, Keokuk Silt Loam Soils. The farm is being offered in 8 Tracts from 3± to 126± acres, providing an opportunity for buyers seeking a potential home-site, farmland buyers or a combination thereof. Bidders may place bids on any individual tract or combination of parcels that best fits their needs.*

**TRACT 1:** 10± acres along Hwy 3, excellent potential building site or small farm. This parcel has quality soils and is mostly tillable with some mature timber along the back of the property.

**TRACT 2:** 13± acres along Hwy 3 with a nice pond, gentle topography and established Bermuda grass. Great potential building site.

**TRACT 3:** 3± acres along Hwy 3 with existing improvements. 1,334 square foot home built in 1928, metal shop building and small barn. Excellent starter home or foreman's house to keep together with the whole property.

**TRACT 4:** 16± acres along Hwy 3, excellent elevation and views of the farmland bottoms below as well as a small pond.

**TRACT 5:** 16± acres with 2 barns and an impressive view of the land below. This parcel is an outstanding potential building site.

**TRACT 6:** 19± acres that encompasses a dense tree line along Deep Rock Creek. Excellent potential building site with lots of character.

**TRACT 7:** 126± acres with a combination of tillable farmland, Bermuda pasture and mature hardwood with frontage along the North Canadian River.

**TRACT 8:** 100± acres with a combination of tillable farmland and impressive grove of 40± Native Pecan trees with frontage along the North Canadian River.

## TERMS AND CONDITIONS:

**PROCEDURE:** Tracts 1 through 8 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 only 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 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

**POSSESSION:** Possession of the land shall be at closing; subject to rights of current tenants which leases expire September 30, 2018.

**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:** Irene Sharp Farms, LLC

# LOCATION MAP



# LOCATION MAP



## INSPECTION DATES:

Friday, May 18 from 4-6pm

Thursday, May 31 from 4-6pm

Wednesday, June 13 from 12-2pm

Meet a Schrader Representative on Tract 6.



## ONLINE BIDDING AVAILABLE

You may bid online during the auction at [www.schraderauction.com](http://www.schraderauction.com). You must be registered One Week in Advance of the Auction to bid online. For online bidding information, call Schrader Auction Co. 800-451-2709.

**AUCTION LOCATION:** Gordon Cooper Technology Center, 1 John C. Bruton Drive, Shawnee, OK 74804. Take Exit 186 off of Interstate 40 and travel south on N Harrison Avenue. Travel on N Harrison Avenue (Hwy 18) for 0.5 mile and turn left onto E 45<sup>th</sup> Street. Travel on 45<sup>th</sup> Street for 0.3 mile and turn left on John C. Bruton Drive.

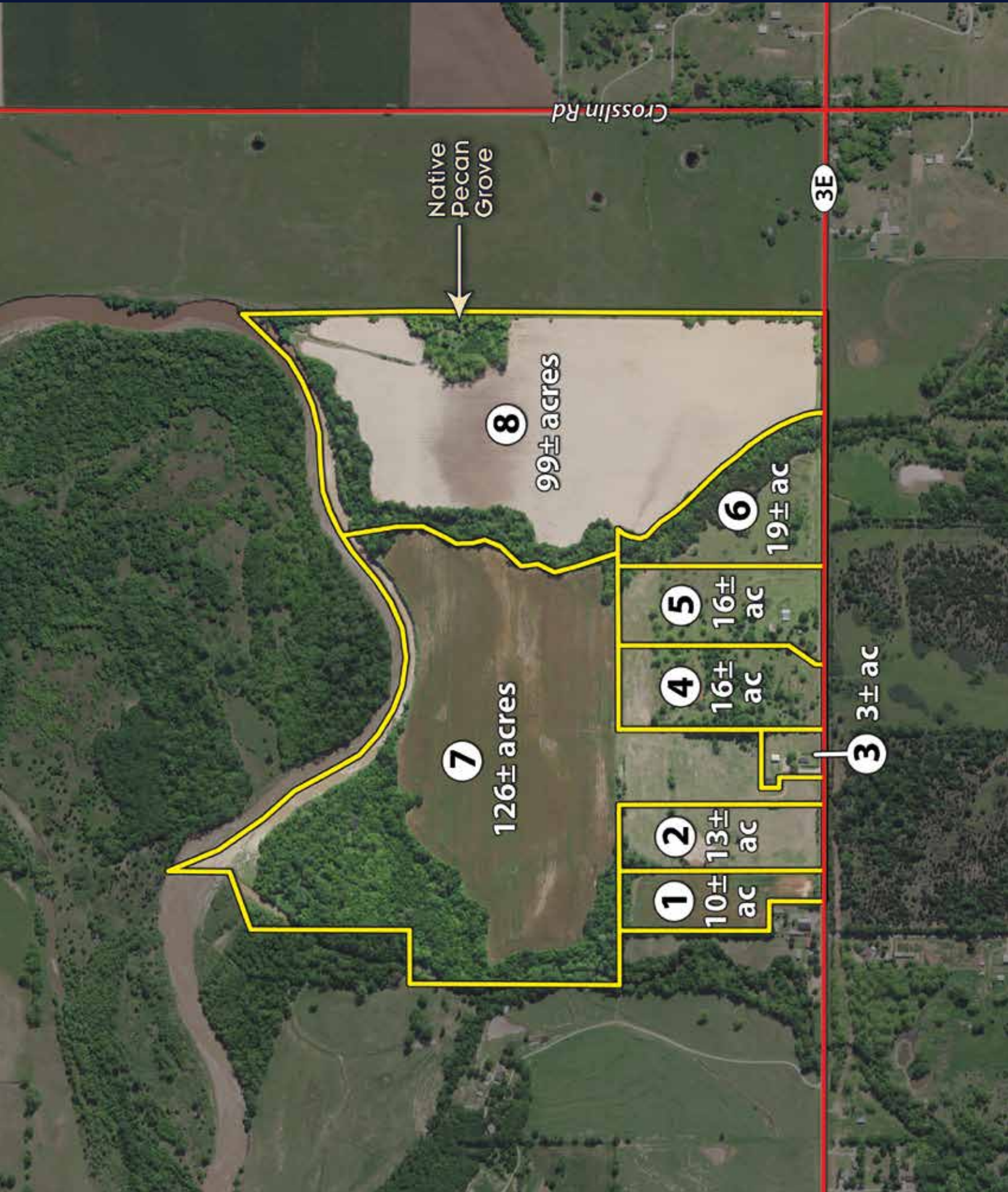
**DIRECTIONS TO PROPERTY:** Take Exit 186 off of Interstate 40 and travel south on N Harrison Avenue (Hwy 18) for 3.5 miles, then turn left onto Hwy 3E. Travel on Hwy 3E for 4 miles and property will begin on your left.

**PROPERTY ADDRESS:** 46204 Hwy 3, Shawnee, Oklahoma 74801

# TRACT MAP



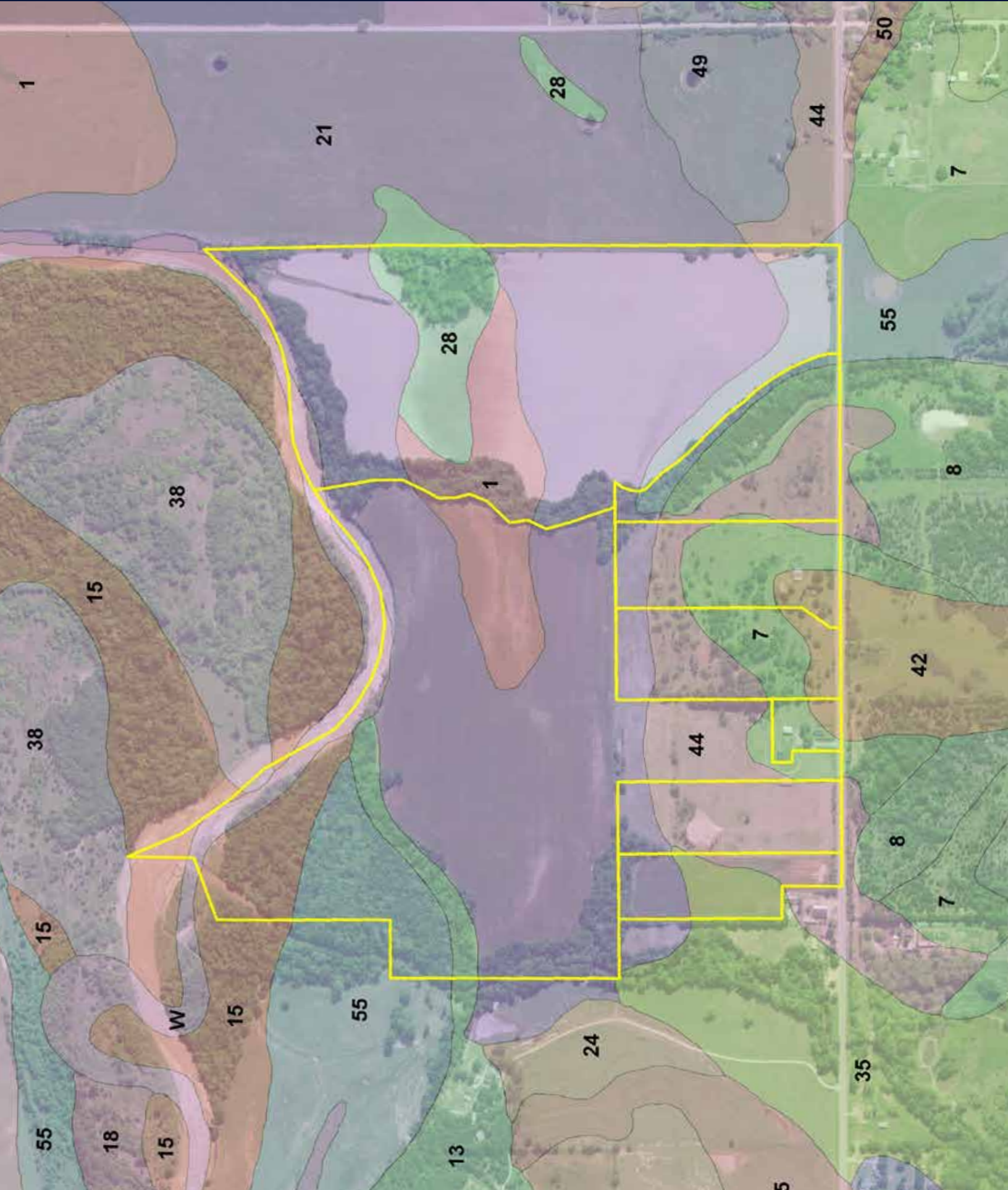
# TRACT MAP



# SOILS MAP



# SOILS MAP



# SOILS MAP

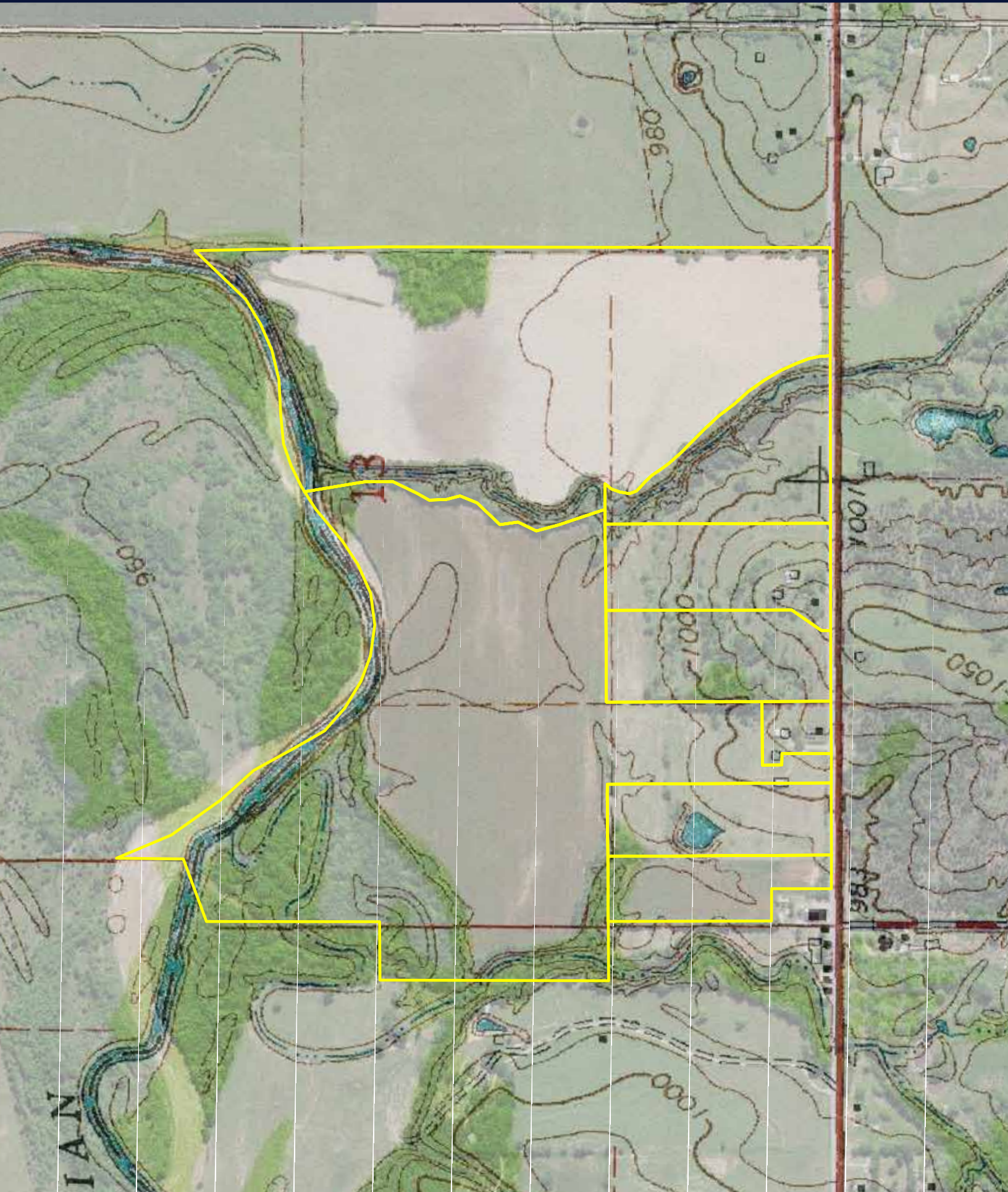
Area Symbol: OK125, Soil Area Version: 13														
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Caucasian bluestem	Grain sorghum	Improved bermudagrass	Soybeans	Wheat	Introduced bluestem	Peanuts	Cotton lint	Cantaloupe
21	Keokuk silt loam, 0 to 1 percent slopes, rarely flooded	147.79	49.3%		I	11	65	9	30	35	9	1800		
44	Teller fine sandy loam, 3 to 5 percent slopes	36.88	12.3%		IIle		35	5		25	5	51	12	
55	Yahola fine sandy loam, 0 to 1 percent slopes, occasionally flooded	23.82	7.9%		IIle	6	49	7		34	5	1505	383	227
1	Asher silty clay loam, 0 to 1 percent slopes, rarely flooded	21.24	7.1%		I	11	55	8	30	35	9			
7	Chickasha loam, 3 to 5 percent slopes	18.14	6.0%		IIle		34	5	1	20				
28	Lela silty clay, 0 to 1 percent slopes, occasionally flooded	13.05	4.4%		IVw	11	45	6	25	30	9			
15	Gaddy loamy fine sand, 0 to 1 percent slopes, occasionally flooded	10.72	3.6%		IIle		28	6		19				
8	Chickasha-Zaneis-Gullied land complex, 3 to 8 percent slopes	7.04	2.3%		VIe	5		2			4			
W	Water	6.38	2.1%		VIII									
42	Stephenville fine sandy loam, 3 to 5 percent slopes	5.49	1.8%		IIle	1	4	1		2	1			
13	Eufaula fine sand, 3 to 8 percent slopes	5.05	1.7%		IVe	3	20	4		15	2	900		
35	Pulaski fine sandy loam, 0 to 1 percent slopes, occasionally flooded	4.09	1.4%		IIe	7	48	7	2	30	5	1360	376	
38	Gaddy loamy fine sand, 0 to 1 percent slopes, occasionally flooded	0.31	0.1%		IIle	3	30	6		20	2	1300		
<b>Weighted Average</b>						<b>7.4</b>	<b>50.2</b>	<b>7.2</b>	<b>18.1</b>	<b>29.4</b>	<b>6.7</b>	<b>1047.5</b>	<b>37</b>	<b>18</b>





# TOPOGRAPHIC MAP

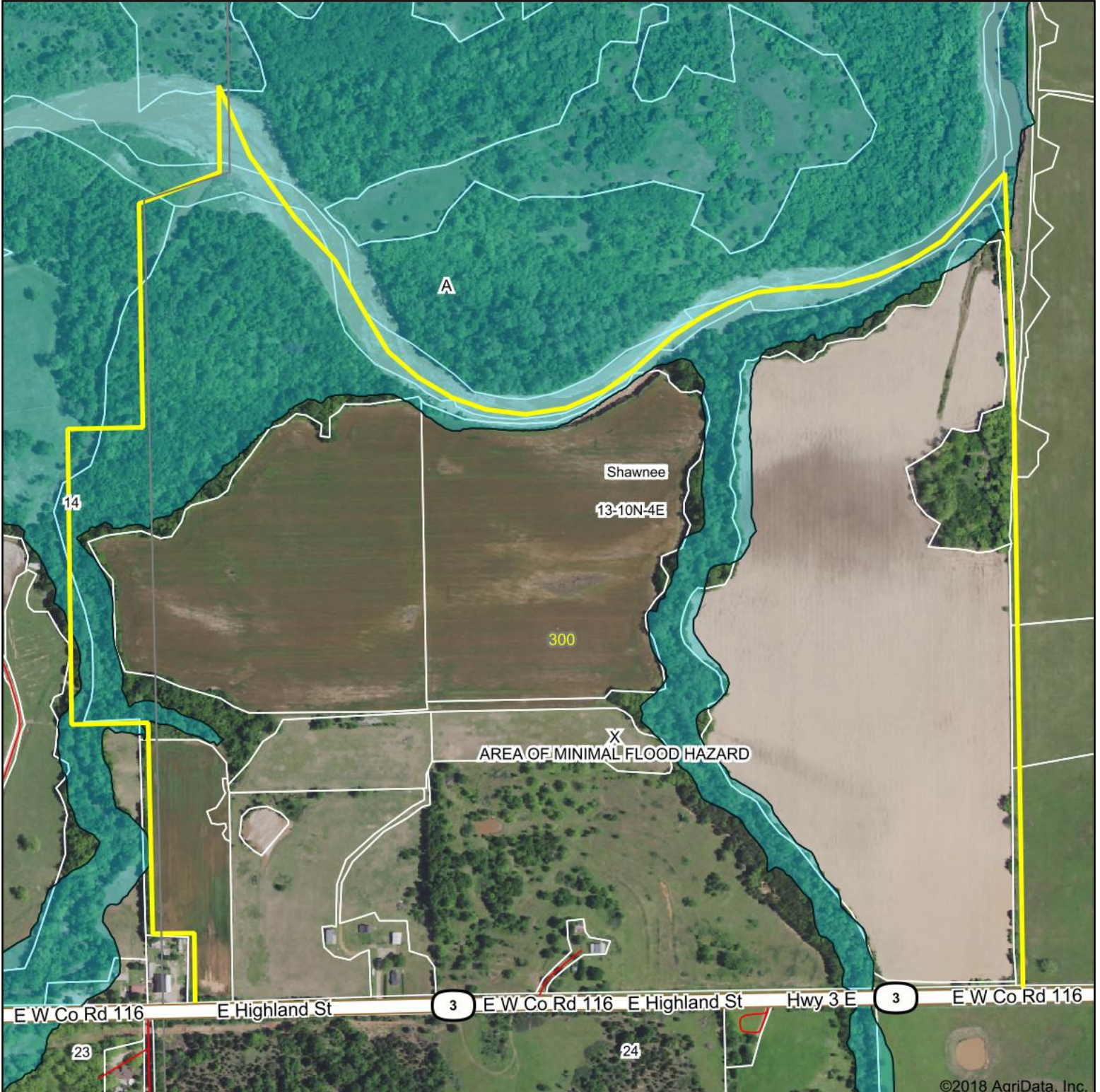
# TOPOGRAPHIC MAP



# FLOOD ZONE MAP



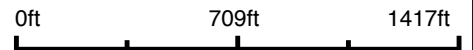
# FLOOD ZONE MAP



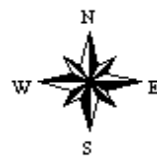
©2018 AgriData, Inc.



map center: 35° 20' 19.8, -96° 50' 10.11



**13-10N-4E**  
**Pottawatomie County**  
**Oklahoma**

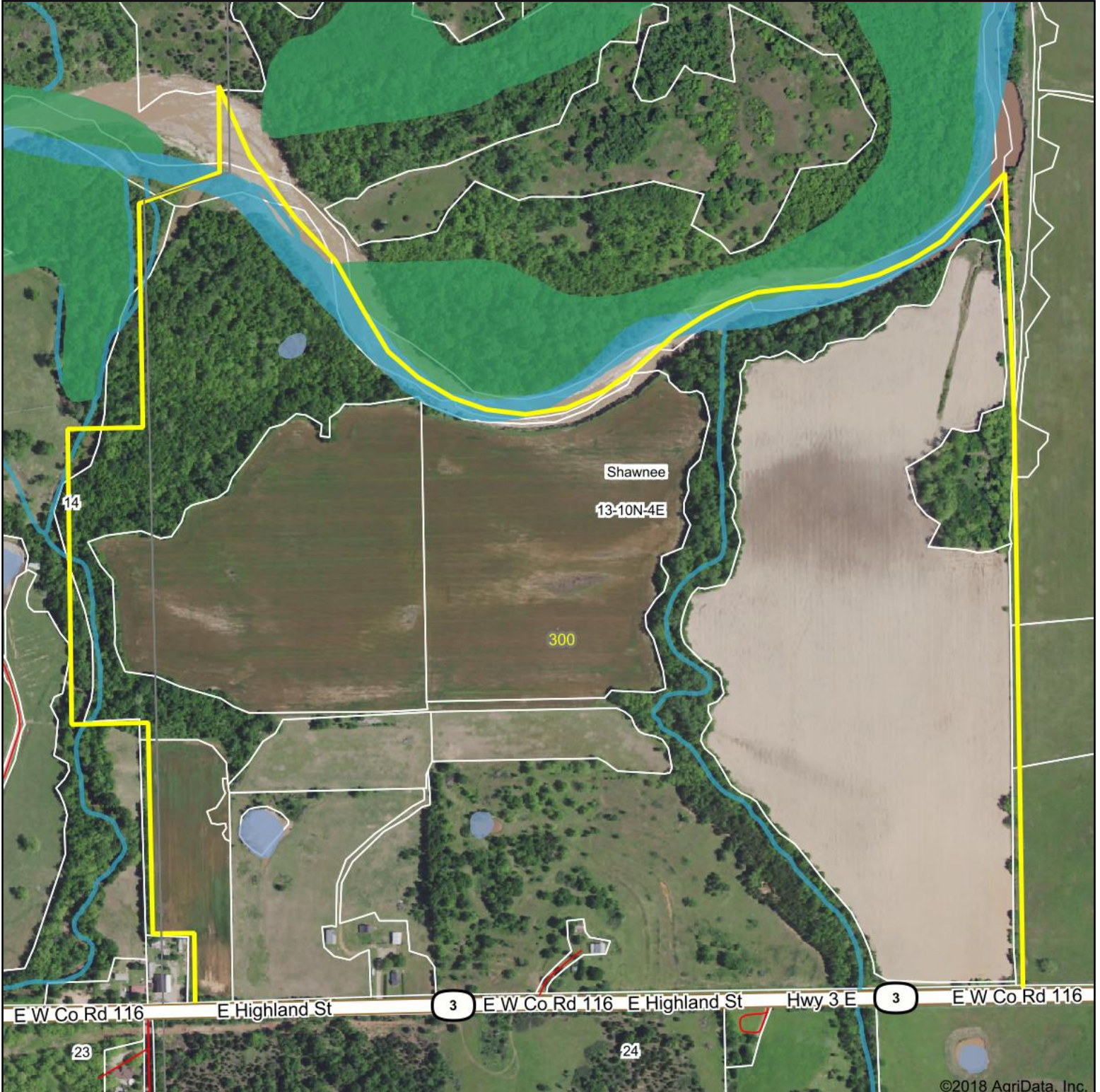


3/7/2018

# WETLANDS MAP

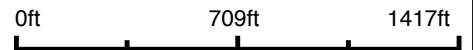


# WETLANDS MAP

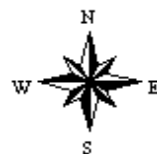


**SCHRADER**  
Real Estate and Auction Company, Inc.

map center: 35° 20' 19.8, -96° 50' 10.11



**13-10N-4E**  
**Pottawatomie County**  
**Oklahoma**



3/7/2018

Maps Provided By:  
**surety**  
CUSTOMIZED ONLINE MAPPING  
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# TAX STATEMENTS

# TAX STATEMENTS

Parcel: 0000-13-010-004-0-007-00  
As of: 5/15/2018

## Pottawatomie County Report

ID: 10834

### Property Owner

**Name:** IRENE SHARP FARMS LLC %  
ASSEST MANAGEMENT ADVISORS

**Mailing Address:** 6307 WATERFORD BLVD #200  
OKC, OK 73118

**Type:** (AI) Agri Improved

**Tax Dist:** (32-R) South Rock Creek

**Millage Rate:** 99.46

### Property Information

**Physical Address:** 46204 HWY 3

**Subdivision:** Rural (No Addition)

**S-T-R:** 13-010-04

**Size (Acres):** 143.000

**Extended Legal:** W1/2 SW & NE SW & LOT 3 R.B.

### Market and Assessed Values:

	Taxable Market Value	Full Assessed (12.00% Market Value)
<b>Land:</b>	60,132	7,216
<b>Building:</b>	34803	4176
<b>Total:</b>	<b>94,935</b>	<b>11,392</b>
<b>Homestead Credit:</b>		0
<b>Net Assessed:</b>		<b>11,392</b>

### Land:

Land Use	Size	Units
Native Pasture	15.00	AC
Native Pasture	3.00	AC
Crop	4.00	AC
Improved Pasture	4.00	AC
Crop	13.00	AC
Timber & Waste	3.00	AC
Improved Pasture	3.00	AC
Timber & Waste	9.00	AC
Crop	88.00	AC
Land	1.00	AC

### Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/2/2013	2013	280	Quit Claim	0.00	\$0	IRENE SHARP FARMS LLC		
7/10/2012	2012	10462	Quit Claim	0.00	\$0	J F BUCK ENERGY LLC		

# TAX STATEMENTS

Parcel: 0000-13-010-004-0-007-00  
As of: 5/15/2018

## Pottawatomie County Report

ID: 10834

### Details for Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition
Single Family	ONE	TRADITIONAL		4	1928	90	Poor

**Exterior Wall:** WOOD

**Heat / Cool:** F/W/Furn

**Plumbing:** Full: 1 Half: 0

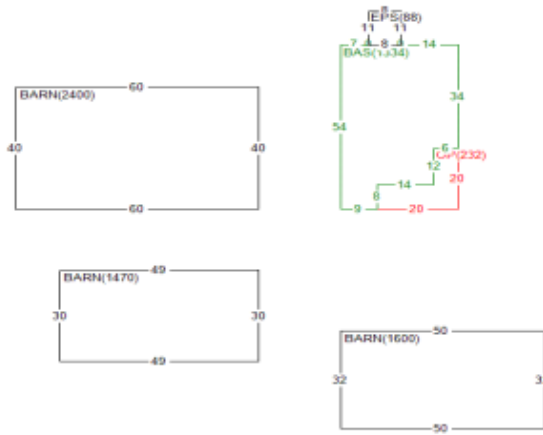
**Foundation:** Closed Piers

**Roof Cover:** Fiberglass Shingle

**Year Remodeled:** 0

**Fireplace:** Type: 1s Sgl. Qty: 1

**Roof Type:** Gable



### Base Structure:

Item	Label	Description	Area
1	OP	Porch, open	232
2	BAS	BAS	1334
3	EPS	EPS	88
4	BARN	BARN	5470

### Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
BARN 40X60		0x0x1			
BARN 30X49		0x0x1			
BARN 32X50		0x0x1			
EncPorch Cls D		11x8x88			



# TAX STATEMENTS

Parcel: 0000-13-010-004-0-007-00

Pottawatomie County Report

ID: 10834

As of: 5/15/2018

## Photos

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## Map:

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# TAX STATEMENTS

Parcel: 0000-13-010-004-0-005-00

## Pottawatomie County Report

ID: 10832

As of: 5/15/2018

### Property Owner

**Name:** IRENE SHARP FARMS LLC %  
ASSEST MANAGEMENT ADVISORS  
L

**Mailing Address:** 6307 WATERFORD BLVD #200  
OKC, OK 73118

**Type:** (AI) Agri Improved

**Tax Dist:** (32-R) South Rock Creek

**Millage Rate:** 99.46

### Property Information

**Physical Address:**

**Subdivision:** Rural (No Addition)

**S-T-R:** 13-010-04

**Size (Acres):** 150.610

**Extended Legal:** W1/2 SE & SE SW & LOT 2 R.B. LESS STRIP TO STATE

### Market and Assessed Values:

	Taxable Market Value	Full Assessed (12.00% Market Value)
<b>Land:</b>	53,467	6,416
<b>Building:</b>	4725	567
<b>Total:</b>	<b>58,192</b>	<b>6,983</b>
<b>Homestead Credit:</b>		0
<b>Net Assessed:</b>		<b>6,983</b>

### Land:

Land Use	Size	Units
Native Pasture	15.00	AC
Native Pasture	19.00	AC
Crop	8.00	AC
Timber & Waste	5.00	AC
Crop	10.00	AC
Native Pasture	7.00	AC
Crop	12.00	AC
Crop	74.61	AC

### Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/2/2013	2013	280	Quit Claim	0.00	\$0	IRENE SHARP FARMS LLC		
7/10/2012	2012	10462	Quit Claim	0.00	\$0	J F BUCK ENERGY LLC		

**Not a Legal Document.**  
Subject to terms and conditions.

[www.actDataScout.com](http://www.actDataScout.com)

# TAX STATEMENTS

Parcel: 0000-13-010-004-0-005-00  
As of: 5/15/2018

## Pottawatomie County Report

ID: 10832

### Details for Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition
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**Exterior Wall:**

Heat / Cool:

Plumbing: Half: 0

Foundation:

**Roof Cover:**

Year Remodeled:

Fireplace: N/A

Roof Type:



### Base Structure:

Item	Label	Description	Area
1	DRAW	DRAW	1500

### Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Gen. Purpose Barn		50x30x1500			
Gen. Purpose Barn		0x0x1			

# TAX STATEMENTS

Parcel: 0000-13-010-004-0-005-00

**Pottawatomie County Report**

ID: 10832

As of: 5/15/2018

## Photos

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## Map:

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# TAX STATEMENTS

Parcel: 0000-14-010-004-0-058-00

## Pottawatomie County Report

ID: 10899

As of: 5/15/2018

### Property Owner

**Name:** IRENE SHARP FARMS LLC %  
ASSET MANGEMENT LLC

**Mailing Address:** 6307 WATERFORD BLVD #200  
OKC, OK 73118

**Type:** (RV) Res. Vacant

**Tax Dist:** (32-R) South Rock Creek

**Millage Rate:** 99.46

### Property Information

**Physical Address:**

**Subdivision:** Rural (No Addition)

**S-T-R:** 14-010-04

**Size (Acres):** 10.000

**Extended Legal:** 32U E1/2 E1/2 NE SE

### Market and Assessed Values:

	Taxable Market Value	Full Assessed (12.00% Market Value)
<b>Land:</b>	3,245	389
<b>Building:</b>	0	0
<b>Total:</b>	<b>3,245</b>	<b>389</b>
<b>Homestead Credit:</b>		0
<b>Net Assessed:</b>		<b>389</b>

### Land:

Land Use	Size	Units
Crop	4.00	AC
Improved Pasture	2.00	AC
Timber & Waste	4.00	AC

### Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/2/2013	2013	280	Quit Claim	0.00	\$0	IRENE SHARP FARMS LLC		
7/10/2012	2012	10462	Quit Claim	0.00	\$0	J F BUCK ENERGY LLC		

# TAX STATEMENTS

Parcel: 0000-14-010-004-0-058-00

**Pottawatomie County Report**

ID: 10899

As of: 5/15/2018

**Map:**

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# TITLE COMMITMENT

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**FIDELITY NATIONAL  
TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

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Inquiries Should Be Directed To:

Vanessa Shadix  
(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

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

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Commitment No. 1803-0002-68

**SCHEDULE A**

1. Effective Date: March 2, 2018 at 7:30 A.M.-Tract 1  
April 2, 2018 at 7:30 A.M.-Tract 2
2. Policy or policies to be issued: AMOUNT
  - (a) ALTA OWNERS POLICY (6/17/2006) Purchase price  
Proposed Insured:  
  
Purchaser 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:  
  
Sharp Farms, L.L.C., an Oklahoma limited liability company
4. The land referred to in this Commitment is located in the County of Pottawatomie, State of Oklahoma and is described on Exhibit A attached hereto.

# TITLE COMMITMENT

## Exhibit A

### Tract 1

The west half of the southeast quarter and the southeast quarter of the southwest quarter and Lot 2 of Section 13, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma.

### Tract 2

The west half of the southwest quarter and northeast quarter of the southwest quarter and Lot 3 in Section 13, and of the east half of the east half of the northeast quarter of the southeast quarter of Section 14, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma.

LESS AND EXCEPT a tract of land lying in the southwest quarter of the southwest quarter of Section 13, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, and further described as beginning at the southwest corner of said southwest quarter of the southwest quarter;

Thence North  $00^{\circ}42'47''$  West along the west line of said southwest quarter of the southwest quarter for a distance of 338.00 feet;

Thence North  $89^{\circ}19'27''$  East for a distance of 184.52 feet;

Thence South  $00^{\circ}46'30''$  West for a distance of 338.10 feet to the south line of said southwest quarter of the southwest quarter;

Thence South  $89^{\circ}19'27''$  West along said south line for a distance of 175.74 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. 1803-0002-68

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 Sharp Farms, L.L.C., an Oklahoma limited liability company vesting fee simple title in Purchaser 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

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART I-Continued

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Commitment No. 1803-0002-68

6. With respect to Sharp Farms, 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.
  
7. J. F. Buck ("Mr. Buck") and E. B. Honnold (Ms. Honnold"), trustees under Revocable Trust Agreement, dated August 31, 1971 (the "Trust"), acquired title to Tract 2 by Warranty Deed, dated August 31, 1971, filed October 13, 1979, recorded in Book 404, page 52. Mr. Buck died on December 1, 1971. By Quit Claim Deed, dated July 29, 2005, filed August 3, 2005, recorded Instrument No. 200500011032 (the "2005 Deed"), Ms. Honnold, as trustee of the Revocable Trust Agreement, dated August 31, 1971, created by J. Frank Buck, also known as J. F. Buck, conveyed Tract 2 to Sharp Farms, L.L.C., an Oklahoma limited liability company.

**Requirement:**

Provide satisfactory evidence to establish that Ms. Honnold was the sole trustee of the Trust on July 29, 2005, the date of the 2005 Deed.

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 March 2, 2018, Tract 1 and April 2, 2018, Tract 2.

# 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. 1803-0002-68

- 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 2018, 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

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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### SCHEDULE B – PART II-Continued

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Commitment No. 1803-0002-68

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 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.
11. With respect to North Canadian River:
  - (i) change in its course, or channels thereof, in any manner, affecting title to the Land;
  - (ii) rights of others in and to the continued uninterrupted flow of the waters; and
  - (iii) riparian rights.
12. Easement in favor of the State of Oklahoma, executed by Sarah M. Marler, recorded in Book 61, page 536.
13. Easement in favor of the State of Oklahoma, executed by C. C. Logan, recorded in Book 61, page 536.
14. Right of Way Agreement recorded in Book 68, page 451.
15. Dedication Deed-Public Highway in favor of the State of Oklahoma recorded in Book 330, page 437.
16. Warranty Deed in favor of the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma recorded in Book 616, page 484.

Continued on next page



# 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. 1803-0002-68

17. Warranty Deed in favor of the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma recorded in Book 616, page 486.
18. Easement in favor of Southwestern Bell Telephone Company recorded in Book 618, page 444.

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

By:   
Eric R. Offen  
ODI License No. 51077

# 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:

*[Handwritten Signature]*

ATTEST

President

*[Handwritten Signature]*

Secretary

Countersigned:

*[Handwritten 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/>>.*

**RECORDED  
EXCEPTIONS /  
DOCUMENTS**



# RECORDED EXCEPTIONS / DOCUMENTS

But #1 2

EASEMENT--- Filed for record July 20, 1926 at 8:00 A.M. and recorded in Book 61 Misc., Pages 536-7.

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KNOW ALL MEN BY THESE PRESENTS: That Sarah M. Marler, a single person and-- of Pott County, State of Oklahoma, for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, paid by the State of Oklahoma, the receipt of which is hereby acknowledged, has this day, granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across including all damages and building of fences over and under the following described lots or parcels of land, lying and being situated in Pottawatomie County, Oklahoma, to-wit:

(1) a strip, piece or parcel of land lying in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 13, T 10 N, R 4 E, in Pottawatomie County, Oklahoma. Said parcel of land being a right-of-way for Oklahoma Federal Aid Project No. 241. Said parcel of land being further described by metes and bounds as follows:

Beginning at the SW corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$ , thence North along the West line of said SE $\frac{1}{4}$  SW $\frac{1}{4}$ , a distance of 50.5 feet, thence S 89° 57' E, a distance of 490.0 feet, thence S 89° 37' E, a distance of 2141 feet, to a point on the East line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , thence south along said East line a distance of 43.2 feet to the South line of said Section 13, thence West along said south line a distance of 2631 feet to point of beginning. Containing 9.91 acres, more or less, in addition to present right-of-way. //

Said grantor hereby covenant and warrant that at the time of the delivery of these presents she is the owner of the before described premises in fee simple; that the same are

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# RECORDED EXCEPTIONS / DOCUMENTS

free and clear of all liens and claims whatsoever and that she will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors, and employees to go upon, construct, build and at all times maintain a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

If for any reason the State of Oklahoma, its officers, agents, and employees should abandon the above described tract of land for road purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantor herein named has hereunto set her hand and seal this the 14 day of July, 1926.

Sarah F. Marler.

Acknowledgment: Dated July 14, 1926, before Joe S. Ellis, Notary Public, Pott. Co., Okla., SEAL, Com. Exp. Aug. 12, 1929.

BK 61  
PA 536

536

EASEMENT

KNOW ALL MEN BY THESE PRESENTS; THAT C. C. Logan, a single person and of Seminole County, State of Oklahoma, for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, paid by the State of Oklahoma, the receipt of which is hereby acknowledged has this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Pottawatomie County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 13, T 10, N, 4 E, in Pottawatomie County, Oklahoma, said parcel of land being a right-of-way for Oklahoma Federal Aid Project No. 241, said parcel of land being further described by notes and bounds as follows:

Beginning at the SW corner of Section 13, thence North along the West line of said Section a distance of 47.5 feet, thence S 89° 57' E, a distance of 1304.5 feet, to a point on the East line of said SW $\frac{1}{4}$  SW $\frac{1}{4}$  thence south along said East line a distance of 50.5 feet, to a point on the South line of said Section 13, thence west along said south line a distance of 1304.5 feet to point of beginning. Containing 0.48 acres, more or less, in addition to present right-of-way.

Said grantor hereby covenant and warrant that at the time of the delivery of these presents he is the owner of the before described premises in fee simple; that the same are free and clear of all liens and claims whatsoever and that he will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors, and employees to go upon, construct, build and at all times maintain a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

If for any reason the State of Oklahoma, its officers, agents, and employees should abandon the above described tract of land for road purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantor herein named has hereunto set his hand and seal this the 14 day of July 1926.

C. C. Logan

State of Oklahoma, }  
County of Seminole } SS.

Before me, the undersigned, Notary Public in and for the State and County aforesaid on this 14 day of July, 1926, personally appeared C. C. Logan and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Hugh Basham  
Notary Public.

My Commission expires 9/22, 1927. (SEAL)

Filed for record on the 20 day of July 1926, at 8 o'clock A. M.  
G. E. FERTIGREW, County Clerk By S. R. Grimes, Deputy.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS; That Sarah M. Maxler, a single person and -- of Pott County, State of Oklahoma, for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, paid by the State of Oklahoma, the receipt of which is hereby acknowledged, has this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Pottawatomie County, Oklahoma, to-wit:

A strip piece or parcel of land lying in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 13, T 10 N, R 4 E, in Pottawatomie County, Oklahoma. Said parcel of land being a right-of-way for Oklahoma Federal Aid Project No. 241. Said parcel of land being further described by notes and bounds as follows:

Beginning at the SW corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$ , thence North along the West line of said SE $\frac{1}{4}$  SW $\frac{1}{4}$ , a distance of 50.5 feet, thence S 89° 57' E, a distance of 490.0 feet, thence S 89° 37' E, a distance of 2141 feet, to a point on the East line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , thence south along said East line a distance of 42.2 feet to the South line of said Section 13, thence West along said south line a distance of 2621 feet to point of beginning. Containing 0.91 acres, more or less, in addition to present right-of-way.

Said grantor hereby covenant and warrant that at the time of the delivery of these presents she is the owner of the before described premises in fee simple; that the same are free and clear of all liens and claims whatsoever and that she will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors, and employees to go upon, construct, build and at all times maintain a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

If for any reason the State of Oklahoma, its officers, agents, and employees should abandon the above described tract of land for road purposes, this easement is null and void.

# RECORDED EXCEPTIONS / DOCUMENTS

B/E 14

RIGHT-OF-WAY AGREEMENT--- Filed for record Nov. 27, 1926 at 1:00 P.M. and recorded in Book 68 Misc., Page 451.

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THE STATE OF OKLAHOMA, County of Pottawatomie,

KNOW ALL MEN BY THESE PRESENTS: THAT FOR AND IN CONSIDERATION of Twenty-six & no/100 Dollars to her paid, the receipt of which is hereby acknowledged, Sarah F. Marler & G. L. Marler her husband, do hereby grant and convey to MAGNOLIA PETROLEUM COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, having a permit to do business in the State of Oklahoma, its successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines for the transportation of oil, gas, water, or any other fluid or substance, and erect maintain and operate in connection therewith a telegraph line and a telephone line if the same be found necessary, over and through the lands; described herein, to-wit:

Said lands lying within Pottawatomie County, Oklahoma, and described as follows:

104 Rods out of the  $W\frac{1}{2}$   $SE\frac{1}{4}$  &  $SE\frac{1}{4}$   $SW\frac{1}{4}$  Section 13, Township 10 N Range 4 East

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Petroleum Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of



# RECORDED EXCEPTIONS / DOCUMENTS

such at will, in whole or in part. The said Grantor to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Petroleum Company who hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining and operating of said pipe, telegraph and telephone lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, her heirs or assigns; one by Magnolia Petroleum Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time; Twenty-five Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a succiffient depth so as not to interfere with cultivation of soil.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness our hands this 10th day of November, 1926.

Sarah F. Marler,  
G. L. Marler,

Signed and delivered in the presence of the undersigned witnesses:  
Witnesses: Alex Chitwood.

Acknowledgment: Dated Nov. 13, 1926, before J. E. Douglas, Notary Public, Pott. Co., Okla., SEAL, Com. Exp. Feb. 27, 1927. 99

# RECORDED EXCEPTIONS / DOCUMENTS

Blk # 15

RECORDS DEPARTMENT OF PUBLIC SAFETY

db

FORM 8005

**INSTRUMENT:** DEDICATION DEED - PUBLIC HIGHWAY

**FROM:** J. F. DAY, a single man

**TO:** STATE OF OKLAHOMA

**DATED:** Jan. 5, 1951.

**FILED:** January 19, 1951 at 1 P. M.

**RECORDED:** Book 330 Miscel., Page 437.

**CONSIDERATION:** \$1.00

**GRANTING WORDS:** "...do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma the following described lots or parcels of land for the purpose of establishing thereon a public highway..."

### DESCRIPTION

all of the following described real property situate in Pottawatomie County, State of Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 13, T. 10 N. R 4 E. in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the present North right-of-way line of US Highway No. 270, a distance of 488 feet East of the point where said right-of-way line intersects the West line of said SW $\frac{1}{4}$  SE $\frac{1}{4}$ , thence S 89 $^{\circ}$ 37' E along said right-of-way line a distance of 170 feet, thence N 0 $^{\circ}$  23' E a distance of 60 feet, thence N 89 $^{\circ}$ 37' W a distance of 170 feet, thence S 0 $^{\circ}$ 23' W a distance of 60 feet to point of beginning. Containing 0.23 acres, more or less,

(SIGNED AND ACKNOWLEDGED)

# RECORDED EXCEPTIONS / DOCUMENTS

Blk #16

## WARRANTY DEED

RS-6327(111)  
Parcel No. 23

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

\_\_\_\_\_ part y \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS (\$ 775.00 ) do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of Land lying in the W<sub>1</sub> SE<sub>4</sub> of Section 13, T 10 N, R 4 E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said W<sub>1</sub> SE<sub>4</sub>, thence North along the East line of said W<sub>1</sub> SE<sub>4</sub> a distance of 52.03 feet, thence S 89°37'32" W a distance of 153.59 feet, thence N 87°31'52" W a distance of 504.00 feet, thence South a distance of 79.53 feet to a point on the South line of said W<sub>1</sub> SE<sub>4</sub>, thence East along said South line a distance of 657.20 feet to point of beginning.

Containing 0.30 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

NOTARIAL PUBLIC  
STATE OF OKLAHOMA  
COUNTY OF POTTAWATOMIE  
I, \_\_\_\_\_, Notary Public in and for the State of Oklahoma, do hereby certify that \_\_\_\_\_ is the true and correct copy of the original of the foregoing instrument as the same appears from the records of my office.  
WITNESS my hand and the seal of my office this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint \_\_\_\_\_ of J. F. Buck Trust<sup>54</sup> as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 11th day of September, 1978  
\_\_\_\_\_

# RECORDED EXCEPTIONS / DOCUMENTS

State of Oklahoma )  
County of Pottawatomie ) ss.

BOOK 616 PAGE 485

Before me, a Notary Public in and for said county and state, on this 11th day of September, 1978, personally appeared E. B. Honnold, Trustee of J. F. Buck Trust

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

*Clemmie McDodale*  
Notary Public  
Clemmie McDodale

My Commission expires: October 30, 1979

Individual Acknowledgment

State of Oklahoma )  
County of ) ss.

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: \_\_\_\_\_

Individual Acknowledgment

State of Oklahoma )  
County of ) ss.

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: \_\_\_\_\_

Corporation Acknowledgment

13-10-7

*H. L. ...*  
ANTOR-IND  
ANTIE-IND  
COUNTY

of Oklahoma )  
County ) ss.  
Instrument was filed for  
d on the \_\_\_\_\_ 19\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
recorded in Book \_\_\_\_\_  
Page \_\_\_\_\_ Fees, \$ \_\_\_\_\_

County Clerk  
Deputy

Return to  
Department of Transportation  
-of-Way Division  
221st Street  
Oklahoma City, Oklahoma 73105



# RECORDED EXCEPTIONS / DOCUMENTS

BE #17  
BE 614  
Pg 486

WARRANTY DEED

RS-6327(111)  
Parcel No. 22

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

\_\_\_\_\_ part \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS (\$ 42,000 ) do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in the SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Section 13, T 10 N, R 4 E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follow:

Beginning at the point where the present North right-of-way line of State Highway No. 3 intersects the West line of said SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, a distance of 49.47 feet North of the SW corner of said SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, thence East along said right-of-way line a distance of 376.57 feet, thence N 82°21'44"E a distance of 201.83 feet, thence S 76°20'18"W a distance of 103.08 feet, thence South, a distance of 49.42 feet to a point on the South line of said SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, thence West along said South line a distance of 676.51 feet to the SW corner of said SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, thence North along the West line of said SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> a distance of 49.47 feet to point of beginning.

Containing 0.09 acres, more or less, of new right-of-way, the remainings are included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

*Handwritten notes:*  
1978  
10 21

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

The undersigned Grantor(s) hereby designates and appoint \_\_\_\_\_ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 11th day of September, 19 78

*Handwritten signature:* J. F. Buck Trust  
\_\_\_\_\_  
J. F. BUCK TRUST

# RECORDED EXCEPTIONS / DOCUMENTS

State of Oklahoma )  
 Pottawatomie ) ss.  
 County of \_\_\_\_\_ )

BOOK 616 PAGE 487

Before me, a Notary Public in and for said county and state, on this 11th day of September, 1979, E. B. Honold, Trustee of J. E. Gregory Trust and \_\_\_\_\_

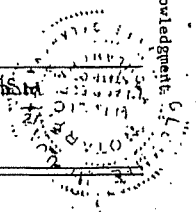
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

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

Oct. 30, 1979

Notary Public  
 Cloniffe McDougal

My Commission expires: \_\_\_\_\_



State of Oklahoma )  
 \_\_\_\_\_ ) ss.  
 County of \_\_\_\_\_ )

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: \_\_\_\_\_

State of Oklahoma )  
 \_\_\_\_\_ ) ss.  
 County of \_\_\_\_\_ )

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: \_\_\_\_\_

13-10-79

ID \_\_\_\_\_  
 CR-IND \_\_\_\_\_  
 R-IND \_\_\_\_\_  
 \_\_\_\_\_ )  
 of Oklahoma ) ss.  
 County of 5 )  
 Instrument was filed for  
 on the \_\_\_\_\_ day of \_\_\_\_\_  
 19\_\_\_\_ at \_\_\_\_\_  
 o'clock \_\_\_\_\_ M.,  
 recorded in Book \_\_\_\_\_  
 & Fees, \$ \_\_\_\_\_  
 \_\_\_\_\_  
 County Clerk  
 Deputy \_\_\_\_\_

Return to  
 Department of Transportation  
 Highway Division  
 21st Street  
 Oklahoma City, Oklahoma 73105

*JFK*

032

# RECORDED EXCEPTIONS / DOCUMENTS

Blk #18

16535  
\$ 960.00 BOOK 618 PAGE 444

Parcel #13  
- ER 19301 FORM C-1161  
CFS 78-118 (4-72)

Received of SOUTHWESTERN BELL TELEPHONE COMPANY, a Corporation of the State of Missouri

Nine Hundred Sixty and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in SW/4 and W/2 SE/4 Section 13, Township 10 North, Range 4 East I.M.  
except a tract in the Southwest Corner thereof.

of \_\_\_\_\_ County of Pottawatomie and State of Oklahoma, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within eight feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The \_\_\_\_\_ north

boundary of said one rod strip shall be a line parallel to and \_\_\_\_\_ 5 feet north of the first cable or conduit laid, which shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for \_\_\_\_\_ herself \_\_\_\_\_ her \_\_\_\_\_ heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The wires, conduit or cable laid under this grant shall be laid upon a route selected by the grantee, its successors or assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and the grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 23rd day of October, 1978, at \_\_\_\_\_

Witness: FILE NO. \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:  
FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON  
October 31, 1978  
GEORGIA BELLE ADSTIN, County Clerk  
BY: \_\_\_\_\_ DEPUTY

E. B. Honnold (Trustee)  
E. B. Honnold, Trustee of the  
J. Frank Buck Trust

(Land Owner)

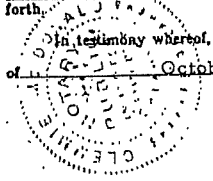
5.4 Bell Tel. Co. v. W. J. Bell & Shanna

STATE OF OKLAHOMA, }  
County of Pottawatomie } ss:

Before me, \_\_\_\_\_ the undersigned, \_\_\_\_\_ a Notary Public in and for said State, on this 23rd day of October, 1978, personally appeared E. B. Honnold, Trustee of the J. Frank Buck Trust

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 23rd day of October, 1978



Clemmie McDonald, Notary Public

My commission expires October 30, 1979.

# PROPERTY PHOTOS



**TRACT 1**



**TRACT 2**





**TRACT 2**



**TRACT 2**





**TRACT 3**

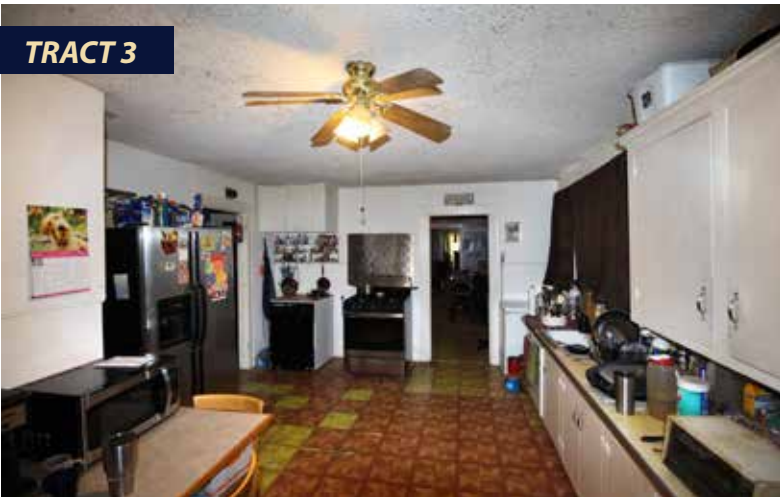


**TRACT 3**





**TRACT 3**



**TRACT 3**



**TRACT 3**



**TRACT 3**



**TRACT 3**





**TRACT 4**



**TRACT 5**





**TRACT 5**



**TRACT 5**





**TRACT 6**



**TRACT 6**





**TRACT 7**



**TRACT 7**





**TRACT 7**



**TRACT 7**





**TRACT 7**



**TRACT 7**





**TRACT 8**



**TRACT 8**





**TRACT 8**



**TRACT 8**





**NORTHEAST CORNER**



**NORTHWEST CORNER**





**SOUTHEAST CORNER**



**SOUTHWEST CORNER**





**TRACTS 1, 2, 3 & 7**



**TRACTS 1, 2, 3, 4, 5 & 7**





**NORTHEAST CORNER OF TRACT 7**



**WEST SIDE OF TRACT 8**







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

950 North Liberty Drive, Columbia City, IN 46725  
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