

Cover page for:

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

Preliminary title insurance schedules prepared by:

Community Escrow & Title Co.

(File Number: SW210420251)

**Auction Tracts 1 - 4
(Payne County, Oklahoma)**

For July 29, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Winfred A. Evans



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

American Eagle Title Insurance Company

Schedule A

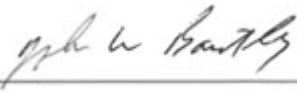
Transaction Identification Data for reference only:

Issuing Agent: Community Escrow & Title Co.	Issuing Office: 623 South Lewis, Stillwater, OK 74074
Issuing Office's ALTA® Registry ID: 1077777	Loan ID No.:
Commitment No.: SW210420251	Issuing Office File No.: SW210420251
Property Address: 2114 S. Fairgrounds Rd., Stillwater, OK 74074	
Revision No.:	

SCHEDULE A

1. Commitment Date: May 6, 2021 at 07:45 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: TBD
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
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, at the Commitment Date, vested in:
Winfred A. Evans
5. The Land is described as follows:
SEE SCHEDULE A (CONTINUED) ATTACHED HERETO

Community Escrow & Title Co.

By: 

Community Escrow & Title Co. Lic #10011514,
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

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; 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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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY American Eagle Title Insurance Company
Schedule BI & BII	

Commitment No.: SW210420251

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.
 - a. Warranty Deed from Winfred A. Evans, reflecting his marital status and joined by spouse, if any, to TO BE DETERMINED.
 - b. Mortgage from TO BE DETERMINED to TO BE DETERMINED, securing the principal amount of \$0.00.
5. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.
6. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
7. Return properly executed Seller/Owner 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.
8. Pay the agreed amount for the estate or interest to be insured.
9. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.
10. Final policy cannot be issued, unless abstract certificate date, which is at May 6, 2021, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.

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SCHEDULE BI & BII
(Continued)

11. Additional Requirements may be made, once the insured owner is identified.
12. ****24 Month Chain of Title**** The current record owner, as shown on Schedule A herein, has been in continuous and uninterrupted title since January 8, 2020, by way of a Quit Claim Deed recorded in Book 2546, page 1.
13. There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of an Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties to the contemplated transaction. Contact the Company prior to closing as additional requirements and/or exceptions may be added based on the facts and circumstances of the transaction.

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 Record.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. The Standard Exceptions (2, 3, 4 and 5 above) may be eliminated in the Policy upon meeting the requirements of the Company.
7. Ad valorem taxes for Year 2021 amount of which is not ascertainable, due or payable.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

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SCHEDULE BI & BII
(Continued)


9. 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
10. Water rights, claims or title to water, whether or not shown by the public records.
11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Right of Way in favor of Champlin Refining Company, recorded on January 7, 1946, in Book 82 Misc., page 35, and further assigned. Partial Release recorded on January 29, 1974, in Book 132 RR, page 475. Agreement to allow clearing of timber and shrubbery within right of way area, recorded on June 1, 1953, in Book 113 Misc. page 180.
13. Right of way Easement in favor of Central Rural Electric Cooperative, recorded on June 18, 1979, in Book 444, page 166.
14. Right of way Easement in favor of Central Rural Electric Cooperative, recorded on March 27, 1989, in Book 925, page 488.
15. Right of Way in favor of Fifty One East Water, Inc., recorded on September 23, 2013, in Book 2129, page 127.
16. Telecommunications Right of Way Easement in favor of K-PowerNet, LLC, recorded on October 11, 2016, in Book 2359, page 278.

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	ALTA Commitment for Title Insurance
	ISSUED BY American Eagle Title Insurance Company
Schedule A (Continued)	

File No.: SW210420251

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

A tract of land in the Northeast Quarter (NE/4) of Section 29, Township 19 North, Range 3 East, I.M., Payne County, State of Oklahoma, more specifically described as beginning from the Northeast Corner of the Northeast Quarter (NE/4) of Section 29, Township 19 North, Range 3 East; thence West 579.18 feet; thence South 1320 feet; thence East 579.18 feet; thence North 1320 feet, to the Point of Beginning.

The undersigned,
(Camp A. Jones)

GRANT OF RIGHT OF WAY

To

DATED: May 3rd, 1928

FILED: January 7, 1946 at 11:35 A.M.

Champlin Refining Company

RECORDED: 82 Misc., Page 35

FOR AND IN CONSIDERATION OF Forty No/100 DOLLARS, to the under-
signed in hand paid, receipt of which is hereby acknowledged, I or we
do hereby grant to CHAMPLIN REFINING COMPANY, its successors or
assigns, the right of way to lay, maintain, operate and remove a pipe
line for the transportation of oil, gas, and water or any of them,
on, over or through the following described lands, to-wit:

The North One half ($\frac{1}{2}$) of the NorthEast Quarter of Section 29,
Township 19- -,Range 3 East,

with ingress and egress at all times to and from same. Said Grantor
to fully use and enjoy said premises except for purposes hereinbefore
granted to grantee herein, which grantee hereby agrees to pay any
damages which may arise from maintaining and operating of said pipe
line; said damage, if not mutally agreed upon, to be ascertained and
determined by three disinterested persons, one thereof to be appointed
by said grantor, heirs or assigns, one by said grantee, its successors
or assigns and the third by the two so appointed, and the award of
such three persons shall be final and conclusive. And it is hereby
further agreed that said grantee may at any time lay additional lines
of pipe alongside of first line as herein provided, upon payment of
like consideration, and subject to same conditions; also to have right
to change size of its pipes, damages to crops, if any, in making such
change, to be paid by said grantee.

TO HAVE AND TO HOLD, said easement unto said CHAMPLIN REFINING
COMPANY, its successors and assigns, so long as same shall be useful
for the purpose desired of by said grantee, which by acceptance hereof
covenants and agrees with grantor that the pipe line shall be buried
so as not to interfere with cultivation of premises.

WITNESS MY HAND 3rd day of May, 1928.

Paid \$40.00
Check #21152

Camp A. Jones

82 Misc., Page 35-Cont'd.....

ACKNOWLEDGED:

May 3, 1928

By Camp A. Jones

Before Eldon Long, Notary Public in and for
Tulsa County, State of Oklahoma. (SEAL)

My commission expires on the 18 day of July, 1929.

475

BOOK 132RR PAGE 475

FILED FOR RECORD JAN 29 1974 9:05 AM JOHN HOWARD, CO. CLERK

581

PARTIAL RELEASE OF EASEMENT

WHEREAS by an instrument bearing the date of January 7, 1946, filed in the office of the County Clerk of Payne County, in Book 32 Misc. at page 35, Camp A. Jones, et al, did grant unto Champlin Refining Company a certain easement for pipeline purposes on the N/2 of NE/4 Sec. 29, T 19 N, R 3 E of I. M. , Payne County, Oklahoma, and whereas said easement was assigned to Champlin Petroleum Company, a corporation, by an instrument filed in the office of the County Clerk of Payne County, Oklahoma, on the 4th day of January, 1965, recorded in Book 87 AR at page 165 and whereas said easement was further assigned by Champlin Petroleum Company, a corporation to Bigheart Pipeline Corporation, a corporation, by an instrument dated December 29, 1972, and filed in the office of the County Clerk of Payne County, Oklahoma, recorded in Book 98 AR at page 463 and whereas said Bigheart Pipeline Corporation, a corporation, desires to partially relinquish, and release said easement of record;

And, whereas, by an instrument in writing, bearing the date of the 1st day of June, 1953, recorded in the office of the County Clerk of Payne County, Oklahoma, in Book 113, Misc. , at page 180, Claude A. National et al, did grant unto Cimarron Valley Pipe Line Company a pipeline easement on the N/2, NE/4 Sec. 29, T 19 N, R 3 E of the I. M. , and whereas Cimarron Valley Pipe Line Company assigned to Champlin Refining Company the said easement by an instrument filed in the office of the County Clerk of Payne County, Oklahoma, in Book 197 Misc. , at page 556, and whereas on January 4, 1965, Champlin Oil and Refining Company assigned said easement to Champlin Petroleum Company, a corporation, by an instrument filed in the office of the County Clerk of Payne County, Oklahoma, recorded in Book 87AR at page 168, and whereas Champlin Refining Company assigned said easement to Champlin Oil and Refining Company by an instrument filed in the office of the County Clerk of Payne County, Oklahoma, in Book 128 AR at page 537, and whereas on the 29th day of December, 1972,

Champlin Petroleum Company, a corporation assigned to Bigheart Pipeline Corporation, a corporation said easement by an instrument filed in the office of the County Clerk of Payne County, Oklahoma, in Book 98 AR at page 463.

WITNESSETH: That in consideration of the sum of Ten Dollars and no/100 (\$10.00) the receipt of which is hereby acknowledged, the said Bigheart Pipeline Corporation, a corporation, does hereby by these present remise, release, relinquish and forever quit claim unto the present owners thereof, their heirs, assigns all right, title and interest in and unto said easement which Bigheart Pipeline Corporation, a corporation has in, over/under, through and across the following described property:

The North Half (N/2) of the Northeast Quarter (NE/4), Section Twenty-nine (29), Township Nineteen (19) North, Range 3 East of the Indian Meridian, Payne County, Oklahoma except for a strip of land 110' in width along the East boundary of the said North Half (N/2) of the Northeast Quarter (NE/4), Section Twenty-nine (29), Township Nineteen (19) North, Range 3 East of the Indian Meridian, Payne County, Oklahoma

which Bigheart Pipeline Corporation, a corporation, hereby specifically reserves to itself, its successors and assigns for use as hereinbefore granted by the original grants of easements.

IN WITNESS whereof, Bigheart Pipeline Corporation, as hereunto sets its hand this 27th day of December, 1973.

BIGHEART PIPELINE CORPORATION,
a corporation

By [Signature]
Senior Vice President

[Signature]
Assistant Secretary

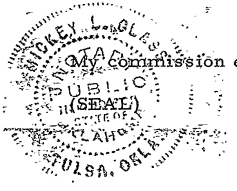
BOOK 132RR PAGE 477

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

On this 27th day of December, 1973, before me, a Notary Public in and for the said County and State, personally appeared James G. Glass to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Senior Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

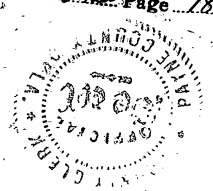
Archie L. Shaw
Notary Public



My Commission expires: 2-15-77

150

Filed for record JUN 1 1953 at 9:13 AM John Howard, Co. Clerk. Book 113 Page 180
3709



AGREEMENT

THIS AGREEMENT made this 22 day of April 1952, between Claude A. Nelson ~~XXXXXX~~, herein termed Owner and Cinnarron Valley Pipe Line Company, herein termed Company;

WHEREAS Company holds a pipe line right-of-way easement over and across the lands of the Owner situated in Payne County, Oklahoma, described as follows, to-wit:

North 1/2 Northeast 1/4 Section 29 Township 19 North Range 3 East
The above described property is not grantors statutory homestead.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, cash in hand paid by Company to Owner, the receipt and adequacy of which is hereby acknowledged, the said Owner hereby grants permission and license to Company to clear the timber and shrubbery off of a strip approximately 10 feet wide, or less, along the route of said pipe line right-of-way, and to keep said strip cleared of timber and shrubbery by the use of chemicals or mechanical means as often as necessary for as long as the said pipe line easement is in force, and Owner hereby grants Company the right of ingress and egress for all such purposes.

Company agrees to perform the work at its own expense and to gather and burn on the premises or otherwise dispose of all timber and shrubbery cut by Company.

Owner agrees that the consideration hereinabove recited shall constitute payment in full to Owner for all damages to the said property on account of the work described hereinabove. Owner agrees to settle with tenant, if any there be, and agrees to save Company harmless from any claims of said tenant on account of said work.

Book 112 Mac Page 181

THIS AGREEMENT shall inure to and be binding upon the parties hereto their heirs, successors or assigns.

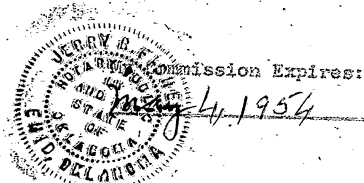
Claude A. Nation

Owner

STATE OF Oklahoma
COUNTY OF Noble

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22 day of April, 1953, personally appeared Claude A. Nation, ~~at his residence~~ to me well known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Jerry R. Fisher
Notary Public



6794

CENTRAL RURAL ELECTRIC COOPERATIVE

BOOK 444 PAGE 166

BOX 991
STILLWATER, OKLAHOMA
FILED FOR RECORD JUN 18 1979 11:45 pm
Linda Padden, County Clerk

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned, (whether one or more) Bob Hester

(unmarried) (husband or wife) for a consideration of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the Central Rural Electric Cooperative, a cooperative corporation, whose post office address is Stillwater, Oklahoma, and to its successors or assigns a perpetual easement over, across, under and through the land of the undersigned grantor(s) above situated in the county of Nowata State of Oklahoma, being described as follows:

NE 1/4



in Sec. 29, Twp. 14N, Rge. 3E, together with the right of ingress and egress over the adjacent lands of the above grantor(s) successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative the right to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above-described land and/or under or upon all streets, roads or highways abutting said lands, an overhead or underground electric transmission or distribution line or system, to excavate for such purposes, and to cut, trim and control by chemical means, machinery or otherwise, trees, shrubbery and timber including nut trees, that may interfere with or threaten to endanger the operation of said line or system, including all trees and shrubs which may be damaged incidentally and necessarily result from the means of control employed to a distance of ten feet in each direction from said line or system, or to such further distance as the Cooperative may find necessary to keep such line or system clear.

This easement shall be 20' feet in width, which is described as follows: Parallel to, and adjoining the 320' (1/2 mile) wide road ~~and the necessary easement to serve the premises.~~ along from road (Property boundary section line - highway) of said property above described and the necessary easement to serve the premises.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, 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 at any time.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17 day of April, 19 79.
Robert L. Hester (L. S.)

Signed, sealed and delivered in the presence of: Bill C. Damm (L. S.)

State of Oklahoma Nowata
County of Nowata

Before me, the undersigned Notary Public within and for the above County and State, on this 17 day of April, 19 79, personally appeared Robert L. Hester

known to be the identical person he who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year above written.

Bill C. Damm
Notary Public

My Commission expires: Nov. 7, 1982
Residing at: 508 S. Pine Stillwater OK

Engineer: 002608

MAR 27 1 15 PM '92

Account No. 24 29 02

ORIGINAL

PAYNE COUNTY

Applicant: _____

BOOK PAGE

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

925 488

we, the undersigned, (whether one or more) Ruby Clairee Evans (unmarried) (husband or wife) for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors or assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the county of Payne, State of Oklahoma, being described as follows:

The Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 29, Township 19 North, Range 3 East, Payne County, State of Oklahoma, more specifically beginning from the Northeast Corner of the Northeast Quarter (NE/4) of Section 29, Township 19 North, Range 3 East; thence West 579.18 feet; thence South 1320 feet; thence East 579.18 feet; thence North 1320 feet, to the point of beginning, containing 17.55 acres more or less



in Sec. 29, Twp. 19N, Range 3E, together with the right of ingress and egress over the above lands of the above grantor(s) successors and assigns for the purpose of this easement, and grant by an easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way existing established and existing on or across said premises or adjoining the same or adjacent thereto, an underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to cut, trim and control by chemical or mechanical means trees, shrubbery, and other vegetation that may interfere or threaten or endanger the operation of said line of system.

This easement shall be 20 feet in width, which is described as follows:

and 10 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or respacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 29 day of December, 19 88

GRANTOR

Ruby Clairee Evans

ACKNOWLEDGMENT
Individual/Corporate



STATE OF OKLAHOMA
COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on the 29 day of December 19 88, personally appeared

Ruby Clairee Evans

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

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the day and year last above written.

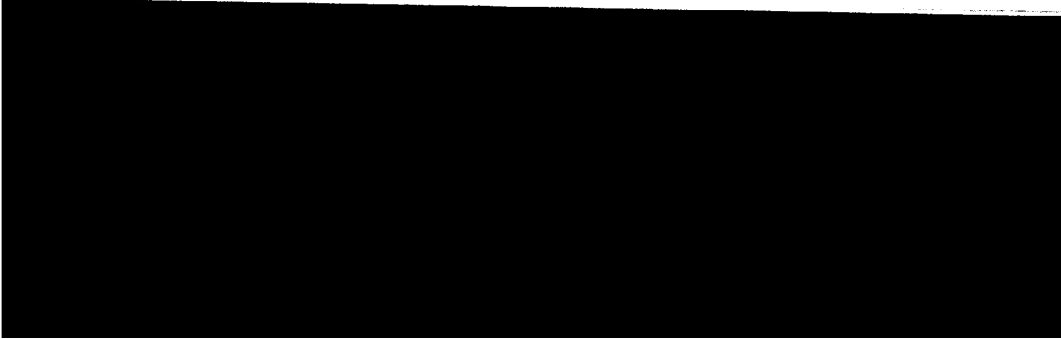
My Commission Expires:

10/5/92

Lisa Drumm
Notary Public
Residing at:
Stillwater

Please return to Central Rural Electric Cooperative, P. O. Box 1809, Stillwater, OK 74076.

gaw



1-2013-016736 Book 2129 Pg: 127
09/23/2013 9:16 am Pg 0127-0129
Fee: \$ 0.00 Doc: \$ 0.00
Glenna Craig - Payne County Clerk
State of Oklahoma



UNITED STATES DEPARTMENT OF AGRICULTURE
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Winfred Evans and Ruby Clairlee Evans, husband and wife**, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **51 East Water, Inc.**, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances, more particularly described in instrument recorded in **Book 0828, Page 0136**, Records Book, Payne County, Oklahoma, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, and be parallel and adjacent to the public road(s).

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement parallel and adjacent to the public road(s) as described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 20 feet in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

3788
n/c

1-2013-016736 Book 2129 Pg. 128
 09/23/2013 9:16 am Pg 0127-0129
 Fee: \$ 0.00 Doc: \$ 0.00
 Glenna Craig - Payne County Clerk
 State of Oklahoma

IN WITNESS WHEREOF the said Grantor(s) have (has) executed this instrument this 13th day of August, 2013.

Ruby Clairlee Evans
Winfred Evans

ACKNOWLEDGMENT

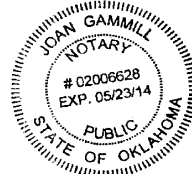
STATE OF OKLAHOMA)
) §
 COUNTY OF PAYNE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Winfred Evans and Ruby Clairlee Evans** known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 13th day of August, 2013.

Joan Gammill
 Notary Public

My commission expires: 05/23/14



(Seal)

When Recorded – Mail To:

51 East Water, Inc.
 420 S Union Rd
 Stillwater, OK 74074

013186

Nov 17 4 19 PM '86

800K PAGE

OKLAHOMA Documentary Tax 27.00

PAYNE COUNTY 828 136

WARRANTY DEED (Statutory Form - Individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT John Pace, Jr. and Pearl May Pace, husband and wife

part 1e of the first part, in consideration of the sum of \$10.00 dollars,

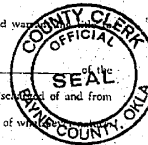
and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Ruby Clairlee Evans

part y of the second part, the following described real property and promises situate in Payne County, State of Oklahoma, to-wit:

The Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 29, Township 19 North, Range 3 East, Payne County, State of Oklahoma, more specifically beginning from the Northeast Corner of the Northeast Quarter (NE/4) of Section 29, Township 19 North, Range 3 East; thence West 579.18 feet; thence South 1320 feet; thence East 579.18 feet; thence North 1320 feet, to the point of beginning, containing 17.55 acres, more or less. Additionally, we grant, bargain, sell and convey all right, claim and title to all mineral interest we now own in Section 29, Township 19 North, Range 3 East, Payne County, Oklahoma.

together with all the improvements thereon and the appurtenances thereto belonging, and warrants the same.

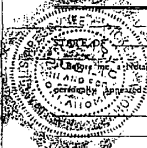
TO HAVE AND TO HOLD said described premises unto the said party second part her heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.



Signed and delivered this 10th day of October 19 86

Handwritten signature: Pearl May Pace

INDIVIDUAL ACKNOWLEDGMENT



John Pace, Jr. and Pearl May Pace, husband and wife

they received the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written. My commission expires 3-16-90 Deanna J. Peden Notary Public

12013-018736 Book 2129 Pg. 129 09/23/2013 9:16 am Pg 0127-0129 Fee \$ 0.00 Doc \$ 0.00 Clerk: Craig Payne County Clerk State of Oklahoma

*Attention: Page Repeat Refile



I-2016-012897 Book: 2359 pg: 278
10/11/2016 1:34 PM pgs: 278 - 281
Fees: \$19.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

MW

PROJECT: Central Electric Easement

TRACT#: 40-119-21288-2

TELECOMMUNICATIONS RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **Ruby Clairlee Evans**, a single women, whose address is **14209 Coldron, Perkins, OK 73077**, hereinafter referred to as "GRANTOR", (whether one or more), does hereby grant, bargain, sell and convey unto, **K-PowerNet, LLC.**, an Oklahoma Limited Liability Company organized and existing under the laws of the State of Oklahoma (hereinafter called "**K-PowerNet**"), whose principle address is at 500 South KAMO Drive, Vinita, Oklahoma 74301 and to its successors, lessees, licensees or assigns, an easement and right of way upon, over, under, above and across the lands of the Grantor, described herein with the perpetual right, privilege and authority to enter upon said easement, more precisely described below, for telecommunication purposes including, but not limited to, the right to construct, reconstruct, remove, install, replace, repair, patrol, operate and maintain [underground and/or aerial] RCE (initial) telecommunication lines for internal and commercial purposes and all necessary equipment and appurtenances thereto including telecommunications equipment (hereinafter "Systems"), with the perpetual rights of ingress and egress thereto on, over, and across the following described property of the Grantor, including the right to install and maintain gates on the easement itself, situated in the County of **Payne**, State of Oklahoma.

Further Described in Exhibit "A" attached hereto and to be made a part herein.

A STRIP OF LAND 10 FEET WIDE FOR EASEMENT PURPOSES BEING SITUATED IN PART OF THE NE1/4 NE1/4 OF SECTION 29, T-19-N, R-3-E, OF THE I.M. PAYNE COUNTY, OKLAHOMA, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE1/4 NE1/4 OF SECTION 29; THENCE N02°50'47"W A DISTANCE OF 1322.44 FEET TO THE POINT OF BEGINNING; THENCE N00°04'25"W A DISTANCE OF 37.91 FEET; THENCE N00°39'49"W A DISTANCE OF 464.98 FEET; THENCE N00°17'49"W A DISTANCE OF 220.45 FEET; THENCE N00°26'49"W A DISTANCE OF 572.07 FEET; THENCE N06°16'57"E A DISTANCE OF 26.57 FEET TO A POINT ON THE NORTH LINE OF SAID NE1/4 NE1/4 OF SECTION 29, AND THE POINT OF TERMINATION; SAID POINT BEING S88°25'08"W A DISTANCE OF 51.74 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 29;

Return to: 10830 E. 45th St. Ste: 405
Otis Brewer Tulsa, OK 74146

(4) 14/8

Grantor hereby consents that Grantee's use and enjoyment of the easement shall include the perpetual right, privilege and authority to license, permit or otherwise agree to the use by third parties of the telecommunications capacity of the underground and/or aerial fiber optic line and/or lines.

Said Grantee agrees to save Grantor harmless from any and all damages that may result from its negligence in the exercise of the rights herein granted. No delay in exercising any or all the rights granted herein to the Grantee shall be interpreted to be a surrender of any of the said rights or abandonment of the easement rights granted herein.

The undersigned, for themselves, their respective heirs, successors and assigns, warrant that they are the owners of the real estate herein encumbered and have the right to make this conveyance and receive the payment therefore; and covenant that **K-PowerNet**, its successors, lessees, licensees and/or assigns, may quietly enjoy the premises for the uses herein stated, and that they will not create any obstruction which may endanger or interfere with the construction, operation and maintenance of said Systems. Also, that the consent of no other party having any interest in the real estate is necessary in order for **K-PowerNet**, its subsidiaries, parent companies, affiliates, successors, lessees, licensees, and/or assigns, to enjoy the benefits of the easement conveyed herein.

The Grantor [~~does/does not~~] RCE (initial) hereby grant, bargain, sell and convey to K-PowerNet the perpetual right, privilege and authority to cut, trim and use EPA approved agricultural type broad leaf herbicide for control of timber, trees, shrubbery, and brush located within the easement tract in order to protect the operation and integrity of the Systems; and the Grantor [~~does/does not~~] RCE (initial) grant K-PowerNet the right of ingress and egress to, from and over Grantor's real estate lying adjacent to the Easement from and to public, private or other roads or access points as shall be necessary or convenient for access to and for the use of the Easement herein granted. **K-PowerNet** [~~shall/shall not~~] RCE (initial) have the right to alter or reconstruct said Systems and their appurtenances, and add such necessary guywires or structures in the future as deemed necessary by **K-PowerNet's** design engineer without future re-negotiation of the terms of the easement with Grantor. **K-PowerNet** is also granted the perpetual right, privilege and authority to clear and keep cleared, and to require the landowner and/or occupant of the Easement to clear and keep cleared, all structures, buildings, improvements and fire hazards located within the Easement. The landowner or the occupant of the Easement area will make no use of, nor permit others to make any use of, the lands within the Easement that would reduce the line clearance or in any other way interfere with the proper and safe operation or maintenance of the Systems.

Grantor agrees that all fiber optic lines, fiber optic equipment, and appurtenances installed on the above described lands shall remain the property of the Grantee.

Grantor states and acknowledges that this instrument embodies the whole agreement between the Grantor and **K-PowerNet** and that no representation, promise or agreement not expressed herein has been made to induce the Grantor to execute and deliver this instrument. Grantor further states that Grantor has read and fully understands the whole of the foregoing instrument.

This instrument may be executed in any number of and at various times and places by the parties hereto and be deemed an original instrument and together constitute one agreement.

IN WITNESS WHEREOF, we have set our hands this 17th day of September, 2016.

GRANTOR:

Ruby Clairlee Evans
Ruby Clairlee Evans

OKLAHOMA ACKNOWLEDGMENT – SINGLE INDIVIDUAL

STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public in and for said State, on this 17th day of September, 2016, personally appeared Ruby Clairlee Evans and _____, husband and wife, to me known to be the identical persons who subscribed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

G W

Notary Public

(SEAL)

Commission Number / Expiration Date

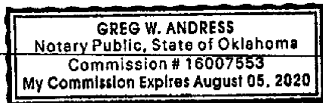
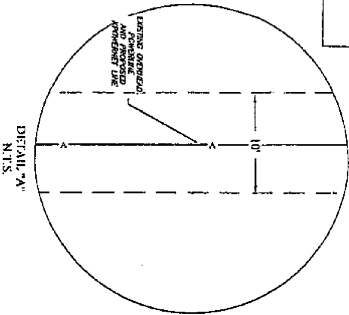
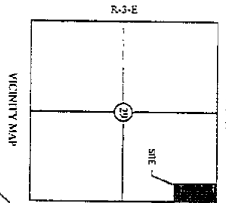
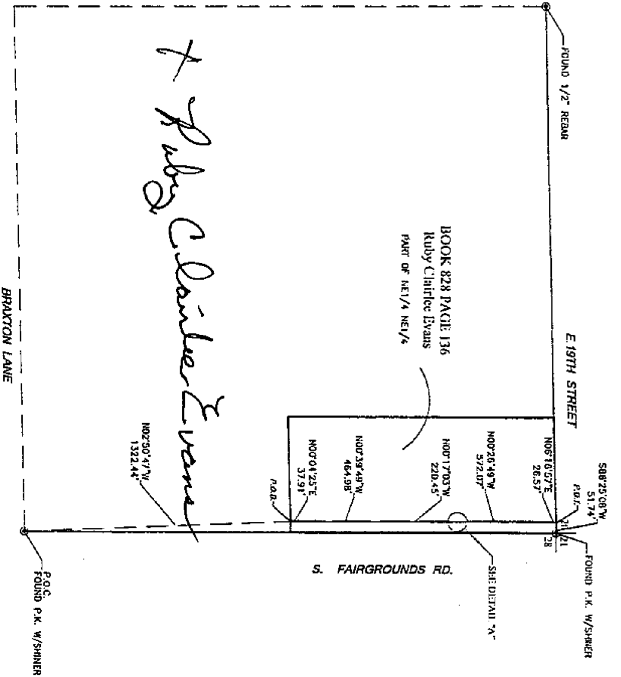


EXHIBIT "A"
 PART OF THE NE 1/4 NE 1/4 OF SECTION 29, T-19-N, R-3-E, OF THE 1.M.
 PAYNE COUNTY, OKLAHOMA



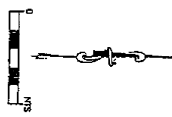
PASSENT DESCRIPTION
 A STRIP OF LAND TO BE SET APART FOR PASSENT PURPOSES BEING SITUATED IN PART OF THE NE 1/4 NE 1/4 OF SECTION 29, T-19-N, R-3-E, OF THE 1.M. PAYNE COUNTY, OKLAHOMA, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED BY METES AND MEASURES AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 NE 1/4 OF SECTION 29, BEARING N89°07'17" W A DISTANCE OF 123.44 FEET TO THE POINT OF BEGINNING; THENCE N60°26'48" W A DISTANCE OF 220.24 FEET; THENCE N02°01'23" E A DISTANCE OF 372.00 FEET; THENCE S88°25'05" W A DISTANCE OF 588.25 FEET TO A POINT ON THE NORTH LINE OF SAID NE 1/4 NE 1/4 OF SECTION 29 AND THE POINT OF BEGINNING; THENCE S88°25'05" W A DISTANCE OF 517.74 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 29;
 SAID EXHIBIT BEING 1,321.69 FEET AND CONTAINING 1,123.9 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.



Ruby Chandler Evans

BOOK 828 PAGE 136
 Ruby Chandler Evans
 PART OF NE 1/4 NE 1/4

NOTICE OF RESURRECTION
 I, **Glenn A. Edwards**, Licensed Professional Land Surveyor in the State of Oklahoma, having reviewed the plat of the above described land and the original survey thereon, and the same being correct and conforming to law, do hereby certify that the same is true and correct. This certification is given for the purpose of enabling the owner of the above described land to cause the same to be recorded in the public records of the State of Oklahoma. This certification is given in accordance with the provisions of the Oklahoma Statutes, Title 10, Section 10-101.



I-2016-012897 Book: 2359 pg: 281
 10/11/2016 1:34 PM pgs: 278 - 281
 Fees: \$19.00 Doc: \$0.00
 Glenna Craig, Payne County Clerk
 Payne County - State of Oklahoma

DATE	DATE	REVISION

Central Electric Engineers, Stillwater

Golden
 Field Services, Inc.
 Oklahoma