

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exceptions, as  
provided by the title company)**

*Preliminary title insurance schedules prepared by:*

**Oklahoma Closing & Title Services, Inc.**

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**Tract 14  
(Payne County, Oklahoma)**

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*For June 9, 2021 auction to be conducted by:*

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

*On behalf of:*

**Lane Homes, LLC**

American Eagle Title Insurance Company

**SCHEDULE A**

1. Commitment Date: May 12, 2021 at 07:00 AM
2. Policy to be issued:
  - (a) ALTA Owner Policy (6-17-06)  
Proposed Insured: TBD  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
LANE HOMES, LLC
5. The Land is described as follows:  
A tract of land in the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Fourteen (14), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows: Beginning at a point 366.5 feet South of the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 14; Thence South 50 feet; Thence East 315 feet, more or less, to the centerline of West Branch of Boomer Creek, Thence North along the Center line of said Creek to a point 366.5 feet South of the North line of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of said Section 14; Thence West 315 feet more or less to the point of beginning.

**American Eagle Title Insurance Company**



By: \_\_\_\_\_  
**Oklahoma Closing & Title Services, Inc., Angela J.  
Whitehead #87109**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## American Eagle Title Insurance Company

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents.
7. Furnish an appropriate Underwriters form of Borrower/Seller Affidavit signed and acknowledged by both the Buyers and the Sellers and initialed in all required places.
8. Secure an accurate plat of survey by a registered land surveyor showing all easements, fences, setback lines, and encroachments, if any.
9. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer or borrower (if refinance) of said property to insure nothing adverse has been filed of record.
10. Obtain final abstracting or a final title report for issuance of policy.
11. Obtain and furnish a letter from the City of Stillwater stating that there are no unpaid assessments due or delinquent.
12. Obtain prior to closing the Operating Agreement creating the LANE HOMES, L.L.C.; setting out which Manager is authorized to sign on behalf of said L.L.C.; and provide documentation from the Secretary of State that L.L.C. is in good standing.
13. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Limited liability companies must convey property and conduct business through a manager, who may or may not be a member, as revealed by the Articles on file with the Secretary of State, and the operating agreement, together with all amendments thereto.
14. If mortgage will be made then an exception of said mortgage will be made on the Owner's Title Policy.
15. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.

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**SCHEDULE B**  
(Continued)**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. 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.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. 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.
8. Ad-Valorem taxes for 2021 and subsequent years, the amount of which is not ascertainable, due or payable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Easements and future assessments, if any, created or evidenced by Order creating Conservancy District No. 16 filed July 29, 1958 in Book 134 Misc., Page 379 as amended on December 21, 1962 filed March 21, 1963 Book 152 Misc. Page 483, shown at page 71 of abstract.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE B**  
(Continued)

11. Drainage Easement in favor of the City of Stillwater, Oklahoma recorded on February 3, 1978 in Book 369, Page 173, located at page 110 of abstract. Corrected and refiled on February 10, 1978 in Book 370, Page 120, located at page 112 of abstract.
12. This Company does not guarantee changes in the boundaries or area of the subject property caused by the forces of erosion, accretion or avulsion as affected by Boomer Creek.

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IN THE DISTRICT COURT OF PAYNE COUNTY, STATE OF OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16  
IN PAYNE AND NOBLE COUNTIES,  
OKLAHOMA

NO. 18,279  
FILED: JUN 30, 1958

DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 30th day of June, 1958, pursuant to assignment, before the Honorable R. L. Hert, Judge of the District Court of Payne County, Oklahoma, said cause having heretofore been assigned to the District Court of Payne County, Oklahoma, by the Supreme Court of the State of Oklahoma, on the 7th day of April, 1958, in Cause No. 38,223. Said Supreme Court having ordered that the District Court of Payne County is most conveniently near the center or middle of said District and can conveniently hear and determine said Petition with greatest convenience to the people within said proposed district; this matter coming on to be heard upon the Petition and proper notices praying for a conservancy district co-extensive with the drainage area of Stillwater Creek. Said Stillwater Creek arising and beginning in Noble County and flowing across Payne County, Oklahoma, and that the said Stillwater Creek is a tributary of the Cimarron River in Oklahoma.

IT APPEARING TO THE COURT that a sufficient number of landowners in said proposed district have signed a Petition herein, and it further appearing to the Court that the City of Stillwater, Payne County, Oklahoma, a city of the first class, has signed said Petition and a resolution authorizing and directing the City of Stillwater to participate in said conservancy district, and from the evidence submitted herein, and the witnesses sworn and examined in open Court, the Court FINDS that said Petition of the landowners of the City of Stillwater are sufficient to grant this Court jurisdiction.

IT FURTHER APPEARING that statutory notice of this hearing has been given by publication in two (2) newspapers of general circulation in each county affected by the proposed conservancy district of the

pendency of this action, more than thirty (30) days prior to the date hereof. Said notices having been published in the Stillwater Gazette and the Perkins Journal in Payne County, Oklahoma, and in the Perry Daily Journal and the Billings News in Noble County, Oklahoma, as shown by the proofs and affidavits of publication on file herein. Therefore, said notice of this hearing is hereby approved and ordered sufficient for jurisdiction and determination of the issues as presented in said Petition.

THE COURT FINDS that no objections have been filed and none heard in said cause protesting the formation of such conservancy district, and the Court calls three (3) times in open court for persons to state their objections as to why such district should not be organized and incorporated, and there being no objections, either written or oral, the COURT FINDS all issues presented in said Petition in favor of said Petitioners, and hereby orders that the corporate name of said district shall be CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, which comprises the drainage area of Stillwater Creek in said counties, more specifically described hereafter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, should be, and is hereby, ordered to be a legal entity, a body corporate, and vested with all the powers, authorities, duties and responsibilities as contemplated and set forth in Title 82, Oklahoma Statutes Annotated, Section 541 and 545, it being found by this Court that the conditions stated in Title 82, Oklahoma Statutes Annotated, Section 541, is found to exist in the drainage area of Stillwater Creek, which comprises the land hereinafter described, said corporation to have perpetual existence with all the powers of a corporation, with the power to sue and be sued to the same extent as an individual in like cases, to incur debts, liabilities and obligations; to exercise the right of eminent domain and of assessment and taxation as provided by the laws of the State of Oklahoma; to issue bonds and to do and perform all acts necessary and proper for the carrying out of the purposes for which said district was created and for executing the power with which it is vested.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the district shall be composed of the drainage area of Stillwater Creek arising in Noble County, Oklahoma, and flowing across Payne County, Oklahoma, and that the lands composed in said district shall consist of the City of Stillwater, Payne County, Oklahoma, and the bottom land affected in the following described property, to-wit:

NOBLE COUNTY, OKLAHOMA

(Lands in Noble County omitted herein.)

PAYNE COUNTY, OKLAHOMA

- Township 19 North, Range 1 West - N/2 of Section 3; W/2 and the SE/4 of Section 4; Section 5; NE/4 of Section 6; E/2 of Section 8; Section 9; S/2 Section 10; Section 11; N/2 of Section 15;
- Township 19 North, Range 1 East - W/2 of Section 1; N/2 and the SE/4 of Section 2; SE/4 of Section 10; N/2 and the SW/4 of Section 11; Section 12; Section 13; N/2 and the SW/4 of Section 14; Section 23; NW/4 of Section 24;
- Township 20 North, Range 2 East - Lots 1, 2, 3, 4, 5 and 6, Section 32, Section 26; Section 35;
- Township 19 North, Range 2 East - E/2 of Section 5; Section 7; SE/4 of Section 8; Section 9; NE/4 of Section 11; Section 13; Section 14; Section 16; Section 17; Section 18; NE/4 of Section 19; Section 20; Section 21; Section 22; Section 23; Section 24;



Section 25; Section 26; Section 27;  
N/2 of the NE/4 of Section 28;  
Section 29;

Township 20 North, Range 3 East - Lots 4, 5, 6, 7, 8, 9 and 10  
Section 31;

Township 19 North, Range 3 East - Section 2; E/2 of the NE/4 and the  
SE/4 of Section 5; Section 6; Section  
7; E/2 of Section 8; E/2 of Section  
11; SW/4 of Section 13; E/2 of Section  
14; Section 17; the E/2 of Section 18;  
Section 20; W/2 of Section 24; W/2 of  
Section 25; W/2 and the SE/4 of Section  
29; Section 30; SE/4 of Section 31;  
Section 32; Section 33; Section 34;  
Section 36;

Township 18 North, Range 3 East - Section 1; Section 2; Section 3; N/2  
of Section 4; SE/4 of Section 10;  
Section 11; W/2 of Section 12; E/2  
and the NW/4 of Section 13; NE/4 of  
Section 14;

Township 18 North, Range 4 East - Section 18; N/2 of Section 19.

IT IS FURTHER ORDERED that the principal place of business shall  
be 201 West Ninth Street, Stillwater, Oklahoma, and that the official  
records and files of said district shall be kept in said office.

IT IS FURTHER ORDERED that the Clerk of this Court shall transmit  
to the Secretary of State of the State of Oklahoma, and the County Clerk  
of Payne County and Noble County, Oklahoma, copies of these findings and  
this Decree of Incorporation, and that the County Clerk of each county

and the Secretary of the State of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Decree.

R. L. Hert  
R. L. HERT, JUDGE OF THE DISTRICT  
COURT OF PAYNE COUNTY, OKLAHOMA

Approved as to form:

SWANK & SWANK  
BY Chilton Swank

ATTORNEYS FOR PETITIONERS

A certified copy of the foregoing was filed in office of County Clerk, July 29, 1958,  
at 8:35 A.M., and recorded Book 134 Misc. page 379.

NO. 18,279  
FILED: Jun 30, 1958

APPOINTMENT OF DIRECTORS

This Court hereby appoints the following persons as the Board of Directors of "Conservancy District No. 16 in Payne and Noble Counties, State of Oklahoma":

NOBLE COUNTY

John P. Palovik  
Name

RFD #3, Perry, Oklahoma  
Address

PAYNE COUNTY

Allen Dean  
Name  
Ervin Schroeder, Civil Engineer  
Name

Route 3, Stillwater, Oklahoma  
Address  
138 South Monticello Drive  
Stillwater, Oklahoma  
Address

(Balance omitted.)

FILED FOR RECORD: BOOK 152 Misc PAGE 483  
IN THE DISTRICT COURT OF PAYNE COUNTY,  
STATE OF OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16 )  
IN PAYNE AND NOBLE COUNTIES, OKLAHOMA ) No. 18,279

965-441

FILED  
COURT CLERK  
PAYNE COUNTY, OKLA.  
1962 DEC 21 PM 1:02

ROBERT I. JARVIS  
CLERK

AMENDED DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 21<sup>st</sup> day of December, 1962, pursuant to assignment before the Honorable R. L. Hert, Judge of the District Court of Payne County, Oklahoma, upon the Application by Conservancy District No. 16 in Payne and Noble Counties, Oklahoma, for an Order Nunc Pro Tunc amending the Decree of Incorporation heretofore entered in this Court on the 30th day of June, 1958, and filed of record in the office of the Court Clerk of Payne County, Oklahoma, on June 30, 1958, and also filed in the office of the County Clerk of Payne and Noble Counties, Oklahoma, and with the Secretary of the State of Oklahoma.

UPON consideration of said Application for an Order Nunc Pro Tunc correcting the said Decree of Incorporation, it is hereby ORDERED that said Decree heretofore entered be, and the same is hereby in all things approved.

THE COURT FURTHER FINDS that in addition to the property descriptions included in the original Decree of Incorporation, that the following property descriptions should be added to Conservancy District No. 16 in Payne and Noble Counties, Oklahoma, as follows, to-wit:

PAYNE COUNTY, OKLAHOMA

Township 19 North, Range 1 West - Section 4; the S/2 of Section 3; the SE/4 of Section 6; the N/2 of Section 10;

Township 19 North, Range 1 East - The E/2 of Section 1; the SW/4- of Section 2; Section 10; Section 11; Section 14; the NE/4 of Section 22; the SW/4 of Section 24; the NW/4 of Section 25;

LAW OFFICES  
OF  
SWANK & SWANK  
STILLWATER, OKLAHOMA

Township 19 North, Range 2 East - Section 2; Section 3; Section 4; the NE/4 of Section 8; Section 10; the S/2 of the NW/4 of Section 11; Section 12; Section 15; the S/2 of the NE/4 of Section 28; Section 30;

Township 19 North, Range 3 East - The W/2 of Section 11; the NW/4 of Section 13; the W/2 of Section 18;

Township 20 North, Range 3 East - The SE/4 of Section 32; the SW/4 of Section 33; the E/2 of Section 34; the SW/4 of Section 35;

Township 20 North, Range 1 East - Section 25.

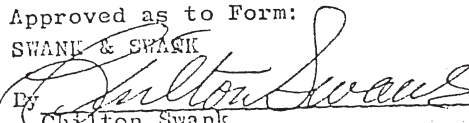
THE COURT FURTHER FINDS that the above-described property is in addition to the property described in the original Decree of Incorporation and should be included in the incorporated Conservancy District.


IT IS THEREFORE ORDERED that the above-described property be, and the same is hereby included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS FURTHER SHOWN TO THE COURT that the office of the Conservancy District and principal place of business formerly located at 201 West Ninth Street, in Stillwater, Oklahoma, is now located in the Stillwater National Bank Building, in Room No. 303, and that the official records and files of said District shall be kept in said office.

IT IS FURTHER ORDERED that the Clerk of this Court shall transmit to the Secretary of the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma, copies of this Amended Decree of Incorporation, and that the County Clerk of each county and the Secretary of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Amended Decree

Approved as to Form:  
SWANK & SWANK

By   
Carlton Swank  
ATTORNEY FOR CONSERVANCY  
DISTRICT NO. 16

  
K. L. HERT, JUDGE OF THE DISTRICT  
COURT OF PAYNE COUNTY, OKLAHOMA

State of Oklahoma } ss. CERTIFICATE  
County of Payne }  
I, Sandra M. Ness, Court Clerk, in and for Payne  
County, OK, do hereby certify that the above and  
foregoing is a true and correct copy of the original  
instrument now on file and of record in my  
office at Stillwater, OK. In testimony hereof I have  
hereunto set my hand and affixed my official seal  
this 29th day of July, 1926  
SANDRA M. NESS, Court Clerk

01170

FILED FOR RECORD FEB 03 1978 AT 3:25 PM  
Linda G. Allensworth, County Clerk

369 173

DRAINAGE EASEMENT

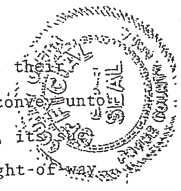
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jim D. Berger and Louann M. Berger  
\_\_\_\_\_, for and in consideration of the sum of  
One Dollar (\$1.00) cash in hand paid, and other good and valuable  
considerations, receipt of which are hereby acknowledged, do hereby  
enter into this agreement on this 22 day of January,  
19 78. Whereas, the undersigned, Jim D. Berger and Louann M. Berger  
\_\_\_\_\_, hereby represent and warrant that  
they own and have fee simple title to that certain parcel of real  
estate located in the City of Stillwater, County of Payne, State of  
Oklahoma, more particularly bounded and described as follows:

A tract of land in the NE/4 of the SE/4 of Sec. 14, T19N, R2E  
of the I.M., more particularly described as follows: Beginning  
at a point 366.5 feet South of the NW corner of the Northeast  
Quarter of the Southeast Quarter of Section 14, T19N, R2E, of  
the I.M., thence South 50 feet, thence East 315 feet more or  
less, to the center line of the West Branch of Boomer Creek,  
thence North along the center line of said creek to a point  
366.5 feet south of the North line of the NE/4 of the SE/4 of  
said Section 14, thence West 315 feet, more or less, to the  
point of beginning.

and further that the undersigned do hereby for themselves, their heirs,  
executors, administrators, and assigns, grant and convey unto the  
City of Stillwater, Oklahoma, a Municipal Corporation, its successors  
and assigns, a permanent drainage easement and right-of-way  
through, over, under and across the following property situated in  
the City of Stillwater, County of Payne, State of Oklahoma, to-wit:

A tract of land in the Northeast Quarter (NE/4) of the  
Southwest Quarter (SW/4) of Section Fourteen (S14), Township  
Nineteen North (T19N), Range Two East (R2E) of the Indian  
Meridian, Payne County, Oklahoma, more particularly described  
as follows: Beginning at a point 366.5 feet South and 190.39 feet East  
of the Northwest Corner (NW/Cor) of the Northeast Quarter (NE/4)  
of the Southeast Quarter (SE/4) of said Section Fourteen (S14),  
thence East a distance of 75 feet, more or less to the center line  
of West Boomer Creek, thence Southeasterly along the center line  
of said creek to a point 416.5 feet South of the North line of  
the Southeast Quarter (SE/4) of said Section Fourteen (S14), thence  
West a distance of 80 feet, more or less to a point 228.85 feet East  
of the West line of the Northeast Quarter (NE/4) of the Southeast  
Quarter (SE/4) of said Section Fourteen (S14), thence Northwesterly  
a distance of 64 feet, more or less to the point of beginning,  
containing 0.11 acre, more or less.



with the right of ingress and egress to and from same, for the purpose of permitting said City of Stillwater, Oklahoma, to construct and maintain a drainage facility through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, and of affording the said City of Stillwater, its officers, agents, employees, and all persons under contract with said City, the right to enter upon said premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said drainage facility, and for the further purpose of enabling the City of Stillwater, to do any and all convenient things incident to such construction, operation, repairing and maintaining of said drainage facility.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for agricultural and other purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantor, his successors, heirs, or assigns.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Stillwater, its successors and assigns, forever. In witness whereof, the parties hereto have duly executed this agreement.

*Jim D. Berger*  
Jim D. Berger

*Louann M. Berger*  
Louann M. Berger

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF PAYNE )

Before me, a Notary Public in and for said County and State, on this 22 day of January, 1978, personally appeared Jim D. Berger & Louann M. Berger, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



*Perry D. Manning*  
Notary Public  
Commission expires August 1, 1981.

01398

FILED FOR RECORD FEB 10 1978 AT 1:00 PM  
Linda G. Allensworth, County Clerk

370 PAGE 120

C1170

FILED FOR RECORD FEB 03 1978 AT 3:25 PM  
Linda G. Allensworth, County Clerk

300 369 PAGE 173

CORRECTION DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

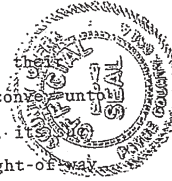
That the undersigned, Jim D. Berger and Louann M. Berger

\_\_\_\_\_ , for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, receipt of which are hereby acknowledged, do hereby enter into this agreement on this 22 day of January, 19 78. Whereas, the undersigned, Jim D. Berger and Louann M. Berger

\_\_\_\_\_ ; hereby represent and warrant that they own and have fee simple title to that certain parcel of real estate located in the City of Stillwater, County of Payne, State of Oklahoma, more particularly bounded and described as, follows:

A tract of land in the NE/4 of the SE/4 of Sec. 14; T19N, R2E of the I.M., more particularly described as follows: Beginning at a point 366.5 feet South of the NW corner of the Northeast Quarter of the Southeast Quarter of Section 14, T19N, R2E, of the I.M., thence South 50 feet, thence East 315 feet more or less, to the center line of the West Branch of Boomer Creek, thence North along the center line of said creek to a point 366.5 feet south of the North line of the NE/4 of the SE/4 of said Section 14, thence West 315 feet, more or less, to the point of beginning.

and further that the undersigned do hereby for themselves, their heirs, executors, administrators, and assigns, grant and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a permanent drainage easement and right-of-way through, over, under and across the following property situated in the City of Stillwater, County of Payne, State of Oklahoma, to-wit:



A tract of land in the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Fourteen (S14), Township Nineteen North (T19N), Range Two East (R2E) of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows: Beginning at a point 366.5 feet South and 190.39 feet East of the Northwest Corner (NW/Cor) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of said Section Fourteen (S14), thence East a distance of 75 feet, more or less to the center line of West Boomer Creek, thence Southeasterly along the center line of said creek to a point 416.5 feet South of the North line of the Southeast Quarter (SE/4) of said Section Fourteen (S14), thence West a distance of 80 feet, more or less to a point 228.85 feet East of the West line of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of said Section Fourteen (S14), thence Northwesterly a distance of 64 feet, more or less to the point of beginning, containing 0.11 acre, more or less.

Correction refers to easement description, second line--Southeast Quarter

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with the right of ingress and egress to and from same, for the purpose of permitting said City of Stillwater, Oklahoma, to construct and maintain a drainage facility through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, and of affording the said City of Stillwater, its officers, agents, employees, and all persons under contract with said City, the right to enter upon said premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said drainage facility, and for the further purpose of enabling the City of Stillwater, to do any and all convenient things incident to such construction, operation, repairing and maintaining of said drainage facility.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for agricultural and other purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantor, his successors, heirs, or assigns.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Stillwater, its successors and assigns, forever. In witness whereof, the parties hereto have duly executed this agreement.

*Jim D. Berger*  
Jim D. Berger

*Louann M. Berger*  
Louann M. Berger

STATE OF OKLAHOMA )  
COUNTY OF PAYNE ) SS.

Before me, a Notary Public in and for said County and State, on this 22 day of January, 1978, personally appeared Jim D. Berger & Louann M. Berger, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



*Jerry S. Manning*  
Notary Public  
Commission expires August 1, 1981.