

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

(File Number: 20211189)

Auction Tracts 13 - 19

(Canadian County, Oklahoma)

For June 17, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Candyce McCaslin, as Trustee, et al.



COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20211189-1
Issuing Office File No.: 20211189
Property Address: OK

SCHEDULE A

1. Commitment Date: May 28, 2021 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: to be determined
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
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:

1/4 interest - Sarah L. Hilsendager and Jill H. Tyler, Trustees of the James H. and Delores M. Tyler Irrevocable Trust dated June 11, 2010, by virtue of a Final Decree recorded February 5, 2019 in Book 4852 at Page 38;
1/4 interest Kenneth W. Barraza and Candyce McCaslin, Trustees of the McCaslin-Barraza Revocable Living Trust u/d/t June 8, 2007, by virtue of a Trustees Deed recorded September 2, 2020 in Book 5135 at Page 987;
1/4 interest Victoria Fernandez and Manuel Fernandez, Jr., by virtue of a Deed recorded September 2, 2020 in Book 5135 at Page 993;
1/12 each unto John A. Lang, III, Stephen T. Lang and David B. Lang, by virtue of a Final Decree recorded December 11, 2000 in Book 2392 at Page 617.
5. The Land is described as follows:

Part of the Northeast Quarter (NE/4) of Section Six (6), Township Ten (10) North, Range Five (5) West,

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SCHEDULE A

(Continued)

described as follows: Beginning at the NW/Corner of said quarter section, running thence East 17 rods; thence South 34 rods; thence West 17 rods; thence North 34 rods to the point of beginning, Canadian County, Oklahoma.

AND

Part of the Northwest Quarter (NW/4) aka Lots 3, 4 5 and the SE/4 NW/4 except 3 acres and 98 square rods in the SE/4 NW/4 described as follows: Beginning at the SE/Corner and running west seventeen rods; thence north 34 rods; thence east 17 rods; thence South 34 rods to place of beginning of the NW/4 of Section Six (6), Township Ten (10) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma.

Fidelity National Title Insurance Company

Gayle Helton



By: *[Signature]*

ATTEST

President

[Signature]

Secretary

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

PREVIEW

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AMERICAN
LAND TITLE
ASSOCIATION





COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL 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. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11 and 16, 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.

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a court search as to to be determined in Canadian County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a Uniform Commercial Code search as to Current Owners in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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12. Record Memorandum of Trust relating to James H. and Delores M. Tyler Irrevocable Trust dated June 11, 2010. Same should be submitted for review and possible further requirements.
13. Record Memorandum of Trust relating to McCaslin-Barraza Revocable Living Trust u/d/t June 8, 2007, Same should be submitted for review and possible further requirements.
14. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

*Order Allowing Decree recorded November 23, 2009 in Book 3612 at Page 993.
Quit Claim Deed recorded October 15, 2002 in Book 2628 at Page 726.*

PREVIEW

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COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

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. Rights or claims of parties in possession not recorded in the public records.
3. Easements or claims of easements not recorded in the public records.
4. Any encroachment, 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.
5. Any statutory lien, or right to lien, for services, labor, or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem Taxes for the year 2021, amount of which is not ascertainable, due or payable.
8. 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.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Ordinance recorded April 9, 1962 in Book 352 at Page 706.
11. Electric easement in favor of Wester Farmers Electric Cooperative recorded September 22, 1967 in Book

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422 at Page 566.

12. Statutory easement for roadway along Section line.
13. Electric easement in favor of Western Farmers Electric Cooperative recorded September 22, 1967 in book 422 at Page 566
14. Right of Way Contract recorded November 21, 1983 in Book 1074 at Page 735.
15. Right of Way Contract recorded November 21, 1983 in Book 1074 at Page 739.
16. Electric easement in favor of Western Farmers Electric Cooperative recorded January 16, 2018 in Book 4684 at Page 517.
17. Transmission Line Easement in favor of Western Farmers Electric Cooperative recorded June 6, 2018 in book 4751 at Page 3.

PREVIEW

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AMERICAN
LAND TITLE
ASSOCIATION



ORDINANCE NO. 39

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF MUSTANG, OKLAHOMA, TO INCLUDE SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, & 16 AND THAT PART OF SECTIONS 13, 14, 17, 18, 20, 21, & 22 LOCATED IN CANADIAN COUNTY, ALL OF THE ABOVE DESCRIBED REAL ESTATE BEING LOCATED IN TOWNSHIP 10 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA; SAVE AND EXCEPTING ALL STATE AND COUNTY HIGHWAYS LOCATED WITHIN THE AREA; AND DECLARING AN EMERGENCY.

Whereas the Petition in writing, signed by not less than three-fourths of the legal voters and by the owners of not less than three-fourths of the value of the property in the hereinafter described territory to be annexed to the Town of Mustang, Oklahoma, has been duly submitted to the Board of Trustees of said Town, and notice duly given for the annexation to the town limits; now, therefore, be it ordained by the Board of Trustees of the Town of Mustang, Oklahoma:

Section 1. That the corporate limits of the Town of Mustang be, and the same are, hereby extended to include Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, and 16, and that part of Sections 13, 14, 17, 18, 20, 21, and 22 located in Canadian County, all of the above described real estate being located in Township 10 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma; save and excepting all state and county highways located within the area. As per attached plat.

Section 2. The President of the Board of Trustees is hereby authorized and directed to cause a copy of this Ordinance, together with an accurate map of the territory annexed, duly certified by the Clerk of the Town of Mustang, to be filed in the office of the County Clerk of Canadian County, Oklahoma, and have the same recorded therein.

Section 3. It being necessary for the preservation of the public health, safety, best interests, and general welfare of the Town of Mustang, an emergency is hereby declared to exist, by reason whereof this Ordinance shall take effect and be in full force from and after its passage, approval, and publication.

Passed and approved this 7th day of April, 1962.

H. A. Silver
President, Board of Trustees

ATTEST:

Arthur M. Gagne
Town Clerk

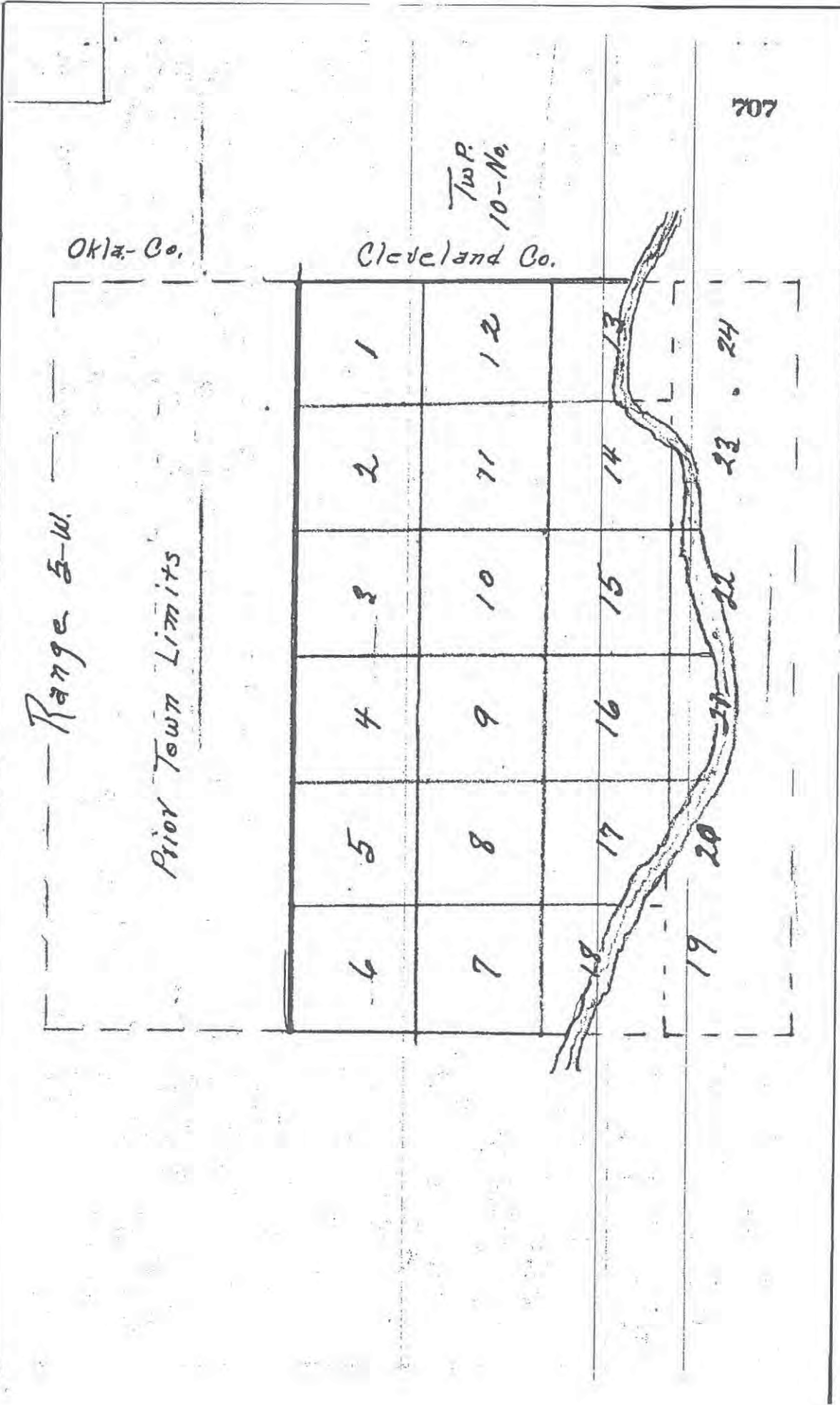


STATE OF OKLAHOMA / SS
CANADIAN COUNTY /
filed for record this 9th day of
April 1962 at 2:00 clock P.M.
and recorded in Book 352 Page 706
C. E. BRUSS, COUNTY CLERK
By: C. E. Bruss



REC'D INDEXED
SERIALIZED
FILED
MAY 1 1962
FBI - OKLAHOMA

7/6/64



TRANSMISSION LINE EASEMENT

566

#11 & #13

The Grantor, herein so styled, whether one or more, Florence P. Hammond and the First National Bank & Trust Company of Oklahoma City, Co-trustees for a good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys to WESTERN FARMERS ELECTRIC COOPERATIVE, a cooperative corporation, Anadarko, Oklahoma, organized under the law of the State of Oklahoma, (hereinafter called the "Cooperative"), and to its successors and assigns, the perpetual easement and right to enter upon the lands of Grantor, situated in the County of Canadian and state of Oklahoma and further described as:

The North Twenty-five (25) feet of a tract of land in the Northeast Quarter (NE 1/4) of Section 6-Township 10 North-Range 5 West, beginning at the Northwest Corner of NE 1/4; thence East 17 rods; thence South 34 rods; thence West 17 rods; thence North 34 rods to beginning, and across Lots 3 and 4 in Section 6-Township 10 North-Range 5 West, all in Canadian County, Oklahoma.
Nur. Index tt
Recorded _____
E & P. N. Ind ✓
P.R. Read _____
Margin _____
Grantor t
Grantee t

and to erect, operate, maintain, repair, rebuild, and patrol on said lands and in and upon all streets, roads, or highways abutting said lands, electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, together with the right of ingress and egress to, from, and over said lands for doing anything necessary or useful to the enjoyment of the easement herein granted. There is also granted to the Cooperative the perpetual right to clear all brush, timber, structures, improvements and fire hazards, located within fifty (50) feet of the center line of said electric power transmission lines, provided, however, the words "fire hazard" shall not be interpreted to include growing crops and fences.

The Cooperative agrees to pay to the Grantor for the privileges herein granted \$ 10.00 for the granting of the easement. In addition to the recited consideration, the Cooperative agrees immediately prior to construction of the line or system to pay the Grantor \$ 4.50 less \$ _____ paid in hand this day.

The Cooperative further agrees to pay the grantors for actual damage to growing crops and grass land occasioned by the installation of said electrical transmission lines, and to pay thereafter actual damages to growing crops and grass lands occasioned by operation and maintenance of said electric transmission lines.

The undersigned agree that all poles, wires and other facilities installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

Grantor covenants to and with the Cooperative that subject to existing easements if any, for public highways or roads, railroads, laterals, ditches, pipeline, and other electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, Grantor is lawfully seized and possessed of said land, has a good and lawful right and power to sell and convey them.

IN WITNESS WHEREOF, we have set our hands this 30th day of August A. D. 19 67

ATTEST:
[Notary Seal]
Assistant Cashier
COUNTY OF Oklahoma

Florence P. Hammond and THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY
By: [Signature] Vice President
Co-Trustees

On the 30th day of August A. D. 1967, before me, a Notary Public, in and for the County of Oklahoma State of Oklahoma, personally appeared Florence P. Hammond known to me to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed, as Co-Trustee

[Notary Seal]
My Commission Expires December 14, 1969
(SBBI)
My commission expires:

[Signature]
Notary Public

4707

566 1/2



State of Oklahoma)
Canadian County) SS
Filed for record *2210 67*
at *9:00 A.M.* and recorded in
Book *422* Page *566*
Fee \$*0.50*
FRANCES C. BREMSETH
County Clerk
By *[Signature]* e. u!

"MAINLY LEGAL BLANKS"

FORM NO 618

EARLY OFFICE SUPPLY CO.—PRINTERS—OKLA. CITY

CORPORATION ACKNOWLEDGMENT
(Oklahoma Form)

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public within and for said County and State, on this 30th day of August, 19 67, personally appeared John H. Miller

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

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.
My commission expires December 14, 1968
My Commission expires

Helen G. Taylor
Notary Public.

JAN:cv 08/26/83
K-305-83

BOOK PAGE

TYLER, JAMES
Frailley, Robt. L., etal

RIGHT OF WAY CONTRACT,

COUNTERPART 1 OF 2
PHILLIPS PETROLEUM COMPANY
PROPERTY TAX, REAL ESTATE & CLAIMS
AMERICAN FIRST TOWER 101 N. ROBERTS
OKLAHOMA CITY, OKLAHOMA 73102

S.R. #1502A&B
S.R. #1749

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other valuable consideration (\$10.00+), the receipt of which is hereby acknowledged, Robert L. Frailey; The First National Bank and Trust Company of Oklahoma City, Agent U/A with and for Robert L. Frailey, James H. Tyler, The First National Bank and Trust Company of Oklahoma City, Agent U/A with and for James H. Tyler, hereby grant to Phillips Petroleum Company and all subsidiary companies, their successors and assigns, the right ~~to lay, maintain, inspect, erect, operate, protect, replace with same~~ ~~and remove pipelines, and appurtenances, under and~~ lands in the County of Canadian, State of Oklahoma, to-wit:

Handwritten notes:
JAN 26 1983
JAN 26 1983

Lot 5 and SE/4 NW/4 Section 6, Township 10 North, Range 5 West, less the East 17 rods of the South 34 rods of SE/4 NW/4 of said Section 6.

This Contract is for two pipe lines only; pipe lines are to be laid in accordance with centerline plats attached hereto as EXHIBIT "A" AND EXHIBIT "B".

The construction easement or right of way granted herein shall be 50 feet in width reverting to a permanent right of way of 20 feet.

The rights herein granted may be assigned in whole or in part.

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for construction damages. Grantee agrees to pay for damages to growing crops or to fences of Grantor caused by maintenance operations.

Said Grantor to fully use and enjoy said premises except for the purposes hereinabove granted.

The rights herein granted, or any of them, may be exercised by any or all of the grantees herein, their successors and/or assigns either jointly or separately.

The Grantor represents that the above described land is rented for the period beginning present, 1983 to , 19 , on cash basis to George Walthera.

This contract may be signed in counterparts with the same effect as if each named Grantor signed one instrument.

Signed and delivered this 13th day of September, 1983.

Num. Index 4
B & P N 6
Margin
Grantor
Grantee

ATTEST: Laura Bailey
TRUST OFFICER AND
ASSISTANT CASHIER

Robert L. Frailey

The First National Bank & Trust Company of Oklahoma City, Agent U/A with and for Robert L. Frailey

By: Jack To Jan
Vice President & Trust Officer

James H. Tyler
James H. Tyler

ATTEST: Laura Bailey
TRUST OFFICER AND
ASSISTANT CASHIER

The First National Bank & Trust Company of Oklahoma City, Agent U/A with and for James H. Tyler

By: Jack To Jan
Vice President & Trust Officer

CONTRACT CHECKED RBS
POSTED TO SCHED. RBS
POSTED TO GEO. CARDS SN

34202

BOOK PAGE

1074 0736

STATE OF NEW YORK)
) ss
COUNTY OF SCHOHARIE)

PHILLIPS PETROLEUM COMPANY
PROPERTY TAX CLAIMS
AMERICAN FIRE INSURANCE COMPANY
OKLAHOMA CITY, OKLAHOMA 73102

PHILLIPS PETROLEUM COMPANY
PROPERTY TAX, REAL ESTATE & CLAIMS
AMERICAN FIRST TOWER 101 N. ROBINSON
OKLAHOMA CITY, OKLAHOMA 73102

Before me, the undersigned, a Notary Public, within and for said County and State, on this 17th day of SEPTEMBER, 1983, personally appeared JAMES H. TYLER to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that James H. Tyler executed the same as a free and voluntary act and deed, for the uses, purposes, and consideration therein set forth

My Commission expires 3-20-85 William C. Duzrek
Notary Public in and for the State of New York
County Of Schoharie
Commission Expires On March 30, 1985
Certificate Filed SCHOHARIE County

William C. Duzrek
Notary Public

STATE OF Oklahoma)
) ss
COUNT OF Oklahoma)

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by Jack Le Force Vice President and Trust Officer of First National Bank and Trust Company, a corporation, on behalf of the corporation as Agent U/A with and for James H. Tyler

My Commission expires Jan 28, 1985 Molly Ann Harling
Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ to me known to be the identical person described in and 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, purposes, and consideration therein set forth

My Commission expires _____
Notary Public

STATE OF Oklahoma)
) ss
COUNT OF Oklahoma)

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by Jack Le Force Vice President and Trust Officer of First National Bank and Trust Company, a corporation, on behalf of the corporation as Agent U/A with and for Robert L. Fralley

My Commission expires Jan 28, 1985

Molly Ann Harling
Notary Public

NOTARY PUBLIC
OKLAHOMA
OKLA. CO.

#15

CAN:cv 08/26/83
K-305-83

BOOK PAGE
1074 0739

RIGHT OF WAY CONTRACT

COUNTERPART 2 OF 2 PHILLIPS PETROLEUM COMPANY: FILE: ^{Tyler, James H.} Frailey, Robt. L., etal
PROPERTY TAX, REAL ESTATE & C
ASSOCIATION FOR TOWER 101 N. R. PROJECT: S.R. #1502A&B
OKLAHOMA CITY OKLAHOMA 731 S.R. #1749

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other valuable consideration (\$10.00+), the receipt of which is hereby acknowledged, Robert L. Frailey; The First National Bank and Trust Company of Oklahoma City, Agent U/A with and for Robert L. Frailey; James H. Tyler; The First National Bank and Trust Company of Oklahoma City, Agent U/A with and for James H. Tyler, hereby grant to Phillips Petroleum Company and all subsidiary companies, their successors and assigns, the right ~~to lay, maintain, inspect,~~ ^{to lay, maintain, inspect,} erect, operate, protect, replace with same ~~and remove~~ ^{and remove} pipelines, and appurtenances, ~~under and~~ ^{under and} lands in the County of Canadian, State of Oklahoma, to-wit:

Lot 5 and SE/4 NW/4 Section 6, Township 10 North,
Range 5 West, less the East 17 rods of the South
34 rods of SE/4 NW/4 of said Section 6.

This Contract is for two pipe lines only; pipe lines are to be laid in accordance with centerline plats attached hereto as EXHIBIT "A" AND EXHIBIT "B".

The construction easement or right of way granted herein shall be 50 feet in width reverting to a permanent right of way of 20 feet.

The rights herein granted may be assigned in whole or in part.

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for construction damages. Grantee agrees to pay for damages to growing crops or to fences of Grantor caused by maintenance operations.

Said Grantor to fully use and enjoy said premises except for the purposes hereinabove granted.

The rights herein granted, or any of them, may be exercised by any or all of the grantees herein, their successors and/or assigns either jointly or separately.

The Grantor represents that the above described land is rented for the period beginning present, 1983 to , 19 , on cash basis to George Walthers.

This contract may be signed in counterparts with the same effect as if each named Grantor signed one instrument.

Signed and delivered this 20th day of September, 1983.

Robert L. Frailey
Robert L. Frailey

The First National Bank & Trust Company of Oklahoma City, Agent U/A with and for Robert L. Frailey

By: Jack B. [Signature]
Vice President & Trust Officer

James H. Tyler

The First National Bank & Trust Company of Oklahoma City, Agent U/A with and for James H. Tyler

By: Jack B. [Signature]
Vice President & Trust Officer

ATTEST: Laura Bailey
TRUST OFFICER AND ASSISTANT CASHIER

ATTEST: Laura Bailey
TRUST OFFICER AND ASSISTANT CASHIER

CONTRACT CHECKED R.R.F.
POSTED TO SCHED. R.R.F.
POSTED TO GEO. CARDS SAT

34203

BOOK PAGE
1074 0740

PHILLIPS PETROLEUM COMPANY
PROPERTY TAX DEPARTMENT
AMERICAN FIRST NATIONAL BANK
OKLAHOMA CITY, OKLAHOMA 73102

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 20th day of SEPTEMBER, 1983, personally appeared **ROBERT L. FRAILEY** to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that HE executed the same as a free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My Commission expires 12-2-85

Carol Hudgins
Notary Public CAROL HUDGINS



STATE OF Oklahoma)
COUNT OF Oklahoma)

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by Jack Le Force, Vice President and Trust Officer of First National Bank and Trust Company, a corporation, on behalf of the corporation as Agent U/A with and for ~~Janice H. Le Force~~

My Commission expires Jan 28, 1985

Mally Ann Hurlings
Notary Public

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ to me known to be the identical person described in and 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, purposes, and consideration therein set forth.

My Commission expires _____

Notary Public

STATE OF Oklahoma)
COUNT OF Oklahoma)

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by Jack Le Force, Vice President and Trust Officer of First National Bank and Trust Company, a corporation, on behalf of the corporation as Agent U/A with and for Robert L. Frailey

My Commission expires Jan 28, 1985

Mally Ann Hurlings
Notary Public





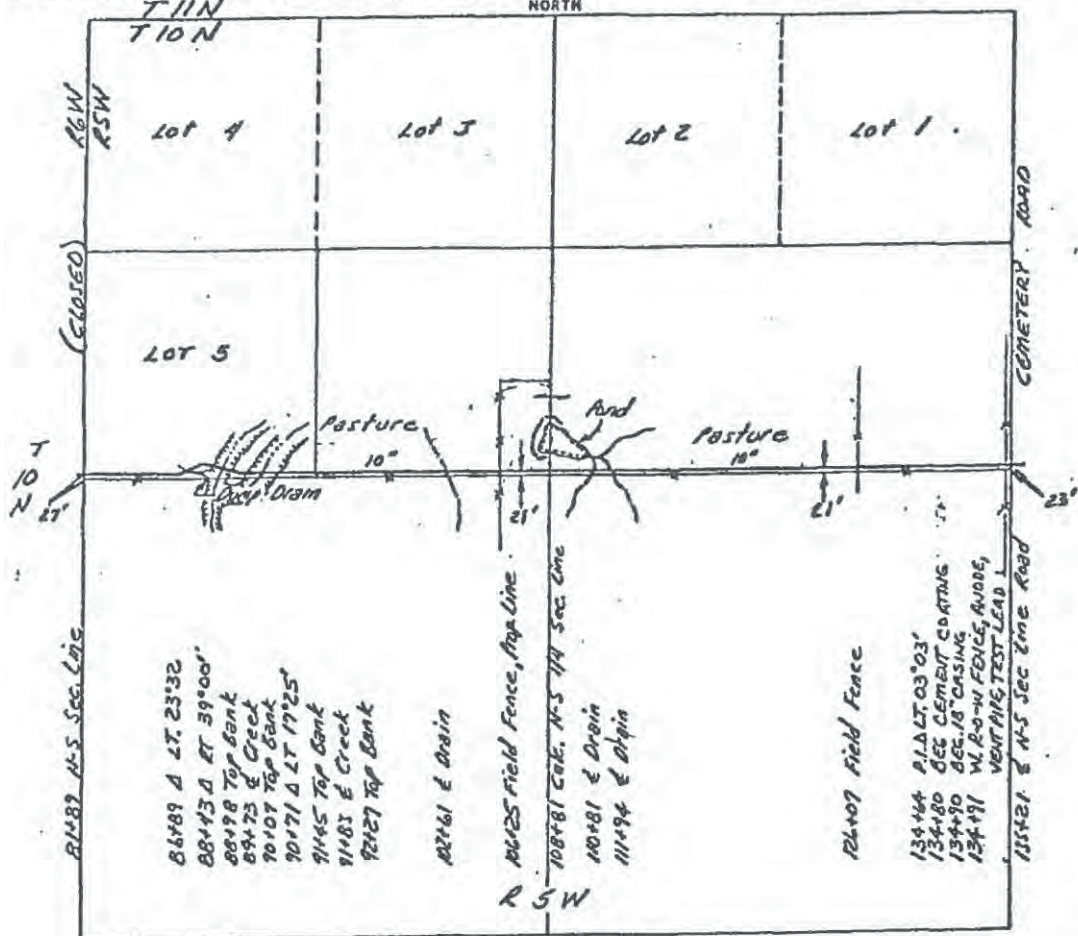
EXHIBIT "A"

12" L.P. S.R. 1102-N
 PHILLIPS PETROLEUM COMP. BOOK PAGE 3 of 5
 SHEET NO. 3 of 5

Nature of Work RESURVEY 12" L.P. Pipeline Date 21 APR 1975 Ord No 11-58-4

District MGR / OKC Plant or Station Sooner / Sutton Job or AFE No. 16-328

Sec. 6 Twp. DN Blk. or Range SW Survey Co. Canadian State Oklahoma



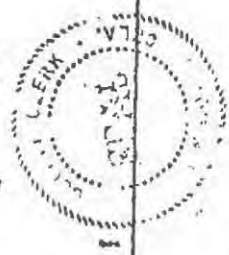
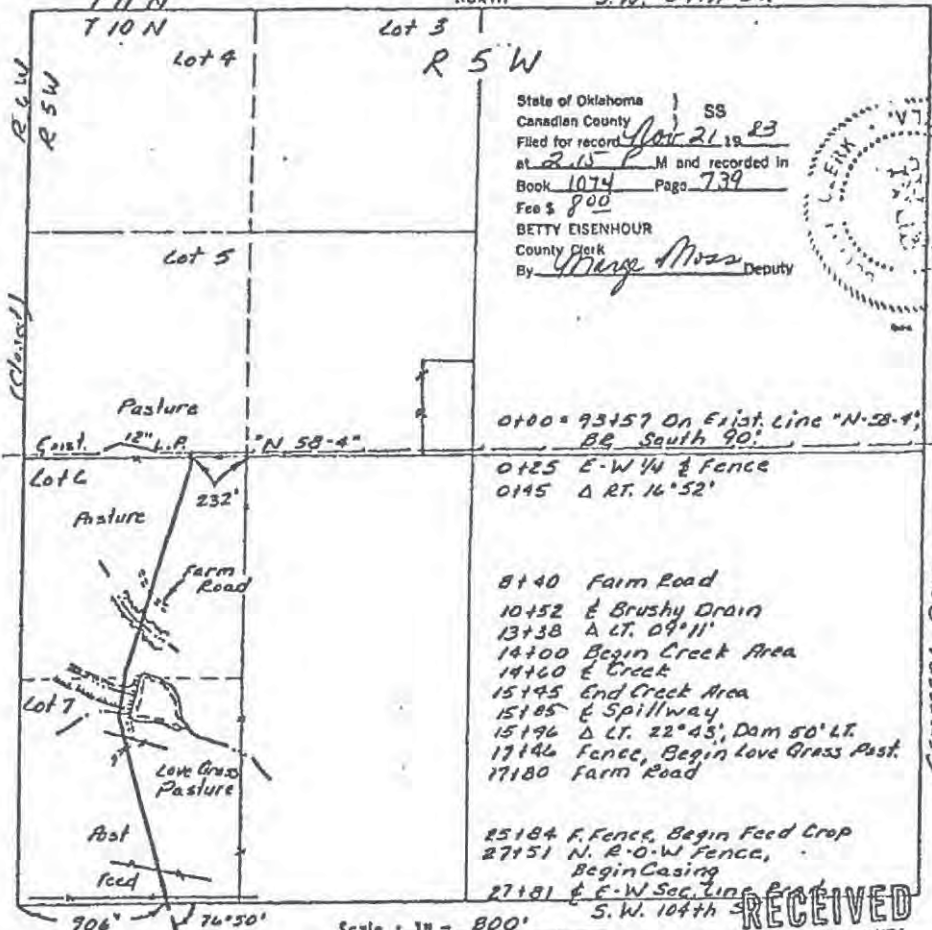
Scale 1" = 800'

Remarks
Lot # 5 & SE1/4-NW1/4 (except c 280.5' of S. 561.0')
James H. Tyler et al Part-177.64 Rods
S1/2-NE1/4 and E. 280.5' of S. 561.0' of SE1/4-NW1/4
Kenneth R. & Evelyn S. Carpenter
Pasture - 173.52 Rods
FARRAR CONST. CO.
EFP 2-20 SA 161
48' COVER

Signed John R. King Group or Co. wrote Staff E & P
 FOR CHANGES & RESURVEYS, THIS PLAT TO BE

CONVENTIONS		PIPE LAID	
Symbol	Description	Size	Amt.
---	Existing Lines		
X	Gate Valve		
←	Check Valve		
⊙	Meter		
X	Dresser	PIPE TAKEN UP	
⊙	Drip		
⊙	Regulators	Size	Amt.
+	Flange		
⊙	Change in Size		
+	Pipe Supports		
T	Tee & Bull Plug	Bartlesville Office to Fill in Below	
T	Tee with Gate	Map No.	Sheet No.
+	Bull Plug on Line	Plotted by	
⊙	Telephone Pole	Date	
⊙	Railroads		

EXHIBIT "B" BOOK PAGE SR #1147 222
 PHILLIPS PETROLEUM COMPANY Sheet No. 1 OF 2
 Nature of Work STANDARD PIPELINE Date 5-16-83 Line No. NEW
 District NGP/GKC Plant or Station SOONER/BRITTON Job or AFE No. NG-FEC4
 Sec. 16 Twp. 101N Blk. or Range 5W Survey: NORTH Co. CANADIAN State OKLA
T11N S.W. 89th ST.



Remarks Lot 5: James Hammond Tyler, et al
 T. George Walther Pasture 1.52 Rods
 Lot 6 & Lot 7: Carl & Oleta Fay Close
 Pasture: 146.30 Rods, Creek Area: 8.79 Rods,
 Feed Crop 11.94 Rods, Total: 167.03 Rods

CONVENTIONS	PROPERTY LINES
--- Existing Lines	RESURVEYED CLAIMS
* Gate Valve	
◁ Check Valve	
⊙ Meter	
⊗ Dresser	
⊘ Drip	PIPE TAKEN UP
⊙ Regulators	RRS
⊙ Flange	Size RCMant. PR
⊙ Change in Size	AWP
⊙ Pipe Supports	TRD
⊙ Tee & Bull Plug	CO
⊙ Tee with Gate	Map No. Sheet No.
⊙ Bull Plug on Line	Plotted by
⊙ Telephone Pole	Date
⊙ Railroads	

Signed _____ Group or Corporate Staff _____
 FOR PHANNFA & RESURVEYS, THIS PLAT TO BE

RECEIVED
 OKLAHOMA CITY
 AUG 18 1983



Doc#: R 2018 1146
Bk+Pg: RB 4684 517-518
Filed: 01-16-2018
08:11:33 AM
Canadian County, OK

21

TRANSMISSION LINE EASEMENT

The Grantor(s), herein so styled, Carpenter Family, LLC #2 an Oklahoma Limited Liability Company, of 13801 SW 89th Street, Mustang, OK 73064, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to WESTERN FARMERS ELECTRIC COOPERATIVE, a cooperative corporation organized under the laws of the State of Oklahoma (hereinafter called the "Cooperative"), and to its successors and assigns, a perpetual easement and right to enter upon the lands of the Grantor(s), situated in the County of Canadian, State of Oklahoma, further described as:

A strip of land one-hundred (100) feet wide in the South Half of the Northeast Quarter (S/2 NE/4) and a tract of land lying in the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 SE/4 NW/4) of Section 6, Township 10 North, Range 6 West, Canadian County, State of Oklahoma.

Including extra footage as needed for guy wires and anchors.

Easement being more particularly described on attached plat.

to erect, operate, maintain, repair, rebuild, replace and patrol on said lands and in and upon all streets, roads, or highways abutting said lands, electric transmission line(s) and appurtenant signal lines, poles, towers, wires, cables and appliances necessary in connection therewith, together with the right of ingress, egress and regress to, over and from said lands for doing anything necessary or useful to the enjoyment of the easement herein granted. Said easement to be located within fifty (50) feet of the centerline of the electric transmission line(s). Specifically included in this electric transmission line easement for the useful enjoyment thereof is the Cooperative's perpetual right to trim, clear and remove brush, timber, structures, improvements and anything deemed by the Cooperative to be a hazard, or potential hazard, located within fifty (50) feet of the centerline of said electric transmission line(s) also to include any danger trees located on or adjacent to the 100 foot right of way, said decision to be exclusively that of the Cooperative.

The Grantor(s) hereby agree that they will not construct, nor permit to be constructed, any ponds, lakes, buildings, structures or other improvements upon, over or across said easement without the written consent of the Cooperative, or permit any construction activity or installation that will violate any national, state, city or other code applicable to the electric transmission line(s) or related facilities situated on said easement. Any improvements or structures placed or erected on the easement without the express written consent of the Cooperative shall be considered an encroachment thereon, strictly prohibited, and subject to removal by or at the direction of the Cooperative.

The Grantor(s)' compensation as referenced herein includes payment for the easement, original construction damages, and payment for trees or all timber, including danger timber, as designated by the Cooperative, on or adjacent to said easement. In addition, the Cooperative agrees to pay actual damages to crops, grass and fences occasioned by the operation, maintenance, repair, rebuild, replacement and patrol of said electric transmission line(s).

The Grantor(s) further agree that all poles, wires, facilities and improvements installed on said easement at the Cooperative's expense shall remain the property of the Cooperative and are removable at the option of the Cooperative.

The Grantor(s) covenant to and with the Cooperative that subject to existing easements and encumbrances of record covering the land and easement hereinabove described, the Grantor(s) are lawfully seized and possessed of said land and have the lawful right and power to grant, bargain, sell and convey said perpetual easement as described herein.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on the 14TH day of AUGUST, A.D., 20 17.

Evelyn Carpenter
Evelyn Carpenter, Managing Member

CORPORATE ACKNOWLEDGEMENT

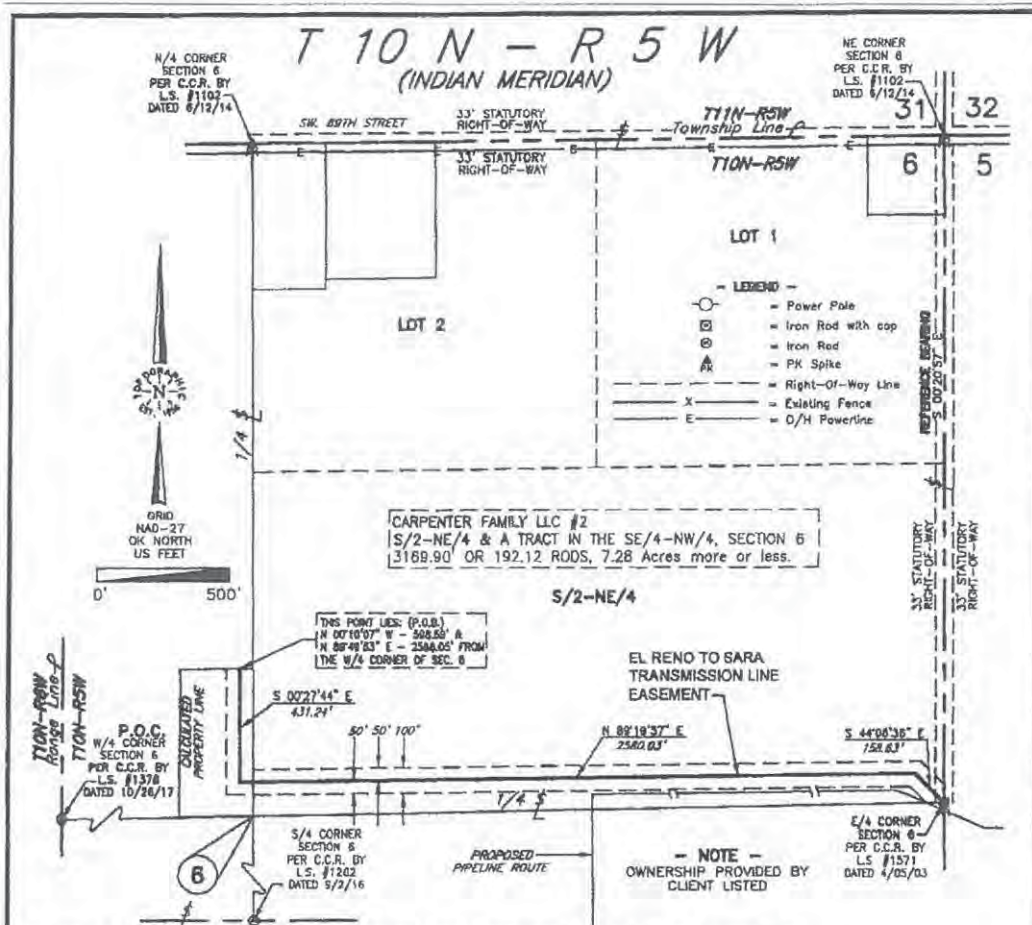
STATE OF OKLAHOMA)
) SS:
COUNTY OF CANADIAN)

This instrument was acknowledged before me on 8-14-2017 by EVELYN CARPENTER as MANAGING MEMBER of CARPENTER FAMILY, LLC #2



Gerald L. Marshall
Notary Public

My commission expires: 8-8-18



CENTERLINE DESCRIPTION: (A TRANSMISSION LINE EASEMENT IN THE N/2 SECTION 6)

A Transmission Line Easement lying in a Tract of Land recorded in Book 3811, Page 361, being a part of the North Half (N/2) of Section 6, Township 10 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma. Said Transmission Line being 50.00 feet on each side of the following described line:

COMMENCING at an Iron Rod for the West (W/4) Corner of said Section 6; THENCE North 00°10'07" West, on the West Line of the NW/4, a distance of 598.59 feet; THENCE North 89°49'53" East, perpendicular to said West Line of the NW/4, a distance of 2586.05 feet to the POINT OF BEGINNING (P.O.B.);

THENCE South 00°27'44" East, parallel with the West Line of the NE/4, a distance of 431.24 feet; THENCE North 89°19'37" East, a distance of 2580.03 feet; THENCE South 44°08'36" East, a distance of 158.63 to and ending at a Railroad Spike for the East Quarter (E/4) Corner of said Section 6.

The sidelines of said easement shall be lengthened or shortened so as to begin and end at the property lines of said tract.

Said Transmission Line Easement containing 3169.90 feet, 192.12 rods, or 7.28 Acres more or less.

The Basis of Bearing for this description is Grid, North American Datum 1927, Oklahoma North Zone, U.S. Feet. The Reference Bearing is the East Line of the Northeast Quarter (NE/4) of said Section 6, being South 00°20'57" East, as shown above attached hereto and made a part thereof.

This description was prepared on December 18, 2017 by Thomas L. Howell, Licensed Professional Land Surveyor Number 1433.

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Thomas L. Howell
 Thomas L. Howell, P.L.S. No. 1433



This plat was prepared exclusively for				SCALE: 1" = 500'
WESTERN FARMERS ELECTRIC COOP				DATE: 12/15/2017
and may not be relied upon by any other party without the written consent of Topographic Land Surveyors of Oklahoma				FILE: E2586872.DWG
NO.	REVISION	DATE	BY	INVOICE: #285222
		12/06/2017	JW	DWG: #123092-E2-586-872
DRAWN BY: JGW				SHEET 1 OF 1
APPROVED BY: DR				



Doc#: R 2018 15635
Bk&Pg: RB 4751 3-24
Filed: 06-06-2018
09:51:45 AM
Canadian County, OK
TMH
EA

TRANSMISSION LINE EASEMENT

22 I

1. The Grantor(s), herein so styled, Candyce F. McCaslin and Victoria V. Fernandez, Co-Trustees of The Wreisner Family Trust, dated November 20, 2002, as amended (1/3), JAMES R. TYLER, JR. (1/4), JOHN A. LANG, III (1/12), STEPHEN T. LANG (1/12) and DAVID B. LANG (1/12), (hereinafter collectively called the "Grantor(s)"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to WESTERN FARMERS ELECTRIC COOPERATIVE, a cooperative corporation organized under the laws of the State of Oklahoma (hereinafter called the "Cooperative"), and to its successors and assigns, a perpetual easement and right to enter upon the lands of the Grantor(s), situated in the County of Canadian, State of Oklahoma, further described as:

A strip of land one-hundred (100) feet wide along the east side of the Northwest Quarter (NW/4) less a tract of land lying in the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 SE/4 NW/4); also the North Eighty-three (83) feet of the Northwest Quarter (NW/4) of Section 6, Township 10 North, Range 5 West, Canadian County, State of Oklahoma. ("Easement Tract")

Including extra footage as needed for guy wires and anchors.

Easement Tract being more particularly described on attached plat.

to erect, operate, maintain, repair, rebuild, replace and patrol on said lands and in and upon all streets, roads, or highways abutting said lands, electric transmission line(s) and appurtenant signal lines, poles, towers, wires, cables and appliances necessary in connection therewith, together with the right of ingress, egress and regress to, over and from said lands for doing anything necessary or useful to the enjoyment of the easement herein granted. Said easement to be located within fifty (50) feet of the centerline of the electric transmission line(s). Specifically included in this electric transmission line easement for the useful enjoyment thereof is the Cooperative's perpetual right to trim, clear and remove brush, timber, structures, improvements and anything deemed by the Cooperative to be a hazard, or potential hazard, located within fifty (50) feet of the centerline of said electric transmission line(s) also to include any danger trees located on or adjacent to the 100 foot right of way, said decision to be exclusively that of the Cooperative.

2. The Grantor(s) hereby agree that they will not construct, nor permit to be constructed, any ponds, lakes, buildings, structures or other improvements upon, over or across said easement without the written consent of the Cooperative, or permit any construction activity or installation that will violate any national, state, city or other code applicable to the electric transmission line(s) or related facilities situated on said easement. Any improvements or structures placed or erected on the easement without the express written consent of the Cooperative shall be considered an encroachment thereon, strictly prohibited, and subject to removal by or at the direction of the Cooperative.

3. The Grantor(s)' compensation as referenced herein includes payment for the easement, original construction damages, and payment for trees or all timber, including danger timber, as designated by the Cooperative, on or adjacent to said easement. In addition, the Cooperative agrees to pay actual damages to crops, grass and fences occasioned by the operation, maintenance, repair, rebuild, replacement and patrol of said electric transmission line(s).

4. The Grantor(s) further agree that all poles, wires, facilities and improvements installed on said easement at the Cooperative's expense shall remain the property of the Cooperative and are removable at the option of the Cooperative.

5. The Grantor(s) covenant to and with the Cooperative that subject to existing easements and encumbrances of record covering the land and easement hereinabove described, the Grantor(s) are lawfully seized and possessed of said land and have the lawful right and power to grant, bargain, sell and convey said perpetual easement as described herein.

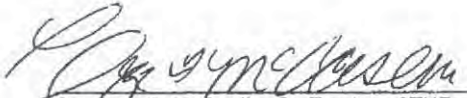
After recording return to: Harvey Land, Inc. P.O. Box 36 Loukeba, OK 73053

Copy 1 of 22
Buck F

6. Grantor(s) and Cooperative agree that this Transmision Line Easement is; (a) subject to the Addendum, marked Exhibit "A", attached hereto and made a part hereof; and (b) if any conflict or discrepancy arises between the terms of the Transmision Line Easement and the Addendum the terms of the Addendum shall control and be binding.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on the 1st day of June, A.D., 2018.

GRANTORS:


 Candyce F. McCaslin, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended

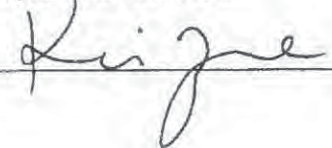
ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss:
 COUNTY OF Maricopa)

On March 22, 2018, before me, Kori Zane, personally appeared CANDYCE H. McCASLIN, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended, who proved to me on the basis of satisfactory evidence by producing her driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



KORI ZANE
 Notary Public - Arizona
 Maricopa County
 Expires 08/31/2018

pg 2 of 22
 BAKE

Victoria Fernandez
Victoria V. Fernandez, Co-Trustee of THE
WREISNER FAMILY TRUST dated
November 20, 2002, as amended

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2018, before me, _____, personally appeared VICTORIA FERNANDEZ, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended, who proved to me on the basis of satisfactory evidence, by producing her driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SEE ATTACHED

3/8/22
Book

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara)

On March 20, 2018 before me, Jennifer Ann Loza, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Victoria V. Fernandez
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document Transmission
Title or Type of Document: Line Easement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____
Additional Information: _____

pg 4 of 22
5-12-18

James R. Tyler, Jr.
JAMES R. TYLER, JR.

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF WARREN) ss:


On April 2, 2018, before me, JAMES H TYLER, JR. personally appeared JAMES R. TYLER, JR., who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah A. Foley (Seal)





JOHN A. LANG, III

ACKNOWLEDGMENT

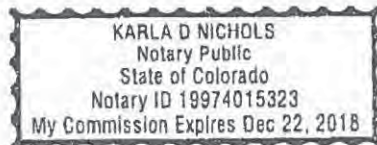
STATE OF Colorado)
COUNTY OF Jefferson) ss:

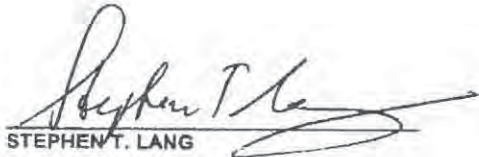
On May 7, 2018, before me, Karla Nichols, personally appeared JOHN A. LANG, III, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)




STEPHEN T. LANG

ACKNOWLEDGMENT

STATE OF Louisiana
COUNTY OF Calcasieu) ss:

On May 11, 2018, before me, Kellie Brossette, ^{Notary} personally appeared **STEPHEN T. LANG**, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kellie Brossette (Seal)
#55455



157822
Book

David B. Lang
DAVID B. LANG

ACKNOWLEDGMENT

STATE OF New York,
COUNTY OF Albany ss:

On May 5, 2018, before me, David B. Lang, personally appeared DAVID B. LANG, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna J. Wellworth (Seal)



DONNA J WELLWORTH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WE6269362
Qualified in Albany County
My Commission Expires 09-24-2020

GRANTEE:

WESTERN FARMERS ELECTRIC COOPERATIVE

By: [Signature]
Name: Kim Sokolowsky
Title: MANAGER

ACKNOWLEDGMENT

State of Oklahoma)
County of Osage) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of June, 2018, personally appeared Kim Sokolowsky, to me known to be the identical person who subscribed the name of WESTERN FARMERS ELECTRIC COOPERATIVE thereof to the foregoing instrument as its Manager, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

[SEAL]

My Commission Expires:



[Signature]
NOTARY PUBLIC
Commission No.: 10007827

pg 9 of 22
BARK

EXHIBIT "A"

ADDENDUM TO TRANSMISSION LINE EASEMENT

This ADDENDUM amends, supplements, is attached to and made a part of the TRANSMISSION LINE EASEMENT ("Easement"), entered into between Grantors, Candyce F. McCaslin and Victoria V. Fernandez, Co-Trustees of the Wreisner Family Trust, dated November 20, 2002, as amended (1/2) JAMES R. TYLER, JR. (1/4), JOHN A. LANG, III (1/12), STEPHEN T. LANG (1/12), and DAVID B. LANG (1/12) (collectively "Grantor"), and Grantee, WESTERN FARMERS ELECTRIC COOPERATIVE ("COOPERATIVE"), a cooperative corporation organized under the laws of the State of Oklahoma. These Addendum provisions are incorporated in and made a part of the Easement. By accepting delivery of the Easement, COOPERATIVE accepts and agrees to the provisions in the Addendum. If any provision contained in the Easement to which this Addendum is attached is in conflict with one or more of the provisions of the Addendum, then the provisions of this Addendum shall prevail and the Easement shall be deemed amended accordingly. The attached Easement is hereby amended and modified as follows:

1. Paragraph 1 of the Easement is hereby amended to read as follows:

INSTALLATION PERIOD: 24 months from execution of the transmission line Easement.

Grantor, for good and valuable consideration, and COOPERATIVE's promise to pay additional damages as set forth below, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto COOPERATIVE a non-exclusive easement to enter, construct, operate and maintain on the Easement Tract a 138kV Transmission Line, overhead lines only, consisting of monopole support structures at a height no lower than 28 feet, not to include the installation of third-party communication equipment or facilities (telecommunication or otherwise) and any facilities (telecommunication or otherwise) are solely limited to COOPERATIVE's use in its operation of the 138kV Transmission Line and for no other purposes, not to include any third-party commercial use, ("Sole Use"). Grantee agrees to and shall construct, maintain and operate the Transmission Line; (i) to insure the minimum clearance provided by law; and (ii) to insure good utilities practices are met as required by state and federal laws and regulations. COOPERATIVE shall be responsible for the continued maintenance of the surface area disturbed and any erosion which may occur as a result of the construction, operation or maintenance of the Transmission Line. COOPERATIVE shall repair or be working diligently to repair any such damage or such erosion. In addition, COOPERATIVE shall compensate Grantor for any damages arising from the Transmission Line operation or maintenance or COOPERATIVE's use of the Easement Tract that occur to Grantor's property, whether within or outside of the Easement Tract, from and after the completion of construction. After installation of the Transmission Line, COOPERATIVE shall not be permitted to add additional monopole support structures in the Easement Tract without Grantor's written consent and the payment of additional damages to Grantor. COOPERATIVE shall not have the right to relocate the monopole support structures after installation and agrees to maintain all lines in the center of the Easement Tract.

The COOPERATIVE shall clear the Easement Tract (above ground only) of all obstructions, but not chemically treat with herbicides, trees or shrubs within the Easement Tract and those trees overhanging the Easement Tract that pose a hazard to the safe operation of the Transmission Line; PROVIDED, HOWEVER, no improvements located on the Easement Tract (including fences and future or present driveways) will be disturbed without Grantor's prior written consent (except in cases of emergency in which case notice will be given by COOPERATIVE to Grantor within twenty-four (24) hours of COOPERATIVE's notice of the emergency) and any damaged improvements shall be promptly repaired by COOPERATIVE in a good and workmanlike manner. Grantor and COOPERATIVE have agreed upon prior written notice to Grantor that during installation of the Transmission Line that COOPERATIVE may cut any fence on the Easement Tract, provided COOPERATIVE at its sole cost installs proper H braces and gates. COOPERATIVE and Grantor agree that any gates on the Easement Tract or used by COOPERATIVE to access the Easement Tract shall be double locked, so that both Grantor and COOPERATIVE shall each independently have their own key and the ability to unlock the gates and use them for access. COOPERATIVE agrees to maintain the security, within the Easement Tract, during the

Installation Period and during all times when COOPERATIVE is conducting activities under the Easement. Further, COOPERATIVE agrees to close any gate COOPERATIVE utilizes on Grantor's property, whether within the Easement Tract or outside of the same, to insure, without limitation, that all livestock are contained and protected, as well as protecting persons.

2. Paragraph 2 of the Easement is hereby amended to read as follows:

Grantor reserves the right to use the Easement Tract in any way that does not unreasonably interfere with COOPERATIVE's Sole Use of the Easement Tract. Grantor shall be permitted to graze livestock and grow crops within the Easement Tract after the COOPERATIVE's construction of the Transmission Line is complete. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across the Easement such roads, streets, parking lots, alleys, railroad tracks, cattle pens, pump driven irrigation systems (excluding windmills), underground telephone cables and conduits, easements, gas, water and sewer pipe lines as will not unreasonably interfere with COOPERATIVE's Sole Use of the Easement Tract.

3. Paragraph 3 of the Easement is hereby amended to read as follows:

If necessary for the installation, operation, or maintenance of the Transmission Line, COOPERATIVE may subject to its duties under Paragraph 5 herein below, after obtaining all necessary third party consents, remove any crops or grasses from the Easement Tract and in such event, COOPERATIVE shall pay to Grantor or other third parties, including Grantor's tenants, the reasonable value of any crops removed or damaged, loss of use, pay all costs to restore the Easement Tract to a suitable condition for planting of crops, shall re-seed any grasses in accordance with the Natural Resource Conservation Service specifications and perform any cleanup required by any regulatory authority, whether within or outside the limits of the Easement Tract, it being the parties' intent that COOPERATIVE will take any and all actions necessary, and pay any and all costs necessary, to cause the condition of the surface of the Easement Tract to be substantially the same as the condition that existed on the date hereof promptly following said activities, and shall pay Grantor or Third-Parties for any actual damages to growing cash crops, loss of use, pasture, livestock, timber located outside the Easement Tract, drain tiles, existing fences, irrigation systems, including but not limited to water wells, pipes or casing, personal property, and/or other agricultural equipment caused by COOPERATIVE's exercise of its rights granted herein. COOPERATIVE shall remove all affected trees within a reasonable time during the Installation Period. All rocks brought to the surface during construction will be removed or buried by COOPERATIVE to achieve the same density and size observed prior to the Transmission Line construction. After installation, COOPERATIVE shall repair any damage within or outside the Easement Tract caused by repairs or maintenance to the Transmission Line promptly following the completion of such activities. If after the restoration of the soil to substantially the same condition as existed prior to such repair or maintenance there is excess soil, rock or other materials (collectively "Excess Materials"), COOPERATIVE shall own and shall remove any Excess Materials from the Easement Tract without any further compensation to Grantor, unless the Excess Materials have a readily ascertainable market value of \$100.00 or greater, in which event COOPERATIVE shall have the right to either (a) leave the Excess Materials on site and disclaim any rights thereto, or (b) pay Grantor the fair market value thereof, less the COOPERATIVE's removal costs. COOPERATIVE shall have no surface rights after the initial installation of the Transmission Line is completed, except for periodic maintenance and repair work, which work shall be contained within the Easement Tract.

4. Paragraph 5 of the Easement is hereby amended to read as follows:

Grantor makes no warranties, either express or implied, regarding the Easement Tract. Grantor shall not be required to provide any title materials and COOPERATIVE shall complete its own title inspections. COOPERATIVE's rights hereunder are expressly made subject to any and all third-party rights, including both surface and subsurface rights, both visible and of record. Likewise, COOPERATIVE shall be responsible for obtaining any and all third-party consents necessary in connection with this instrument (including consents by Tenants, if any), and COOPERATIVE shall pay any and all costs, expenses or damages incurred by any Tenant or other third party as the result of COOPERATIVE's activities under or violation of the terms of the Easement and this Addendum ("Third Party Claims"). COOPERATIVE has knowledge that Grantor in the past has granted

other easements on Grantor's Property. COOPERATIVE agrees it is COOPERATIVE's duty to insure the non-exclusive easement granted herein shall not affect or interfere with those previously granted easements, surface leases, oil and gas leases, agreements or options. Notwithstanding anything contained herein, all consideration received by Grantor shall be fully earned upon receipt and shall not be refundable under any circumstance.

5. A new Paragraph 7 is hereby added to the Easement and shall read as follows:

The terms, conditions, and provisions of this Easement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of Grantor; PROVIDED, HOWEVER, if COOPERATIVE fails to install the Transmission Line before the end of the Installation Period, or fails to utilize or maintain the Transmission Line for any full twenty-four (24) month consecutive period after installation is completed, this shall be considered abandonment by COOPERATIVE of the Easement herein granted and the Transmission Line Utility Easement shall terminate and the Easement Tract shall automatically revert to Grantor without Court intervention and COOPERATIVE, its successors and assigns, shall have no further rights hereunder and shall execute a Release of this Easement at the request of Grantor. In such event, COOPERATIVE shall remove the Transmission Line and repair and restore the Easement Tract to conditions existing prior to COOPERATIVE's installation of the Transmission Line within one hundred twenty (120) days after termination of the Easement and COOPERATIVE shall pay to Grantor or Third-Parties the actual damages incurred in the removal process, as set forth in paragraph 3 and 5.

6. A new Paragraph 8 is hereby added to the Easement and shall read as follows:

The COOPERATIVE may assign all or part of its interests or rights in this Easement to any subsidiary or affiliate of COOPERATIVE upon prior written notice to Grantor without Grantor's consent. For any other assignments, COOPERATIVE shall only assign its interest in this Easement in compliance with this paragraph. COOPERATIVE shall only be permitted to assign its interest in this Easement (a) to another utility company and (b) COOPERATIVE shall obtain the proposed assignee's signed agreement acknowledging it shall be bound by all the terms and conditions of this Easement, then present the assignee's acknowledgment to Grantor.

7. A new Paragraph 9 is hereby added to the Easement and shall read as follows:

COOPERATIVE shall be responsible and liable for any pollutants resulting from its operations on Grantor's property, whether within or outside the Easement Tract, including but not limited to any pond, stream, creek, pasture, timber, flora and fauna, cropland, and underground fresh water zones. It is understood and agreed that COOPERATIVE shall have no right to dispose of deleterious substances on Grantor's property, or let the same run onto Grantor's property, stock tanks, ponds or any natural creek, stream, river, or other body of water. COOPERATIVE agrees at its sole expense to remove all deleterious substances from Grantor's property caused by COOPERATIVE's activities. Should deleterious substances spill or discharge from COOPERATIVE's actions under this Easement, whether accidentally or intentionally, COOPERATIVE shall immediately remediate the spill/discharge in accordance with local, state and federal guidelines and pay damages to Grantor, Grantor's tenants and any other Third-Party for all damage to crops, pasture, soil, flora and fauna, livestock, persons and loss of use of the property, which compensation shall continue until such time as the property is restored to its condition prior to the spill or discharge, unless Grantor and COOPERATIVE shall enter into a settlement agreement, which settlement shall be governed by a separate written agreement between Grantor and COOPERATIVE.

8. A new Paragraph 10 is hereby added to the Easement and shall read as follows:

COOPERATIVE and its successors and assigns shall indemnify Grantor, their heirs, successors, tenants and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses for all claims, including but not limited to Third-Party Claims, arising out of any of the actions of COOPERATIVE and/or its employees, agents, and/or other representatives, including, without limitation, claims regarding the construction, maintenance, repair, use or existence of the Transmission Line, whether incurred within or outside of the Easement Tract. This indemnification shall survive the termination of this Easement and shall be unlimited in time and amount unless contrary to law.

9. A new Paragraph 11 is hereby added to the Easement and shall read as follows:

COOPERATIVE is required to obtain liability insurance, with a reputable carrier, for no less than \$1,000,000.00 of coverage, and COOPERATIVE shall provide Grantor with a copy of the certificate of liability insurance prior to execution of this Easement. COOPERATIVE shall carry this insurance for as long as this Easement is in effect. Upon Grantor's written request from time to time, but no more than once annually, COOPERATIVE shall provide Grantor with a copy of the certificate of liability insurance. COOPERATIVE shall insure that all of its subcontractors and agents performing work on behalf of COOPERATIVE relating to this Transmission Line Easement shall have insurance coverage comparable to COOPERATIVE or be covered by COOPERATIVE's policy. Maintenance by COOPERATIVE of said insurance shall not be considered a limitation on damages to be paid by COOPERATIVE or the indemnity provisions imposed on COOPERATIVE herein.

10. A new Paragraph 12 is hereby added to the Easement and shall read as follows:

COOPERATIVE, its employees, agents or subcontractors are not permitted to hunt, fish or trespass on Grantor's property whether within or outside of the Easement Tract.

11. A new Paragraph 13 is hereby added to the Easement and shall read as follows:

COOPERATIVE has no rights under the Easement to use fresh water from any fresh water sands or strata on Grantor's property.

12. A new Paragraph 14 is hereby added to the Easement and shall read as follows:

Grantor and COOPERATIVE agree that time is of the essence for the performance of all duties, obligations and activities set forth in this Easement.

13. A new Paragraph 15 is hereby added to the Easement and shall read as follows:

If Grantor is acting as a fiduciary, Grantor is executing the Easement solely in its fiduciary capacity. Grantor shall have no liability whatsoever in its separate corporate and/or individual capacity on any agreement, covenant or representation contained herein.

14. A new Paragraph 16 is hereby added to the Easement and shall read as follows:

This instrument may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

15. A new Paragraph 17 is hereby added to the Easement and shall read as follows:

This Easement may only be modified in a separate writing signed by both parties. This Easement shall be governed by and construed under the laws of the State of Oklahoma, excluding any choice of law provisions thereof.

16. A new Paragraph 18 is hereby added to the Easement and shall read as follows:

This Addendum upon its execution by Grantor and COOPERATIVE, is made an integral part of the Easement. If there is any conflict between the terms of this Addendum and the Easement, this Addendum shall be considered the governing document and all other provisions of the Easement not in conflict with this Addendum will remain in full force and effect.

17. A new Paragraph 19 is hereby added to the Easement and shall read as follows:

The Easement and any Addendum may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on the 1st day of June, A.D., 2018.

GRANTORS:

Candyce F. McCaslin
Candyce F. McCaslin, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss:
COUNTY OF Maricopa)

On March 22, 2018, before me, Kori Zane, personally appeared CANDYCE H. McCASLIN, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended, who proved to me on the basis of satisfactory evidence by producing her driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kori Zane

(Seal)



KORI ZANE
Notary Public - Arizona
Maricopa County
Expires 08/31/2018

Victoria Fernandez
Victoria V. Fernandez, Co-Trustee of THE
WREISNER FAMILY TRUST dated
November 20, 2002, as amended

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2018, before me, _____, personally appeared
VICTORIA FERNANDEZ, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as
amended, who proved to me on the basis of satisfactory evidence, by producing her driver's license, to be the person
whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity,
and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SEE ATTACHED

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara)

On March 20, 2018 before me, Jennifer Ann Loza, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Victoria V. Fernandez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document: Exhibit "A" Addendum to Transmission Line
Title or Type of Document: Easement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____
Additional Information: _____

James R. Tyler, Jr.
JAMES R. TYLER, JR.

ACKNOWLEDGMENT

STATE OF New York)
) SS:
COUNTY OF Warren)

On April 2, 2018, before me, JAMES H TYLER, JR. personally appeared **JAMES R. TYLER, JR.**, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah A. Foley (Seal)

DEBORAH A. FOLEY
Notary Public, State of New York
No. 01FO069178
Qualified in Warren County
My Commission Expires 01/22/20

DEBORAH A. FOLEY
Notary Public, State of New York
No. 01FO069178
Qualified in Warren County
My Commission Expires Jan. 22, 20


JOHN A. LANG, III


ACKNOWLEDGMENT

STATE OF Colorado)
) ss:
COUNTY OF Jefferson)

On May 7, 2018, before me, Karla Nichols, personally appeared JOHN A. LANG, III, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)

KARLA D NICHOLS
Notary Public
State of Colorado
Notary ID 19974015323
My Commission Expires Dec 22, 2018

Stephen T. Lang
STEPHEN T. LANG

ACKNOWLEDGMENT

STATE OF Louisiana)
COUNTY OF Calcasieu) ss:

On May 11, 2018, before me, Kellie Brosseau NOTARY, personally appeared **STEPHEN T. LANG**, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kellie A. Brosseau (Seal)
#55455



David B. Lang
DAVID B. LANG

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Albany) ss:

On May 5, 2018, before me, Donna J. Lang, personally appeared DAVID B. LANG, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna J. Wellworth (Seal)



DONNA J WELLWORTH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WE6269382
Qualified in Albany County
My Commission Expires 09-24-2020

GRANTEE:

WESTERN FARMERS ELECTRIC COOPERATIVE

By: [Signature]
Name: Kim Sokolosky
Title: R/W Agent

ACKNOWLEDGMENT

State of Oklahoma)
County of Caddo) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of June, 2018, personally appeared Kim Sokolosky, to me known to be the identical person who subscribed the name of WESTERN FARMERS ELECTRIC COOPERATIVE thereof to the foregoing instrument as its Manager, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

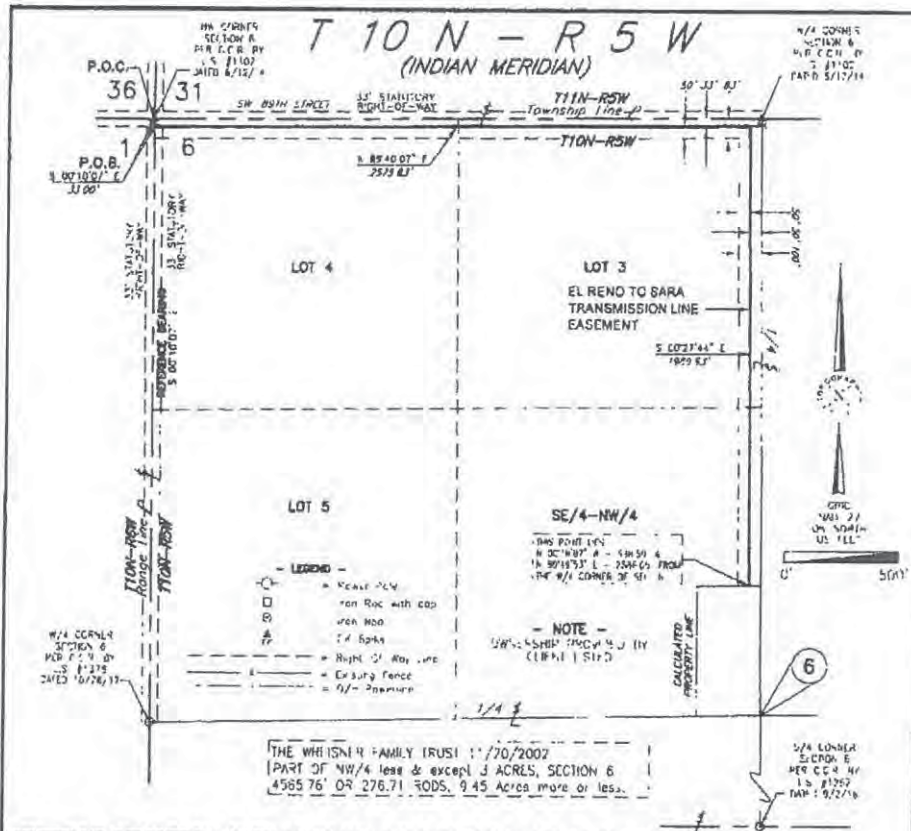
[SEAL]

My Commission Expires:

[Signature]
NOTARY PUBLIC
Commission No.: 1000 7827



RECORDER'S MEMORANDUM
 At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.



CENTERLINE DESCRIPTION: (A TRANSMISSION LINE EASEMENT IN THE NW/4 SECTION 6)

A Variable Width Transmission Line Easement lying in a Tract of Land recorded in Book 4258, Page 70, being a part of the Northwest Quarter (NW/4) of Section 6, Township 10 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma. Said Transmission Line being more particularly described by the following line: COMMENCING at a "K" Spike for the Northwest Corner of said Section 6, THENCE South 00° 0' 0" East, on the West Line of said NW/4, a distance of 33.00 feet to the POINT OF BEGINNING (P.O.B.); THENCE with an 83.00 foot Right-of-Way being 33.00 feet on the left and 50.00 feet on the right side, North 89° 40' 0" East, a distance of 2575.83 feet to a change in Right-of-Way being 50.00 feet on the left and 50.00 feet on the right; THENCE South 00° 27' 44" East, parallel with the East Line of the NW/4, a distance of 1989.81 feet and ending at a point on the South Line of said Tract of Land, said point being North 00° 10' 07" West, on the West Line of the NW/4, a distance of 598.59 feet and North 89° 49' 51" East, perpendicular to said West Line of the NW/4, a distance of 2586.05 feet from an Iron Nail for the West Quarter (W/4) Corner of said Section 6. The boundaries of said easement shall be lengthened or shortened as is to begin and end at the property lines of said tract.

Said Transmission Line Easement containing 4565.76 feet, 276.71 rods, or 9.45 Acres more or less.

The basis of Bearing for this description is Grid, North American Datum 1927, Oklahoma North Zone, U.S. Feet. The Reference Bearing is the West Line of the Northwest Quarter (NW/4) of said Section 6, being South 00° 0' 0" East, as shown above attached hereto and made a part hereof.

This description was prepared on December 18, 2011 by Dan W. Rogers, Licensed Professional Land Surveyor Number 1200.

SURVEYOR'S CERTIFICATE:

Dan W. Rogers, Oklahoma Licensed Professional Land Surveyor, No. 1200, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Dan W. Rogers
 Dan W. Rogers, P.L.S. No. 1200



NO. REV. DATE BY		SCALE 1" = 500'	
SURVEY BY JW 12/06/2011		DATE 12/19/2011	
DRAWN BY JGW		FILE E2586067 LW6	
APPROVED BY DR		INSTR. NO. #275277	
WESTERN FARMERS ELECTRIC COOP		DWC #123017 12 N86-057	
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA		SHEET 1 OF 1	
8708 N. Dawson, Lawton, OK 73118 (800) 843-1847			
Certificate of Authorization No. 1293 LS			

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 for