

Home Site & Development LAND AUCTION

Wagoner County, OK on E 71st (Kenosha) Street!

Outstanding Development Potential

Intersection of E 71st (Kenosha) & S 305th E Ave

Gorgeous Potential Home Sites!

Coweta School District

Outside City Limits

160[±] acres

offered in **10**
Desirable Tracts

from 10 to
70[±] acres



in cooperation with



THE JONES TEAM
COLDWELL BANKER
SELECT

SchraderAuction.com • 405.332.5505

Tuesday, February 22, 6pm

*Held at Forest Ridge Golf Club, Broken Arrow
Online Bidding Available*

INFORMATION Booklet

Disclaimer

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

AUCTION
MANAGER

BRENT WELLINGS • 405.332.5505 • brent@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

Follow us and download our Schrader iOS app



in cooperation with



THE JONES TEAM
COLDWELL BANKER
SELECT

BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Maps

Tract Descriptions & Auction Terms

Soils Maps & Productivity Information

Topography Maps

Tax Statements

Preliminary Title

Property Photos



BIDDER PRE-REGISTRATION FORM

TUESDAY, FEBRUARY 22, 2022

160+ ACRES – WAGONER COUNTY, OKLAHOMA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or brent@schraderauction.com, no later than Tuesday, February
15, 2022.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
160± Acres • Wagoner County, Oklahoma
Tuesday, February 22, 2022

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

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, February 22, 2022 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, February 15, 2022**. Send your deposit and return this form via fax or email to: **brent@schraderauction.com or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

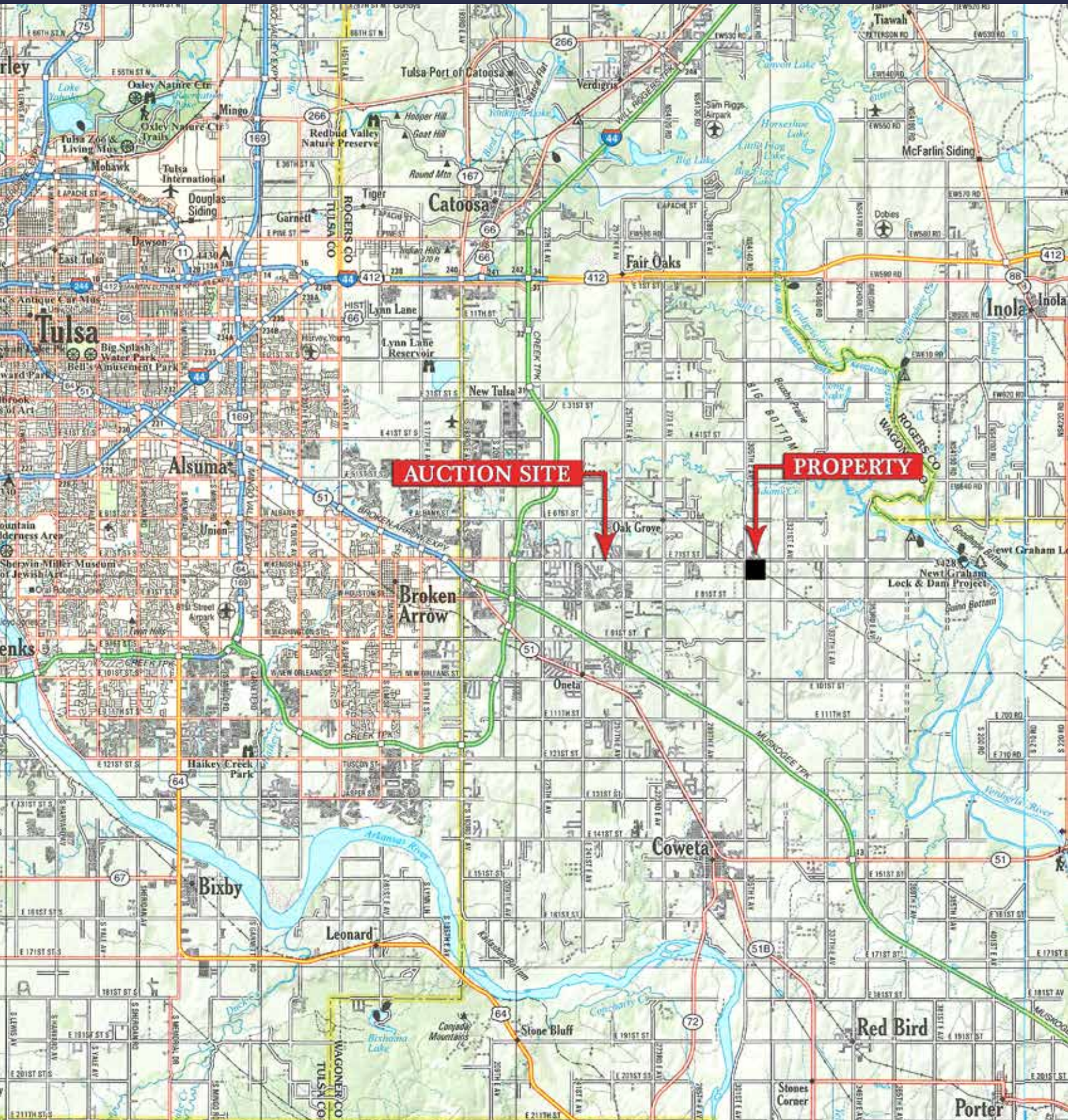
E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.




LOCATION MAP

LOCATION MAP



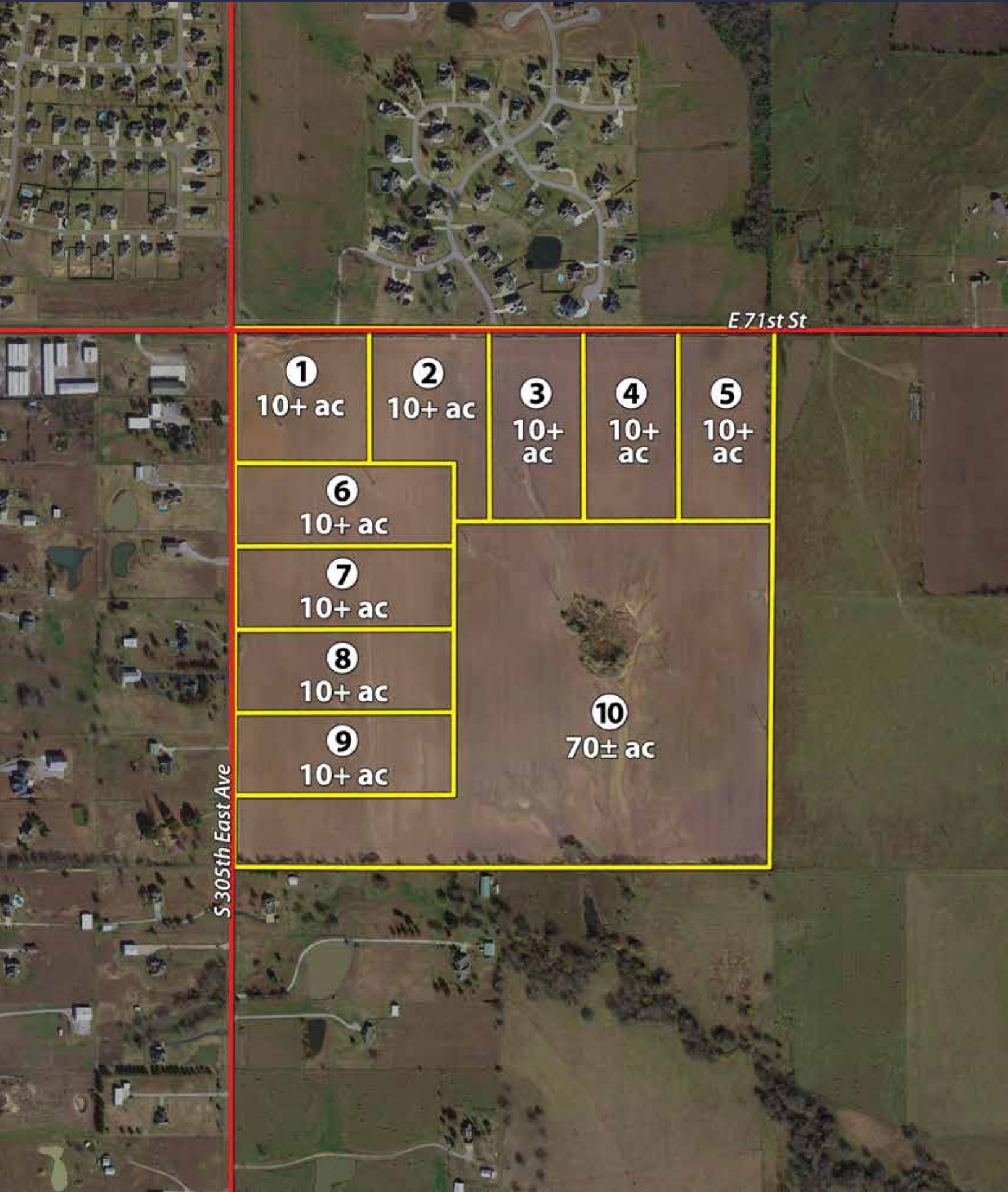
Auction Location: Forest Ridge Golf Club, 7501 E Kenosha Street, Broken Arrow, OK 74014

Property Location: At the intersection of E 71st (Kenosha) Street and S 305th East Avenue, watch for auction signs!

The background features abstract, flowing shapes in shades of blue and yellow. The blue shapes are on the left side, and the yellow shapes are on the right side, creating a dynamic, organic composition.

TRACT MAP

TRACT MAP



E 71st St

1
10+ ac

2
10+ ac

3
10+
ac

4
10+
ac

5
10+
ac

6
10+ ac

7
10+ ac

8
10+ ac

9
10+ ac

10
70± ac

S 305th East Ave

The background features abstract, flowing shapes in shades of blue and yellow. The blue shapes are on the left side, and the yellow shapes are on the right side, creating a dynamic, organic composition.

TRACT DESCRIPTIONS

Home Site & Development LAND AUCTION

Wagoner County, OK on E 71st (Kenosha) Street!

Outstanding Development Potential

Intersection of E 71st (Kenosha) & S 305th E Ave

Gorgeous Potential Home Sites!

Coweta School District

Outside City Limits

160[±]
acres

offered in 10
Desirable Tracts

from 10 to
70± acres

Online
Bidding
Available

Tuesday,
February 22,
6:00pm

An outstanding opportunity to acquire top tier residential development land and home sites along E 71st (Kenosha) Street and S 305th East Avenue in Wagoner County (Just east of Broken Arrow, city limits)! Being offered in 10 desirable tracts, ranging from 10 to 70± acres, allows for both the home site buyer and investor to compete for the tracts which best fit their needs. A very limited supply of this quality property exist! Buyers may submit bids on any individual tract or combination of tracts, creating the perfect package for you!

TRACT 1: 10+ acres located on the intersection of E 71st Street and S 305th E Avenue, outstanding corner tract with potential commercial value in the future. This could be an excellent potential home or investment parcel.

TRACT 2: 10+ acres located along E 71st Street, excellent elevation on this tract created views to the south and east!

TRACT 3: 10+ acres located along E 71st Street, excellent elevations and views from this tract also.

TRACT 4: 10+ acres located along E 71st Street, great topography and elevation to make turn this parcel into your potential homesite.

TRACT 5: 10+ acres located along E 71st Street, another awesome potential building site!

TRACT 6: 10+ acres located along S 305th East Avenue, excellent potential building site near the intersection with good access.

TRACT 7: 10+ acres located along S 305th East Avenue, another excellent potential building site.

TRACT 8: 10+ acres located along S 305th East Avenue, more great building sites in this offering.

TRACT 9: 10+ acres located along S 305th East Avenue, the final small parcel offered in the sale.

TRACT 10: 70± acres located along S 305th East Avenue and encompassing the SE quadrant of the property. A small pond is located in the center of the property, with an excellent location to build a larger water feature!

Auction Terms & Conditions:

PROCEDURE: Tracts 1 through 10 will be offered in individual tracts, in any combination of these tracts, or as a total unit. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check.

YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Warranty Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title,

and similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession shall be at closing, subject to rights of current tenants.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: The sale of the Property will include the minerals currently owned by Seller (if any). However, no promise, warranty or representation will be made as to the existence or value of any minerals or the nature or extent of Seller's interest therein.

ACREAGE AND TRACTS: All acreages, dimensions and square footages are approximate and have been estimated based on current legal descriptions, property tax records and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is

responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. **NEW DATE, CORRECTIONS AND CHANGES:** Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

Auction Manager:
BRENT WELLINGS

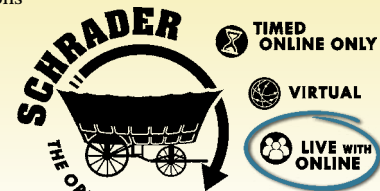
405.332.5505

SchraderAuction.com

in
cooperation
with



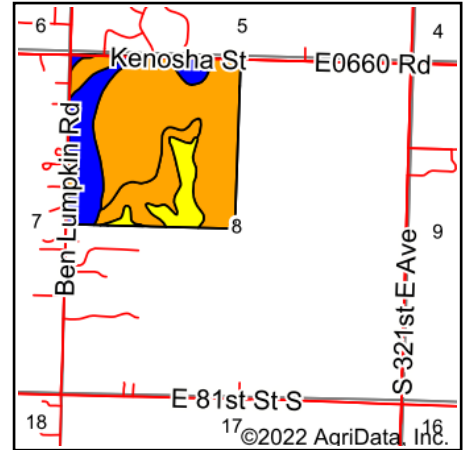
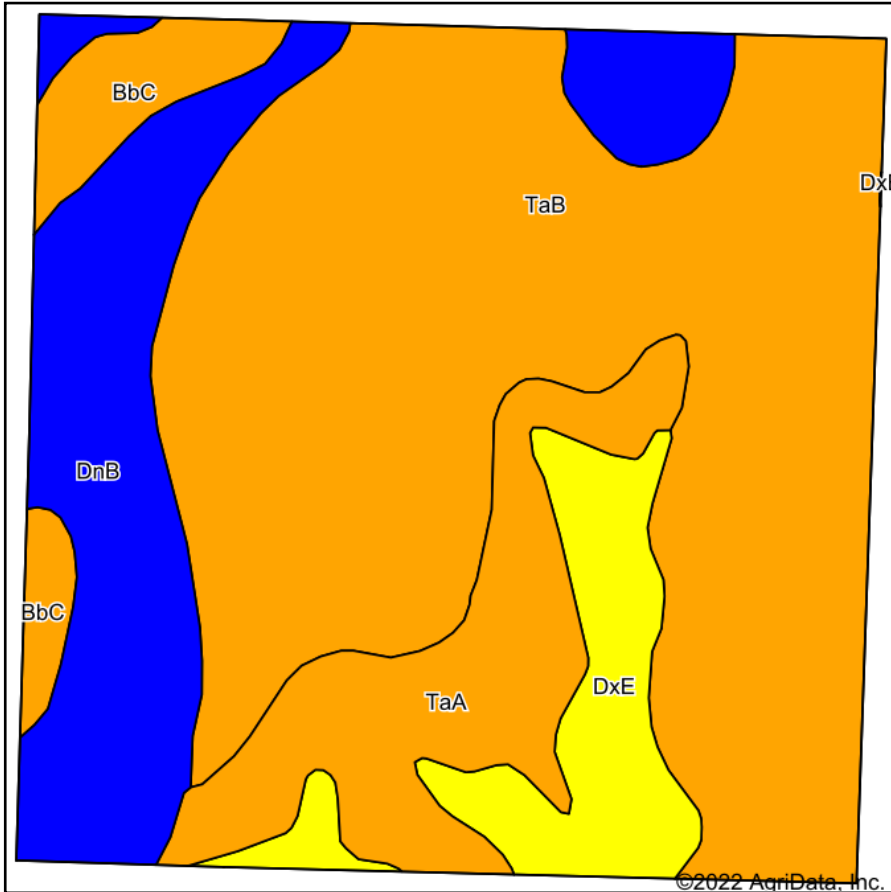
THE JONES TEAM
COLDWELL BANKER
SELECT



The background features abstract, flowing shapes in shades of blue and yellow. The blue shapes are on the left side, and the yellow shapes are on the right side, creating a dynamic, organic composition.

SOILS MAP

SOILS MAP



State: **Oklahoma**
 County: **Wagoner**
 Location: **8-18N-16E**
 Township: **Coweta**
 Acres: **159.41**
 Date: **1/14/2022**



Soils data provided by USDA and NRCS.

Area Symbol: OK145, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
TaB	Taloka silt loam, 1 to 3 percent slopes	89.96	56.4%		IIIs	62	50	52	52	62
DnB	Dennis silt loam, 1 to 3 percent slopes	29.28	18.4%		Ile	80	80	59	65	69
TaA	Taloka silt loam, 0 to 1 percent slopes	19.61	12.3%		IIIs	61	54	53	52	60
DxE	Dennis-Radley complex, 0 to 15 percent slopes	13.47	8.4%		IVe	68	66	59	63	54
BbC	Bates fine sandy loam, 3 to 5 percent slopes	7.09	4.4%		IIIe	55	45	48	45	55
Weighted Average					2.90	*n 65.4	*n 57.1	*n 53.8	*n 55	*n 62.1

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.

The background features abstract, flowing shapes in shades of blue and yellow. The blue shapes are on the left and bottom-left, while the yellow shapes are on the right and bottom-right. The text is centered in the white space between these shapes.

TOPOGRAPHY MAP

The background features abstract, flowing shapes in shades of blue and yellow. The blue shapes are on the left and bottom-left, while the yellow shapes are on the right and bottom-right. The text is centered in the white space between these shapes.

TAX STATEMENTS

TAX STATEMENTS

Tax Roll Inquiry

Wagoner County Treasurer



Chasity Levi, Treasurer

307 E Cherokee

Phone: 918-485-2149

Fax: 918-485-7739

E-Mail: treasurer@wagonercounty.ok.gov



Owner Name and Address

ROBSON, SAMUEL LELAND 91%: ROBSON,
SAMUEL LELAND REVOC TRUST 9%
C/O ROBSON RANCH
23515 E 31ST ST S
CATOOSA OK 74015-0000

Taxroll Information

Tax Year : 2021
Property ID : 261082-000001-000000
Location :
School District : R-17 RURAL COWETA 17 Mills : 95.72
Type of Tax : Real Estate
Tax ID : 14717

Legal Description and Other Information:

08-18-16 NW 160.00 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	3908	Base Tax	374.00
Improvements	0	Penalty	0.00
Net Assessed	3908	Fees	0.00
		Payments	374.00
		Total Paid	374.00
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/15/2021	7401	Check	Taxes	374.00	ROBSON RANCH LLC->Check# 7065



**PRELIMINARY
TITLE**

PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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

ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Page 2 of 9

AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

Dorothy Crabtree

Dorothy Crabtree
Rogers County Abstract Co.
221 South Florence Avenue
Ste 130
Claremore, OK 74017

CHICAGO TITLE INSURANCE COMPANY



by: *[Signature]*

ATTEST

President

[Signature]

Secretary

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

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.
Page 3 of 9

AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Rogers County Abstract Co.
Issuing Office: 221 South Florence Avenue, Ste 130, Claremore, OK 74017
ALTA® Universal ID: 1151430
Loan ID Number: To Be Determined
Issuing Office File Number: 2022-01-1236
Commitment Number: 2022-01-1236
Revision Number: 0
Property Address: Land only, Coweta, OK 74429

SCHEDULE A

1. Commitment Date: 01/24/2022 at 5:01 PM
2. Policy to be issued:
 - (a) ALTA Owner's Policy \$ Not to exceed \$0.00
PROPOSED INSURED: **A Person or Entity Capable of taking title in Oklahoma**
 - (b) ALTA Loan Policy \$ Not to exceed \$0.00
PROPOSED INSURED:
3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
Samuel Leland Robson
5. The Land is described as follows:
Property description set forth in "Exhibit A" attached hereto and made a part hereof.

CHICAGO TITLE INSURANCE COMPANY
By its Issuing Agent Rogers County Abstract Co.

Dorothy Crabtree, License #: 101498
Authorized Signatory

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

ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE



CHICAGO 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. Payment of all taxes, charges, assessments, levied and assessed against subject land, which are due and payable.
6. The proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at all time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the land as collateral. Proposed policy amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. Furnish an accurate Survey of the premises, if applicable, which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exception will remain on owner's policy.
8. Return properly executed Seller/Owner and/or Buyer/Borrower Affidavit to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements to the land have been or will be paid.
9. Deed from Samuel Leland Robson, showing marital status and joined by spouse, if any, vesting fee simple title in A Person or Entity Capable of taking title in Oklahoma.

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 by 68 Okla. Stat. 3202.

10. Mortgage from A Person or Entity Capable of taking title in Oklahoma, joined by spouse, if any, securing your loan.

NOTE: The State of Oklahoma requires the payment of mortgage tax as a condition precedent to the recordation of any mortgage.

11. Final policy cannot be issued, unless abstract certificate date, which is January 24, 2022 at 5:01 PM, 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 DAYS, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

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

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Page 5 of 9



PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

12. In the abstract appears a Quit Claim Deed from former owners', John Nick Robson and Alma Lavon Robson to John N. Robson and Alma L. Robson, dated November 7, 1994, filed November 7, 1994 in Book 884 at Page 86, This was filed subsequent to their divestment of the subject property. Then appears a Joint Tenancy Warranty Deed from Roger Keith Bell and Sherry Jo Bell to Charlotte Sumner and Chad Sumner, dated July 23, 1999, filed August 25, 1999 in Book 1057 at Page 765. These both appear to be Stray Instruments. IT IS REQUIRED: To Obtain a Stray Instrument Affidavit executed by the fee holder, Samuel Leland Robson, whereby fee holder address the Two (2) Deeds listed above and file of record with the Wagoner County Clerk.
13. With respect to NOT DETERMINED , a corporation, furnish:
 - (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
 - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - (c) Certificate of Good Standing with the Secretary of the State of OKLAHOMA.
 - (d) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
14. With respect to NOT DETERMINED, a limited liability company, furnish;
 - (a) A copy of its operating agreement and any amendments thereto;
 - (b) A copy of its articles of organization and any certificate of amendment;
 - (c) Certificate of Good Standing with the Secretary of the State of OKLAHOMA.
 - (d) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
15. NOTE: Any documents not prepared by Rogers County Abstract Company Closing Office should be provided to them no later than 24 hours to the closing/consummation.
16. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or miss-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

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

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
Page 6 of 9

AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE



CHICAGO 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. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens, or encumbrances, or claims thereof, not shown by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Ad valorem taxes for 2022, 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 interest 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. Any use for the purpose of cultivation, sale, possession or distribution of marijuana or marijuana related products.
11. Statutory right-of-way along all section lines.
12. Easement(s) contained in the Report of Commissioners in favor of Public Service Company of Oklahoma filed February 4, 1929 in Book 198 at Page 308, Supplemental Easement and Right of Way filed February 17, 2015 in Book 2200 at Page 550.
13. Non-Exclusive Utility Easement in favor of Public Service Company of Oklahoma filed in Book 699 at Page 286.

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

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Page 7 of 9

AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

14. Non-Exclusive Gas Utility Easement in favor of ONG filed in book 2740 at Page 701.
15. Future assessments and/or dues of the water department and/or sewer department, if any.
16. NOTE: Due to the U.S. Supreme Court decision in the *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

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

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.
Page 8 of 9



PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A Property Description

Issuing Office File No.: 2022-01-1236

THE NW/4 OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 16 EAST OF THE I.B.&M., WAGONER COUNTY, OKLAHOMA.

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

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.
Page 9 of 9



The background features abstract, flowing shapes in shades of blue and yellow. The blue shapes are on the left side, and the yellow shapes are on the right side, creating a dynamic, organic composition.

PROPERTY PHOTOS

Northeast Corner



Southeast Corner



Northwest Corner



Tract 1



Tract 1 - Road Frontage



Tract 2



Tracts 2 & 3 - Road Frontage



Tract 3



Tract 3



Tract 4



Tract 4



Tracts 4 & 5 - Road Frontage



Tract 5



Tract 6



Tracts 6-9 - Road Frontage



Tract 7



Tracts 7-10



Tract 8



Tract 9



Tract 9



Tract 10



Tract 10



Tract 10



Tract 10





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

950 North Liberty Drive, Columbia City, IN 46725
800.451.2709 • 260.244.7606 • www.schraderauction.com

