

*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 7  
(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 17, 2021 at 07:00 AM
2. Policy to be issued:
  - (a) ALTA Owner Policy (6-17-06)  
Proposed Insured: TBD  
Proposed Policy Amount: TBD
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 part of Lots 9, 10, 11 and 12, in Block 20, in LOWRY'S SECOND ADDITION to the City of Stillwater, Payne County, Oklahoma, being more particularly described as follows: Beginning at the Southwest Corner of Lot 12; Thence North 00 degrees 00 minutes 00 seconds East along the West line of Block 20, a measured distance of 99.74 feet (a recorded distance of 100 feet) to the Northwest Corner of Lot 9; Thence South 89 degrees 58 minutes 23 seconds East along the North line of Lot 9 a distance of 70.00 feet; Thence South 00 degrees 00 minutes 00 seconds East a measured distance of 99.86 feet (a recorded distance of 100 feet) to the South line of Lot 12; Thence North 89 degrees 52 minutes 18 seconds West along the South line of Lot 12 a distance of 70.00 feet 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, LLC.; 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. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.
14. 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.
15. If mortgage will be made then an exception of said mortgage will be made on the Owner's Title Policy.

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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. Building setback lines and easements across the subject property as shown on the subdivision plat, located at page 2 of Abstract and in Plat and Dedication filed March 8, 1900 in Book PB 1 Page 13 appearing at Page 8 of abstract.
11. Easements and future assessments, if any, created or evidenced by Order creating Conservancy District No. 16 filed

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**SCHEDULE B**  
(Continued)

July 29, 1958 in Book 134 Misc., Page 379 shown at page 133 of abstract.

12. Private Sewer Easement filed June 20, 2013 in Book 2106 Page 845 appearing at page 93 of abstract.
13. Electric Easement in favor of the City of Stillwater filed July 17, 2013 in Book 2113 Page 486 appearing at Page 95 of abstract.

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(12)

R.R.  
R of W.

(9)

(10)

(11)

12TH

AVE.

(13)

NE/corner  
SE $\frac{1}{4}$   
Sec. 23 T19  
R2EIM

(16)

(15)

(14)

ST.

13th

AVE.

(17)

(18)

(19)

80'

300'

14TH

AVE.

(22)

(21)

LOWRY

300'

CHESTER ST.

FERN ST.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

(25)

140'

15th

AVE.

(23)

(24)

(25)

640

142'

142'

80'

142'

142'

80

174'

140'

144'

83

PART OF LOWRY'S SECOND ADDITION IN  
NE $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec. 23 T19N.R. 2EIM.

Scale 200' equals 1"

PAYNE COUNTY

TITLE COMPANY

No. ~~X~~

Plat and Dedication of Lowry's Second Addition to Stillwater.  
Dec.....1899.

Surveyed for R.E. Lowry, Northeast Qr. of Southeast Qr. and Southeast Qr. of Northeast Qr. Sec. 23, Tp. 19 North. Rge. 2 In. Mer. as shown on this plat, which is a true and correct indication of the survey as made by me.

Thos. P. German, Surveyor.

#### DEDICATION

Know all Men By These Presents:-

That we, Robert A. Lowry and Anna A. Lowry, husband and wife, of the County of Payne and Territory of Oklahoma having caused a survey and plat to be made of a part of the East Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) and a part of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Numbered Twenty-three (23), in Township Numbered Nineteen (19) North of Range Two (2) East of the Indian Meridian, Payne County, Oklahoma Territory, which plat is hereto attached and made a part hereof, do hereby convey to the public all the streets and alleys as platted and shown on said plat, and do hereby execute, acknowledge and file the same as an addition to the city of Stillwater, Payne County, Oklahoma Territory, to be known as Lowry's Second Addition to the town of Stillwater.

W itness our hands this 7 day of March, 1900.

R.A. Lowry  
Anna A. Lowry.

Territory of Oklahoma, Payne County, ss:

Be it remembered, that on this 7 day of March, A.D. 1900, personally appeared before the undersigned, a Notary Public, in and for the County of Payne and Territory of Oklahoma, Robert A. Lowry and Anna A. Lowry, husband and wife, to me personally know to be the identical persons who executed the foregoing instrument as grantors, and each for themselves acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial seal this day and year 1st above named. SEAL. J.R. Clark, Notary Public.  
My commission expires Mar. 23, 1903.





Book 134 Misc., Page 379. . . .Cont'd.

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 bested 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.

Book 134 Misc., Page 379. . . . .Cont'd.

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;

Book 134 Misc., Page 379. . . .Cont'd.

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 of 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

(Certificate of true copy omitted herefrom)





**PROPERTY DESCRIPTIONS FOR MINOR SUBDIVISION  
PROJECT 13-17**

RECORD DESCRIPTION PER BOOK 1763 PAGES 61-63:

LOTS 9 AND 10 IN BLOCK 20 IN LOWRY'S SECOND ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

LOTS 11 AND 12 IN BLOCK 20 IN LOWRY'S SECOND ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

**DESCRIPTIONS OF THE SUBDIVIDED LOTS:**

**WEST LOT:**

A PART OF LOTS 9, 10, 11 AND 12 IN BLOCK 20 IN LOWRY'S SECOND ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 12; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF BLOCK 20 A MEASURED DISTANCE OF 99.74 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE NORTHWEST CORNER OF LOT 9; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF LOT 9 A DISTANCE OF 70.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A MEASURED DISTANCE OF 99.86 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE SOUTH LINE OF LOT 12; THENCE NORTH 89 DEGREES 52 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF LOT 12 A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING CONTAINING 6986.12 SQUARE FEET MORE OR LESS.

**MIDDLE LOT:**

A PART OF LOTS 9, 10, 11 AND 12 IN BLOCK 20 IN LOWRY'S SECOND ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 12; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF BLOCK 20 A MEASURED DISTANCE OF 99.74 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE NORTHWEST CORNER OF LOT 9; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF LOT 9 A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF LOT 9 A DISTANCE OF 52.10 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A MEASURED DISTANCE OF 99.96 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE SOUTH LINE OF LOT 12; THENCE NORTH 89 DEGREES 52 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF LOT 12 A DISTANCE OF 52.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A MEASURED DISTANCE OF 99.86 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE POINT OF BEGINNING CONTAINING 5205.30 SQUARE FEET MORE OR LESS.

**EAST LOT:**

A PART OF LOTS 9, 10, 11 AND 12 IN BLOCK 20 IN LOWRY'S SECOND ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 12; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF BLOCK 20 A MEASURED DISTANCE OF 99.74 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE NORTHWEST CORNER OF LOT 9; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF LOT 9 A DISTANCE OF 122.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF LOT 9 A DISTANCE OF 52.10 FEET TO THE NORTHEAST CORNER OF LOT 9; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG THE EAST SIDE OF LOTS 9, 10, 11, AND 12 A MEASURED DISTANCE OF 100.05 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE SOUTHEAST CORNER OF LOT 12; THENCE NORTH 89 DEGREES 52 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF LOT 12 A DISTANCE OF 52.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A MEASURED DISTANCE OF 99.96 FEET (A RECORDED DISTANCE OF 100 FEET) TO THE POINT OF BEGINNING CONTAINING 5209.87 SQUARE FEET MORE OR LESS.

DESCRIPTIONS WERE PREPARED BY BRENT GROUNDS, LS 1576 ON MARCH 25, 2013  
BASIS OF BEARING: WEST LINE OF BLOCK 20 (NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST)

Grounds Professional Surveying, Inc.  
P.O. Box 224  
Perkins, Oklahoma 74059  
(405) 547-1233  
C.A. # 4689 Exp. 6/30/14

I-2013-010815 Book 2106 Pg. 846  
06/20/2013 3:05 pm Pg 0845-0846  
Fee: \$ 15.00 Doc: \$ 0.00  
Glenna Craig - Payne County Clerk  
State of Oklahoma

ELECTRIC EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, **LANE HOMES, LLC, an Oklahoma Limited Liability Company**, certifies that it owns and possesses all right, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A part of Lot 9, in Block 20, in **LOWRY'S SECOND ADDITION** to the City of Stillwater, Payne County, Oklahoma; being more particularly described as follows: Commencing at the Northwest Corner of Lot 9; Thence South 89 degrees 58 minutes 23 seconds East along the North line of Lot 9 a distance of 70.00 feet to the point of beginning; Thence continuing South 89 degrees 58 minutes 23 seconds East along the North line of Lot 9 a distance of 104.20 feet to the Northeast corner of Lot 9; Thence South 00 degrees 00 minutes 10 seconds West along the East line of Lot 9 a distance of 15.00 feet; Thence North 89 degrees 58 minutes 23 seconds West 104.20 feet; Thence North 00 degrees 00 minutes 00 seconds East 15.00 feet to the point of beginning.



and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for it, its successors and assigns does hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of an electric line(s) through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument for the purpose of electric utility, together with the right of ingress and egress to and from same, for the purpose heretofore stated to wit:

A part of Lot 9, in Block 20, in **LOWRY'S SECOND ADDITION** to the City of Stillwater, Payne County, Oklahoma; being more particularly described as follows: Commencing at the Northwest Corner of Lot 9; Thence South 89 degrees 58 minutes 23 seconds East along the North line of Lot 9 a distance of 70.00 feet to the point of beginning; Thence continuing South 89 degrees 58 minutes 23 seconds East along the North line of Lot 9 a distance of 104.20 feet to the Northeast corner of Lot 9; Thence South 00 degrees 00 minutes 10 seconds West along the East line of Lot 9 a distance of 15.00 feet; Thence North 89 degrees 58 minutes 23 seconds West 104.20 feet; Thence North 00 degrees 00 minutes 00 seconds East 15.00 feet to the point of beginning.

The easement contains \_\_\_\_\_ square feet or \_\_\_\_\_ acres more or less and is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantor shall continue to have the full use and enjoyment of the property herein granted or described for appropriate 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, its successors or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said electric line(s) at any and all times.

**LANE HOMES, L.L.C.**  
an Oklahoma Limited Liability Company

By: Lisa Nasairood, Manager  
GRANTOR


101  
5

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF PAYNE )

Before me, a Notary Public in and for said County and State on this 14<sup>th</sup> day of June, 2013, personally appeared, Lisa Nasclroed to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its owner and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/LLC, for the uses and purposes therein set forth.

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

Christa R. Davenport  
NOTARY PUBLIC

My Commission Expires: 10/27/2015  
My Commission Number: 11009767  
  
STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF PAYNE )

NOW, on this 15 day of July, 2013, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.



John W. Bartley  
JOHN W. BARTLEY, MAYOR  
CITY OF STILLWATER, OKLAHOMA

Marcy Alexander  
MARCY ALEXANDER, CITY CLERK  
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this 15 day of July, 2013.

John E. Dorman  
JOHN E. DORMAN, CITY ATTORNEY  
CITY OF STILLWATER, OKLAHOMA