

 **SCHRADER**  
*Real Estate and Auction Company, Inc.*  
950 North Liberty Drive • P.O. Box 508  
Columbia City, IN 46725  
260-244-7606 • 1-800-451-2709  
www.schraderauction.com

In cooperation with:  
***Richard Branch Auctioneers***  
www.branchauction.com

**Property:**

**Tract 1:** Former hospital property including 9.24± acres of land and improvements

**Tract 2:** Vacant city lots (Lots 1 & 2 of Northern Winds Heights)

(all in the City of Purcell, McClain County, Oklahoma)

**Auction Manager:**

Brent Wellings

Tel: 405-332-5505

**SEALED BID PACKET**

**Sealed Bid Deadline:**

5:00 o'clock p.m. (CST) on Thursday, January 25, 2024

**Contents:**

- Bidder Instructions
- Form of Agreement to Purchase
- Auction Exhibit Binder

## BIDDER INSTRUCTIONS

(Sealed Bid Auction for 2 tracts in Purcell, Oklahoma)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet (“Sealed Bid Packet”) prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc., in cooperation with Richard Branch Auctioneers, on behalf of Seller with respect to certain real estate in Purcell, Oklahoma offered as two separate tracts. “Seller” refers to The City of Purcell, Oklahoma, a Municipal Corporation (Tract 1) or Purcell Public Works Authority, an Oklahoma Public Trust (Tract 2).
2. In addition to these Bidder Instructions, the Sealed Bid Packet also includes a blank form of an Agreement to Purchase (“Agreement to Purchase”) and an Auction Exhibit Binder with Auction Exhibits A through E (“Auction Exhibit Binder”). Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.
3. Each of the auction tracts is approximately depicted and identified by tract number in the Revised Auction Tract Map & Tract Descriptions which is included in the Auction Exhibit Binder as Exhibit A.
4. You may bid on either tract or both tracts. However, if you intend to bid on both tracts, you must submit two separate bids using two separate Agreement to Purchase forms. If you submit two bids, either bid may be accepted regardless of the acceptance or rejection of the other bid. Each bid shall constitute an independent offer.
5. **AS AN UPDATE TO THE MARKETING MATERIALS, A 4% BUYER’S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**
6. **To submit a bid:**
  - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
    - i. Designate the tract that is the subject of your bid;
    - ii. Write in your bid amount for that tract;
    - iii. Provide all requested information pertaining to the Buyer; and
    - iv. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
  - (b) Print and sign your name and write the date at the bottom of the “Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services” form (Exhibit B in the Auction Exhibit Binder).
  - (c) Prepare a check for the 10% earnest money deposit payable to American Abstract Co. of McClain County, Inc.
  - (d) Prepare a sealed bid envelope by writing “Sealed Bid for Purcell, Oklahoma” and the name and address of the bidder on the outside front of the envelope.
  - (e) Place the earnest money check, the entire Agreement to Purchase (completed, signed and dated by the bidder) and the Information About Brokerage Services form (initialed and dated) in the sealed bid envelope and send or deliver to the Auction Manager, Brent Wellings, as follows:

**Via overnight courier, U.S. Mail or personal delivery to:**

Attn: Brent Wellings  
101 N. Main St.  
Stillwater, OK 74075

**Note:** *If sending via mail or courier, you must allow sufficient time for delivery **and receipt** before the sealed bid deadline.*

A sealed bid may also be delivered in person at the site of Tract 1 (located at 1500 N. Green Ave., Purcell, OK) between the hours of Noon to 5:00 pm on January 25, 2024. The Auction Manager will be present at this site during this time.

7. Regardless of the method of delivery, whether in person or by mail or courier, your bid must be **RECEIVED** not later than 5:00 o’clock p.m. (Central Standard Time) on January 25, 2024.

8. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "American Abstract Co. of McClain County, Inc.". The earnest money deposit must be at least ten percent (10%) of the bid amount written on the Signature Page of the Agreement to Purchase.**
9. If your bid is accepted, your earnest money check will be delivered to American Abstract Co. of McClain County, Inc., as the Escrow Agent, to be deposited and held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before **Tuesday, January 30, 2024**, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid.
10. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase, including but not limited to the disclosures and disclaimers set forth in Section 25 of the Agreement to Purchase.
11. Buyer agrees to accept title and acquire the Property subject to the Permitted Exceptions, as defined in Section 11 of the Agreement to Purchase, including but not limited to easements and other matters appearing of record and listed, referenced, identified, or disclosed in the Preliminary Title Evidence. The Preliminary Title Evidence is included with the Auction Exhibit Binder as Exhibits C and D (for Tracts 1 and 2, respectively). The title is to be conveyed free and clear of any Lien or Lease, as defined in Section 12 of the Agreement to Purchase.
12. Without limiting Section 11 of the Agreement to Purchase, Tract 2 is subject to the Plat of Northern Winds Heights and related Declaration of Covenants, Conditions and Restrictions (and Amendment thereto), as further described in Subsection 25(n) of the Agreement to Purchase. Copies of these documents are included as part of Exhibit D in the Auction Exhibit Binder. Section 1 of Article III of said Declaration (as amended) provides that the lots comprising Tract 2 "are designated for commercial use".
13. Buyer agrees to the provisions of Section 29 of the Agreement to Purchase regarding a new Oklahoma law, effective November 1, 2023, prohibiting certain land acquisitions by aliens either directly or indirectly through a business entity or trust.
14. If any provision of the Agreement to Purchase conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of the Agreement to Purchase shall control.
15. **Updates to the marketing materials:** Without limiting the foregoing provision, please be aware of the following updates to the marketing materials:
  - (a) A 4% Buyer's Premium will be automatically added to your bid amount to arrive at the Purchase Price.
  - (b) All minerals are excluded from this sale in accordance with Section 2 of the Agreement to Purchase. Auction Tracts 1 and 2 consist of the surface estate only.
  - (c) A revised auction tract map is included as part of Exhibit A in the Auction Exhibit Binder. In Exhibit A, the depiction of Tract 1 has been adjusted in order to approximately reflect the boundaries shown in the existing survey which is included with the Auction Exhibit Binder as Exhibit E.
  - (d) **Your bid must be submitted using version 4c of the form of Agreement to Purchase which is included herewith. If you are bidding on Tract 1, please be aware of Subsection 25(i) regarding recent water damage, which was recently added to the Agreement to Purchase and subsequently revised (v. 4c).**
16. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and/or to waive any irregularity or informality in the submission of any bid).
17. Schrader Real Estate and Auction Company, Inc., Richard Branch Auctioneers and their respective agents and representatives are exclusively the agents of the Seller.

**All Bidders and Sellers are responsible for consulting with their own respective attorneys regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.**

## AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement**”) is executed in connection with a sealed bid auction (the “**Auction**”) conducted by Schrader Real Estate and Auction Company, Inc., in cooperation with Richard Branch Auctioneers (collectively, “**Auction Companies**”), on behalf of Seller with respect to certain real estate in the City of Purcell, County of McClain, State of Oklahoma, put up for bids in two (2) separate tracts. The auction tracts are approximately depicted and identified by tract number in the Revised Auction Tract Map & Tract Descriptions which is included as Exhibit A in the Auction Exhibit Binder (“**Exhibit A**”). Exhibit A is incorporated as an integral part of this Agreement.

“**Seller**” refers to The City of Purcell, Oklahoma, a Municipal Corporation (if this purchase consists of Tract 1) or Purcell Public Works Authority, an Oklahoma Public Trust (if this purchase consists of Tract 2).

“**Buyer**” refers to the parties(s), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the “**Signature Page**”). Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction (“**Sealed Bid Packet**”), including the Bidder Instructions and the Auction Exhibit Binder containing Exhibits A through E (“**Auction Exhibit Binder**”).

Buyer’s execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this “**Offer**”) to purchase the particular auction tract designated on the Signature Page and identified by the same tract number in Exhibit A (the “**Purchased Tract**”).

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Property.** The property to be conveyed and acquired pursuant to this Agreement (the “**Property**”) consists of: (a) the surface estate with respect to the land included with the Purchased Tract; and (b) if Buyer is purchasing Tract 1, all buildings, improvements and permanent fixtures presently existing on said land and appurtenant to the surface estate; *provided, however*, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include any item or property interest that is specifically excluded (or specified as not included) according to the express terms of this Agreement. This Agreement applies only to the Purchased Tract designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not the Purchased Tract shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of the Purchased Tract.

2. **Exclusion of Minerals.** All minerals under the surface of and/or that may be produced from the land comprising the Property, including oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, all metallic minerals and all rights, fixtures and/or equipment appurtenant thereto (collectively, “**Minerals**”) are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. The meaning of the term “**Property**” as used throughout this Agreement shall be interpreted to exclude all Minerals.

3. **Exclusion of Personal Property and Load-Out Items.** The Property does not include any item of personal property or any Load-Out Item. “**Load-Out Item**” refers to any item of personal property and/or equipment (whether personal property or a fixture) that is or was located at Tract 1 and that was advertised and/or sold in connection with the timed online auction recently conducted by Auction Companies prior to this Auction.

4. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the “**Bid Amount**”), plus a Buyer’s Premium equal to four percent (4.0%) of the Bid Amount. **THE 4% BUYER’S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

5. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall deliver an earnest money deposit (“**Earnest Money**”) payable to the Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller’s acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. “**Escrow Agent**” refers to *American Abstract Co. of McClain County, Inc., 138 W. Main St., Purcell, OK (Tel: 405-527-7575).*

6. **Delivery of Title and Possession.** The title to and possession of the Property shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions and all other terms and conditions of this Agreement. Seller shall furnish at Seller's expense, and shall execute and deliver at Closing, a warranty deed conveying the Property to Buyer, subject to the Permitted Exceptions and excluding all Minerals.

7. **Survey.** It is anticipated that the Property will be conveyed using the existing legal description provided by the title company. In any event, a new survey of all or any part(s) of the Property shall be obtained prior to Closing *if and only if*: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained: (i) the survey shall be ordered by an agent of the Seller; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be required or obtained unless otherwise agreed by Seller in its sole discretion. The cost of any survey obtained in accordance with the provisions of this Agreement ("**Survey**") shall be shared equally (50:50) by Seller and Buyer.

8. **Preliminary Title Evidence.** The "**Preliminary Title Evidence**" refers to the applicable preliminary title insurance schedules (preliminary schedules A, BI & BII) prepared by *American Abstract Co. of McClain County, Inc.*, as identified in the table below, together with copies of all recorded documents referenced in the preliminary schedule BII. The Preliminary Title Evidence is included in the Auction Exhibit Binder as Exhibits C and D and has been posted to the auction website (<https://www.schraderauction.com/auctions/8645>). Buyer agrees to purchase and acquire the Property subject to and notwithstanding all matters affecting the Property that are listed, referenced, identified, or disclosed in the Preliminary Title Evidence (except a Lien and/or Lease, if any, appearing of record).

**Preliminary Title Evidence Correlation Table:**

<b>Auction Tract:</b>	<b>American Abstract File No.:</b>	<b>Dated:</b>
1	20231597-1	12/18/2023
2	20231598-1	12/18/2023

9. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, dated after this Agreement, for the issuance of a standard coverage ALTA owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any Lien, Lease and/or other material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). The Final Title Commitment shall be prepared by the same company that prepared the Preliminary Title Evidence. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions) and all other exceptions shown in Schedule B, Part II of the Preliminary Title Evidence; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; and/or (c) any matter listed, referenced, identified, or disclosed in the Final Title Commitment that constitutes a Permitted Exception. The cost of furnishing the Final Title Commitment shall be charged to Seller.

10. **Title Insurance at Buyer's Expense.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance: (a) the cost of issuing any title insurance policy shall be charged to Buyer, including title insurance premiums; and (b) Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing a standard coverage ALTA owner's title insurance policy, as set forth in the Final Title Commitment; *provided, however*: (i) Buyer shall be responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a "**Buyer-Related Requirement**"); (ii) Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon the satisfaction of any Buyer-Related Requirement or the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of a standard coverage ALTA owner's title insurance policy as described in this Agreement; and (iii) Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

11. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, any title insurance and any survey subject to and notwithstanding any of the following

matters (each a “**Permitted Exception**” and collectively the “**Permitted Exceptions**”): (a) existing roads, public utilities and drains, and statutory easements on section lines; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for current real estate taxes and/or special assessments not yet due and payable; (f) local ordinances and zoning laws; (g) outstanding reservations, severances and/or other rights with respect to Minerals; (h) any matter pertaining to Minerals and/or mineral rights, including any existing leases, easements and/or surface use agreements; (i) any matter (except a Lien or Lease, if any) disclosed in this Agreement or disclosed in any exhibit included with the Auction Exhibit Binder; and (j) any plat, easement, condition, restriction, reservation, and/or other matter (except a Lien or Lease, if any) appearing of record and listed, referenced, identified, or disclosed in the Preliminary Title Evidence.

12. **Lien and/or Lease.** The Permitted Exceptions do not include (and Buyer is not required to accept the title subject to) any Lien and/or Lease. “**Lien**” refers to any/each mortgage, deed of trust, bond, judgment lien and/or other monetary obligation attaching as a lien against the Property, other than a lien for current real estate taxes and/or special assessments not yet due and payable. “**Lease**” refers to any/each (surface only) lease of the Property, if any, appearing of record.

13. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement; (b) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of a standard coverage ALTA owner’s title insurance policy, other than a Buyer-Related Requirement; (c) that Seller is able to convey fee simple title to the Property, free and clear of any Lien, Lease and/or other material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Property at the time of Closing (subject to the Permitted Exceptions). For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the non-conformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted closing date stated in Section 15 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer’s sole and exclusive remedy.

14. **Conditions to Closing.** Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer’s ability to obtain any loan or permit. Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

15. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Property in accordance with this Agreement (“**Closing**”) shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled by mutual agreement and completed ***on or before March 15, 2024***. In any event, Seller may arrange for the Closing to be held on a date specified in a notice from Seller or Seller’s agent to Buyer or Buyer’s agent. Subject only to the satisfaction of the conditions described in Section 14 above, Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than ***March 15, 2024*** and at least 7 days after: (a) such notice has been sent; (b) the Survey (if applicable) has been completed; and (c) the Final Title Commitment has been completed. The Closing shall be held at and/or administered by and through the office of the Escrow Agent.

16. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Lien or Lease, if any, and recording the releases; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing; (c) one-half of the cost of the Survey, if any; (d) the cost of furnishing the Final Title Commitment; (e) the cost of preparing Seller's transfer documents, including the deed; (f) the documentary stamp tax; (g) any sums due Auction Companies in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

17. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with or related to any loan obtained by Buyer; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Survey, if any; (d) the cost of issuing any title insurance policy, including title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

18. **Taxes and Assessments.** Buyer shall pay all general real estate taxes (and special assessments, if any) that become due after Closing to the extent attributed to the Property for the period after Closing. (The Property is and has been exempt from ad valorem taxation while owned by Seller.)

19. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

20. **Remedies; Buyer Default.** As used herein, the term "**Buyer Default**" refers to any defect or default with respect to delivery of the Earnest Money (including nonpayment or dishonor of any check) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

21. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability

shall constitute a failure of a condition under Section 13 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations.

**22. Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

**23. Notices.** Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party's notification address (as provided below); *provided, however,* if an email address is not provided with the party's notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of a notice sent by any party (other than a notice sent by the Auction Manager as the agent of Seller) shall be sent to the Auction Manager via email to [Brent@schraderauction.com](mailto:Brent@schraderauction.com). A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). A party who fails to provide a proper email address with the party's notification address in this Agreement assumes the risk of receiving a notice after it has become effective. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

*If to Seller:* C/o Andrea Millsap, City Clerk, via email to: [andie.millsap@purcellok.gov](mailto:andie.millsap@purcellok.gov)  
With a copy to the Auction Manager, via email to: [Brent@schraderauction.com](mailto:Brent@schraderauction.com)

*If to Buyer:* The Buyer's email address(es) (if any) or regular mail address provided on the Signature Page.  
With a copy to the Auction Manager, via email to: [Brent@schraderauction.com](mailto:Brent@schraderauction.com)

**24. Agency; Sales Fee.** Auction Companies and their respective agents and representatives are acting solely on behalf of, and exclusively as the agents for, the Seller. Buyer and Seller acknowledge receipt of the Oklahoma Real Estate Commission form of "*Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services*", which is included as Exhibit B in the Auction Exhibit Binder. Exhibit B is incorporated as part of the terms of this Agreement and shall be signed by the parties and attached to this Agreement pursuant to 59 Okl. St. § 858-356. The commission due Auction Companies shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Companies from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

**25. Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to submitting this Offer, Buyer received the Auction Exhibit Binder with the following exhibits:

Exhibit A: Revised Auction Tract Map & Tract Descriptions

Exhibit B: Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services

Exhibit C: Preliminary Title Evidence for **Tract 1** consisting of preliminary title insurance schedules (preliminary schedules A, BI & BII) prepared by American Abstract Co. of McClain County, Inc., dated December 18, 2023 and identified by reference to File Number 20231597-1, together with copies of all recorded documents referenced in the preliminary schedule BII.

Exhibit D: Preliminary Title Evidence for **Tract 2** consisting of preliminary title insurance schedules (preliminary schedules A, BI & BII) prepared by American Abstract Co. of McClain County,



Inc., dated December 18, 2023 and identified by reference to File Number 20231598-1, together with copies of all recorded documents referenced in the preliminary schedule BII.

Exhibit E: Copy of survey of **Tract 1** by Fox Engineering, Inc. dated 9/5/2022 (last revised on 1/5/2024).

(b) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property **"AS IS"** and **WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER OR CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(c) Without limiting the foregoing provisions, Seller, Auction Companies and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway permit); (vi) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

(d) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(e) Seller shall have no obligation before or after Closing to clean up the Property or remove any items of personal property and/or discarded items remaining at the premises at the time of Closing. Buyer agrees to acquire the Property notwithstanding the presence of any such items at the Property at the time of Closing.

(f) Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

(g) As an update to the marketing materials, a 4% Buyer's Premium will be automatically added to Buyer's bid amount to arrive at the Purchase Price.

(h) As an update to the marketing materials, all Minerals are excluded from this sale.

(i) **Tract 1:** As an update to the marketing materials, Buyer acknowledges that: (i) one or more water line(s) and/or water system(s) has/have been compromised; (ii) there is substantial water accumulation and potential water damage throughout the building which may include damage to the flooring, walls, ceilings, electrical and/or other systems; (iii) Seller makes no warranty or representation regarding the source, nature or extent of damage; and (iv) Buyer agrees to purchase and acquire the Property **"AS IS"** in accordance with the provisions of this Agreement, including Subsection 25(b) above.

(j) **Tract 1:** As an update to the marketing materials, the depiction of Tract 1 in Exhibit A has been adjusted in order to approximately reflect the boundaries shown in the survey which is included with the Auction Exhibit Binder as Exhibit E.

(k) **Tract 1:** The acres shown for Tract 1 in the marketing materials, Exhibit A and the Signature Page are approximate and have been estimated based on the survey which is included with the Auction Exhibit Binder as Exhibit E. No warranty or authoritative representation is made as to the number of acres included with the Property. The purchase price shall not be subject to adjustment regardless of the number of acres shown in any survey or other record created before or after the Auction.

(l) **Tract 1:** The advertised square footage of the hospital building on Tract 1 is approximate and has been estimated based on an independent appraisal dated March 23, 2023. No warranty or authoritative representation is made as to the size or dimensions of any building or structure. The purchase price shall not be subject to adjustment regardless of the size of any building or structure as shown in any record prepared before or after the Auction.

(m) **Tract 1:** If Buyer is purchasing Tract 1 and if any Load-Out Item (as defined in Section 3 above) remains on the Property at the time of Closing, Buyer acknowledges and agrees that: (i) Seller and Auction Companies shall have no obligation with respect to any such Load-Out Item remaining on the Property at the time of Closing; (ii) Buyer shall acquire the Property and take possession at Closing notwithstanding the presence of any such Load-Out Item on the Property; (iii) Buyer waives and releases any claim against Seller and/or Auction Companies for any injury to or death of any person and/or any damage to or loss of property directly or indirectly arising out of or resulting from or in any way connected with the disassembly, loading, removal and/or transportation of such Load-Out Item from the Property; and (iv) Seller and Auction Companies shall not be responsible for enforcing the obligation of a third-party to remove any Load-Out Item; ***provided, however,*** this Agreement does not limit Buyer's right to enforce any right of ejectment and/or other lawful remedy with respect to any such Load-Out Item vis-a-vis the owner/s thereof.

(n) **Tract 1:** Information in the marketing materials regarding the planned I-35 interchange at Hwy 74 (Grant Street) is based on information from the Oklahoma Department of Transportation, including the Oklahoma Transportation FFY-2024 through FFY-2031 Construction Work Plan, in which the project is identified as 32802(04). No promise, warranty or authoritative representation is made as to the timing, completion, or configuration of the planned interchange.

(o) **Tract 2:** Without limiting the provisions of Section 11 above (regarding the Permitted Exceptions), Tract 2 is subject to all provisions, covenants, restrictions, conditions, easements, setbacks and other matters shown and/or set forth in: (i) the Plat of Northern Winds Heights filed on July 14, 1998; (ii) the Declaration of Covenants, Conditions and Restrictions recorded on July 14, 1998; and (iii) the Amendment to Declaration of Covenants, Conditions and Restrictions recorded on September 2, 2003, copies of which are included with the Preliminary Title Evidence (Exhibit D in the Auction Exhibit Binder).

(p) **Tract 2:** Without limiting the foregoing provisions, Section 1 of Article III of the Declaration recorded on July 14, 1998 (as amended) provides that the lots comprising Tract 2 (being Lots 1 and 2 of Block 2) "are designated for commercial use".

26. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

27. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; ***provided, however,*** that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

28. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

29. **60 Okl. St. §121, et seq. (as amended eff. November 1, 2023).** Buyer promises and warrants: (a) that Buyer is qualified to acquire title to land in the State of Oklahoma in accordance with state and federal law, including 60 Okl. St. §121, et seq., as amended effective November 1, 2023, ***prohibiting certain land acquisitions by aliens either directly or indirectly through a business entity or trust;*** (b) that Buyer is able to (and will at Closing) properly execute an affidavit, to be included as an exhibit to the deed, attesting that Buyer is obtaining

the Property in compliance with the requirements of 60 Okl. St. §121 and that no funding source is being used in the sale or transfer in violation of 60 Okl. St. §121 or any other state or federal law; and (c) that Buyer is able to (and, subject to the conditions of Section 14 above, that Buyer will at Closing) properly acquire the Property in accordance with the requirements of 60 Okl. St. §121, et seq.

**30. Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word “including” shall be construed as “including but not limited to”. Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

**31. Offer and Acceptance.** Buyer’s execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller’s sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer is irrevocable and shall remain open for acceptance by Seller at any time prior to the rejection or expiration of this Offer. This Offer shall be treated as having been accepted by Seller only if Seller’s acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller’s acceptance; (c) Seller has accepted another offer for all or any part of the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 33 below.

**32. Multiple Offers.** This Section applies if, in addition to this Offer, the undersigned bidder submits or has submitted a separate offer for a tract identified in Exhibit A *other than the Purchased Tract* designated on the Signature Page of this Offer. If this Section applies, this Offer and such other offer are independent offers. This Offer may be accepted regardless of the acceptance or rejection of any other offer submitted by the undersigned bidder.

**33. Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o’clock p.m. (CST) on **Tuesday, January 30, 2024.**

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the tract designated below (being the Purchased Tract for purposes of this Agreement) in accordance with and subject to the terms and conditions of this Agreement.

**Check only one:**

**Tract 1**, being 9.24± acres of land in the City of Purcell, McClain County, Oklahoma, as identified and described in Exhibit A, together with improvements.

**Tract 2**, being Lots 1 & 2 of Northern Winds Heights in the City of Purcell, McClain County, Oklahoma.

**BID AMOUNT:** \$ \_\_\_\_\_

**THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT. THE 4% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**

**SIGNATURE OF BUYER:** On the \_\_\_\_\_ day of January, 2024, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

\_\_\_\_\_  
Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization)

[By] \_\_\_\_\_  
(Signatures)

\_\_\_\_\_  
(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

\_\_\_\_\_  
(Buyer's Address) (City, State, Zip)

\_\_\_\_\_  
(Buyer's Telephone Number) (Buyer's Email Address)

\_\_\_\_\_  
(Buyer's Lender, if any, and Lender Contact Info.)

**ACCEPTED BY SELLER** on the \_\_\_\_\_ day of January, 2024:

*If **Tract 1** is designated above:*

THE CITY OF PURCELL, OKLAHOMA, A MUNICIPAL CORPORATION, by its duly authorized officer(s), official(s), trustee(s), or agent(s):

*If **Tract 2** is designated above:*

PURCELL PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST, by its duly authorized officer(s), official(s), trustee(s), or agent(s):

\_\_\_\_\_  
**Signature(s)** of authorized individual(s) signing on behalf of Seller

\_\_\_\_\_  
**Signature(s)** of authorized individual(s) signing on behalf of Seller

\_\_\_\_\_  
**Printed name(s) and office/capacity** of authorized individual(s)

\_\_\_\_\_  
**Printed name(s) and office/capacity** of authorized individual(s)

**RECEIPT OF EARNEST MONEY:** The Earnest Money in the amount of \$\_\_\_\_\_ has been received by the undersigned Escrow Agent on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

AMERICAN ABSTRACT CO. OF MCCLAIN COUNTY, INC.

Date Received: \_\_\_\_\_

By: \_\_\_\_\_



# EXHIBIT A

For Sealed Bid Auction  
Bids Due: 1/25/2024

## Revised Auction Tract Map & Tract Descriptions

Approximate depiction of auction tracts in the City of Purcell, County of McClain, State of Oklahoma



**Tract 1:** A tract of land in the NE/4 of the NW/4 of Section 1 T6N R2W I.M. in Purcell, McClain County, Oklahoma, more particularly described as follows: Commencing at the NE corner of said NW/4; thence S 89°33'54" W along the North line of said Section 1 a distance of 400.61'; thence S 00°26'06" E a distance of 35.87' to the true point of beginning; thence S 45°21'26" E a distance of 21.18'; thence S 00°16'45" E a distance of 587.64'; thence S 89°54'01" W a distance of 632.33'; thence N 9°20'07" W a distance of 528.26'; thence N 32°36'09" E a distance of 47.81'; thence N 78°02'40" E a distance of 50.18'; thence N 89°33'54" E a distance of 64.47'; thence N 62°53'51" E a distance of 60.01'; thence N 89°33'54" E a distance of 507.35' to the true point of beginning, containing 9.24 acres. Above legal description was written by J. Steven Fox P.L.S #1165 using geodetic north as a basis of bearing.

**Tract 2:** Lots 1 & 2, Block 2 in NORTHERN WINDS HEIGHTS, being a part of the NW/4 of Section 36, Township 7 North, Range 2 West, City of Purcell, McClain County, Oklahoma, according to the recorded plat thereof.

**Boundary lines and/or acreages shown in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.**

**Property:**

**Tract 1:** Former hospital property including 9.24± acres of land and improvements

**Tract 2:** Vacant city lots (Lots 1 & 2 of Northern Winds Heights)

(all in the City of Purcell, McClain County, Oklahoma)

**Auction Manager:**

Brent Wellings

Tel: 405-332-5505

## AUCTION EXHIBIT BINDER

- Exhibit A: Revised Auction Tract Map & Tract Descriptions
- Exhibit B: Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services
- Exhibit C: Preliminary Title Evidence for **Tract 1** consisting of preliminary title insurance schedules (preliminary Schedules A, BI & BII) prepared by American Abstract Co. of McClain County, Inc., dated December 18, 2023 and identified by reference to File Number 20231597-1, together with copies of all recorded documents referenced in the preliminary Schedule BII.
- Exhibit D: Preliminary Title Evidence for **Tract 2** consisting of preliminary title insurance schedules (preliminary Schedules A, BI & BII) prepared by American Abstract Co. of McClain County, Inc., dated December 18, 2023 and identified by reference to File Number 20231598-1, together with copies of all recorded documents referenced in the preliminary Schedule BII.
- Exhibit E: Survey of **Tract 1** by Fox Engineering, Inc. dated 9/5/2022 (last revised on 1/5/2024).



# EXHIBIT A

For Sealed Bid Auction  
Bids Due: 1/25/2024

## Revised Auction Tract Map & Tract Descriptions

Approximate depiction of auction tracts in the City of Purcell, County of McClain, State of Oklahoma



**Tract 1:** A tract of land in the NE/4 of the NW/4 of Section 1 T6N R2W I.M. in Purcell, McClain County, Oklahoma, more particularly described as follows: Commencing at the NE corner of said NW/4; thence S 89°33'54" W along the North line of said Section 1 a distance of 400.61'; thence S 00°26'06" E a distance of 35.87' to the true point of beginning; thence S 45°21'26" E a distance of 21.18'; thence S 00°16'45" E a distance of 587.64'; thence S 89°54'01" W a distance of 632.33'; thence N 9°20'07" W a distance of 528.26'; thence N 32°36'09" E a distance of 47.81'; thence N 78°02'40" E a distance of 50.18'; thence N 89°33'54" E a distance of 64.47'; thence N 62°53'51" E a distance of 60.01'; thence N 89°33'54" E a distance of 507.35' to the true point of beginning, containing 9.24 acres. Above legal description was written by J. Steven Fox P.L.S #1165 using geodetic north as a basis of bearing.

**Tract 2:** Lots 1 & 2, Block 2 in NORTHERN WINDS HEIGHTS, being a part of the NW/4 of Section 36, Township 7 North, Range 2 West, City of Purcell, McClain County, Oklahoma, according to the recorded plat thereof.

**Boundary lines and/or acreages shown in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.**



# EXHIBIT B

## OKLAHOMA REAL ESTATE COMMISSION

### DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Buyer Brokerage Agreement  | <input type="checkbox"/> Listing Brokerage Agreement | <input type="checkbox"/> Option Agreement |
| <input checked="" type="checkbox"/> Sales Agreement | <input type="checkbox"/> Exchange Agreement          | <input type="checkbox"/> Other _____      |

**1. Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
  - 1) receive all written offer and counteroffers;
  - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

**2. Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

Received & understood by **BUYER(S)** on the \_\_\_\_\_ day of \_\_\_\_\_, 2024:

Printed Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Received & understood by **SELLER** on the \_\_\_\_\_ day of \_\_\_\_\_, 2024:

The City of Purcell, Oklahoma, a Municipal Corporation (Tract 1)     Purcell Public Works Authority, an Oklahoma Public Trust (Tract 2)

By: \_\_\_\_\_



# EXHIBIT C

*Cover page for:*

## **Preliminary Title Insurance Schedules (with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**American Abstract Co. of McClain County, Inc.**

**(File Number: 20231597-1)**

---

## **Auction Tract 1**

**(9.24± acres & improvements in Purcell, OK)**

---

*For January 25, 2024 sealed bid auction conducted by:*

**Schrader Real Estate and Auction Company, Inc.**  
**(in cooperation with Richard Branch Auctioneers)**

*On behalf of:*

**The City of Purcell, Oklahoma, a Municipal Corporation (Tract 1)**  
**Purcell Public Works Authority, an Oklahoma Public Trust (Tract 2)**



# COMMITMENT FOR TITLE INSURANCE

Issued By

## FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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.: 20231597-1  
Issuing Office File No.: 20231597  
Property Address: Purcell, OK 73080

### SCHEDULE A

1. Commitment Date: December 18, 2023 at 07:30 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/2021)
    - Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
    - Proposed Amount of Insurance: \$0.00
    - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:
  - The City of Purcell, Oklahoma, a Municipal Corporation, by virtue of a Warranty Deed recorded January 19, 1976 in Book 554, Page 681 and a Warranty Deed recorded August 26, 1920 in Book 11, Page 255.
5. The Land is described as follows:

A tract of land in the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section One (1), Township Six (6) North, Range Two (2) West, I.M., McClain County, Oklahoma, more particularly described as follows: Commencing at the NE/Corner of said NW¼; thence S 89°33'54" W along the North line of said Section 1 a distance of 400.61 feet; thence S 00°26'06" E a distance of 35.87 feet to the true Point of Beginning; thence S 45°21'26" E a distance of 21.18 feet; thence S 00°16'45" E a distance of 587.64 feet; thence S 89°54'01" W a distance of 632.33 feet; thence N 9°20'07" W a distance of 528.26 feet; thence N 32°36'09" E a distance of 47.81 feet; thence N 78°02'40" E a distance of 50.18 feet; thence N 89°33'54" E a distance of 64.47 feet; thence N 62°53'51" E a distance of 60.01 feet; thence N 89°33'54" E a distance of 507.35 feet to the Point of Beginning.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

Copyright 2021 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.



**SCHEDULE A**  
(Continued)

**Fidelity National Title Insurance Company**

*Gayle Helton*

By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

\_\_\_\_\_  
Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.





## 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.
  - a. Warranty Deed from City of Purcell to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. 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, 16 and 19, 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.
7. 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.
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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

Commitment for Title Insurance (07-01-2021)  
Schedule BI



20231597

## SCHEDULE B, PART I

(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Obtain and file of record a Release of The Purcell Public Works Authority Hospital Revenue Bond Indenture in favor of Fidelity Bank National Association recorded August 5, 1970 in Book 468, Page 379 in the amount of \$582,000.00.
13. Obtain and file of record a Release of The Purcell Public Works Authority First Supplemental Hospital Revenue Bond Indenture in favor of Fidelity Bank, National Association recorded June 18, 1974 in Book 524, Page 575 in the amount of \$250,000.00.
14. Obtain and file of record a Release of The Purcell Public Works Authority Series 1994 Hospital Revenue Bond Indenture to Bank of Oklahoma recorded September 28, 1994 in Book 1382, Page 943 in the amount of \$3,800,000.00.
15. Obtain and file of record a Release of the Lease between the City of Purcell and the Purcell Public Works Authority recorded August 5, 1970 in Book 468, Page 369.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BI



20231597



## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

### SCHEDULE B, PART II

#### Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Taxes for the year 2024 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20231597

## SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Easement in favor of the State of Oklahoma recorded February 18, 1947 in Book 166, Page 366, subject to assignments and partial releases of record.
15. Easement in favor of the State of Oklahoma recorded February 14, 1947 in Book 166, Page 373.
16. Easement in favor of the State of Oklahoma recorded February 14, 1947 in Book 166, Page 374.
17. Easement in favor of F.S. Estep recorded April 1, 1948 in Book 177, Page 187.
18. Dedication Deed in favor of the State of Oklahoma recorded July 30, 1956 in Book 249, Page 271.
19. Dedication Deed in favor of the City of Purcell recorded June 6, 1958 in Book 277, Page 457.
20. Report of Commissioners in District Court Case NO. C-69-12 dated April 3, 1969.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20231597



Exceptions

# 14

STATE OF CALIFORNIA, }  
COUNTY OF LOS ANGELES } ss.

Before me, the undersigned Notary Public in and for the State and county aforesaid, on this 13 day of Feb. 1947, personally appeared JOHN H. TARP and MINNIE TARP to me known to be the identical persons 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.

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

My commission expires Sept. 25, 1949 (SEAL) R. W. BARRINGTON, Notary Public.

McClain County, }  
STATE OF OKLAHOMA } ss.

This instrument was filed for record on the 18 day of Feb. 1947 at 8:40 o'clock A.M. and recorded in Book 166 on Page 365.

ELKANOR JO FYBAS, County Clerk.

NO. 751

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That MRS. C. L. GREEN, a widow, of McClain County, State of Oklahoma, for and in consideration of the sum of Five Hundred Dollars and no/100 DOLLARS (\$500.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged has this day granted, bargained, sold and conveyed unto said STATE OF OKLAHOMA, a perpetual easement, across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the NW 1/4 NE 1/4 NE 1/4 and the NE 1/4 NW 1/4 NE 1/4 NW 1/4 of section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said NW 1/4 NE 1/4 NE 1/4 NW 1/4, 59 feet West of SE corner of said NW 1/4 NE 1/4 NE 1/4 NW 1/4, thence West along said South line a distance of 117.5 feet, thence Northwesterly on a curve to the left having a radius of 789.5 feet a distance of 599 feet, to a point on the West line of said NE 1/4 NW 1/4 NE 1/4 NW 1/4, thence North along said West line a distance of 89 feet to the NW corner of said NE 1/4 NW 1/4 NE 1/4 NW 1/4, thence East along the North line of said NE 1/4 NW 1/4 NE 1/4 NW 1/4 a distance of 54 feet, thence Southeasterly on a curve to the right having a radius of 868.5 feet a distance of 712.5 feet to point of beginning.

Containing 1.52 acres, more or less, of new right-of-way, the remaining area included in the above describing being the 18.5 foot Section line right-of-way.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantor hereby covenant and warrant that at the time of the delivery of these presents she is the owner of the above described premises in fee simple, that the same are free of all liens and claim whatsoever, except- and that she will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint Mrs. C. L. Green as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor herein named has hereunto set her hand and seal this the 5th day of February, 1947.

MRS. C. L. GREEN

STATE OF OKLAHOMA, }  
COUNTY OF McCLAIN } ss.

Before me, the undersigned Notary Public in and for the State and county aforesaid, on this 6th day of February, 1947, personally appeared MRS. C. L. GREEN a widow, to me known to be the identical person who executed the within 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.

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

My commission expires 7th day of June, 1947. (SEAL) CLARK HARRIS, Notary Public.

McClain County, }  
STATE OF OKLAHOMA } ss.

This instrument was filed for record on the 18 day of Feb. 1947 at 8:40 o'clock A.M. and recorded in Book 166 on page 366.

ELKANOR JO FYBAS, County Clerk.



The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantors hereby covenants and warrants that at the time of the delivery of these presents they are the owners of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except --- and that they will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint WALTER BURNETT as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor-herein named has hereunto set -- hand and seal this the 5th day of February, 1947.

WALTER BURNETT  
DORA BURNETT

STATE OF OKLAHOMA, }  
COUNTY OF McCLAIN } ss.

Before me, the undersigned Notary Public in and for the State and county aforesaid, on this 5th day of February 1947, personally appeared WALTER BURNETT and DORA BURNETT, husband and wife to me known to be the identical persons 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.

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

My commission expires 7th day of June, 1947 (SEAL) CLARK HARRIS, Notary Public.

McClain County, }  
STATE OF OKLAHOMA } ss.

This instrument was filed for record on the 14 day of Feb. 1947, at 8:20 o'clock A.M., and recorded in Book 166 on page 372.

ELEANOR JO PYBAS, County Clerk.

NO. 440

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That CITY OF FURCKILL, By J. R. EMERSON, Mayor of McClain County, State of Oklahoma, for and in consideration of the sum of DONATED, One Dollar and no/100 DOLLARS (\$1.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged has this day granted, bargained, sold and conveyed unto said STATE OF OKLAHOMA, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the SW $\frac{1}{4}$  of the NE 10 acres of lot 3 of Section 1, T 6 N, R 8 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said SW $\frac{1}{4}$  of the NE 10 acres of Lot 3, thence West along the South line of said SW $\frac{1}{4}$  of the NE 10 acres of Lot 3 a distance of 83.7 feet, thence Northwesterly on a curve to the left having a radius of 768.5 feet a distance of 324 feet to a point on the North line of said SW $\frac{1}{4}$  of the NE 10 acres of Lot 3, a distance of 178 feet West of the NE corner of said SW $\frac{1}{4}$  of the NE 10 acres of Lot 3, thence East along said North line a distance of 118 feet, thence Southeasterly on a curve to the right having a radius of 868.5 feet a distance of 150 feet to a point on the East line of said SW $\frac{1}{4}$  of the NE 10 acres of Lot 3, thence South along said East line a distance of 130 feet to point of beginning.

Containing 0.65 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantor hereby covenants and warrant that at the time of the delivery of these presents he is the Mayor of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except--- and that he will so long as this esse-

ment is in full force and effect defend the same unto the State of Oklahoma against all and every person whatsoever claiming the same.

We, the undersigned owners hereby designate and appoint J. R. EMERSON as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor herein named has hereunto set his hand and seal this the 5th day of February, 1947.

LESTER L. YOAKUM, Fin. Secy.  
(CORPORATE SEAL)

CITY OF PURCELL  
By J. R. EMERSON, Mayor

STATE OF OKLAHOMA, )  
                          ) SS.  
COUNTY OF McCLAIN )

Before me, the undersigned, a Notary Public in and for said county and state aforesaid, on this 5th day of February, 1947, personally appeared J. R. EMERSON, Mayor of CITY OF PURCELL to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor 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 such corporation, for the uses and purposes therein set forth.

My commission expires June 7th, 1947. (SEAL) CLARK HARRIS, Notary Public.

STATE OF OKLAHOMA )  
                          ) SS.  
McClain County )

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M. and recorded in Book 166 on page 373.

ELEANOR JO PYBAS, County Clerk.

NO. 641

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That D. D. CHANDLER Chm. and JOE NEMECEK member, Both County Commissioners of McClain County of McClain County, State of Oklahoma, for and in consideration of the sum of Land donated, One Dollar and no/100 DOLLARS (\$1.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged have this day granted, bargained, sold and conveyed unto said State of Oklahoma, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the  $\frac{1}{2}$  of the NW 10 acres of Lot 3 and the  $\frac{1}{2}$  of the NE 10 acres of Lot 4 of Section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said  $\frac{1}{2}$  of the NW 10 acres of Lot 3, thence South along the East line of said  $\frac{1}{2}$  of the NW 10 acres of Lot 3 a distance of 89 feet, thence Northwesterly on a curve to the left having a radius of 768.5 feet a distance of 171 feet to a point 70 feet South of the North line of said Section 1, thence S 89°29' W a distance of 328.5 feet to a point on the West line of said  $\frac{1}{2}$  of the NE 10 acres of Lot 4, thence North along said West line a distance of 70 feet to the NW corner of said  $\frac{1}{2}$  of the NE 10 acres of Lot 4, thence East along the North line of said Section 1 a distance of 498.5 feet to point of beginning.

Containing 0.47 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantees necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantors hereby covenants and warrants that at the time of the delivery of these presents they are the County Commissioners of McClain County of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except --- and that they will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whatsoever claiming the same.

We, the undersigned owners hereby designate and appoint D. D. CHANDLER as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the 6th day of February, 1947.

ELEANOR JO PYBAS, County Clerk.  
By LOUISE GRAY, Deputy  
(SEAL)

McCLAIN COUNTY,  
By D. D. CHANDLER, Chairman  
JOE NEMECEK, Member

STATE OF OKLAHOMA, )  
                          ) SS.  
County of McClain )

Before me, the undersigned, a Notary Public in and for said county and state aforesaid, on this 6th day of February, 1947, personally appeared D. D. CHANDLER, Chm. and JOE NEMECEK Member, Both County Commissioners of McClain County, to me known to be the



#16

ment is in full force and effect defend the same unto the State of Oklahoma against all and every person whatsoever claiming the same.

We, the undersigned owners hereby designate and appoint J. R. EMERSON as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor herein named has hereunto set his hand and seal this the 5th day of February, 1947.

LESTER L. YODAKM, Fin. Secy.  
(CORPORATE SEAL)

CITY OF PURCELL  
By J. R. EMERSON, Mayor

STATE OF OKLAHOMA, }  
COUNTY OF MCCLAIN } SS.

Before me, the undersigned, a Notary Public in and for said county and state aforesaid, on this 5th day of February, 1947, personally appeared J. R. EMERSON, Mayor of CITY OF PURCELL to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor 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 such corporation, for the uses and purposes therein set forth.

My commission expires June 7th, 1947 (SEAL) CLARK HARRIS, Notary Public.

STATE OF OKLAHOMA }  
McClain County } SS.

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M. and recorded in Book 166 on page 373.

ELEANOR JO PYBAS, County Clerk.

NO. 641

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That D. D. CHANDLER Chm. and JOE NEMCEK member, Both County Commissioners of McClain County of McClain County, State of Oklahoma, for and in consideration of the sum of Land donated, One Dollar and no/100 DOLLARS (\$1.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged have this day granted, bargained, sold and conveyed unto said State of Oklahoma, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the  $\frac{1}{2}$  of the NW 10 acres of Lot 3 and the  $\frac{1}{2}$  of the NE 10 acres of Lot 4 of Section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said  $\frac{1}{2}$  of the NW 10 acres of Lot 3, thence South along the East line of said  $\frac{1}{2}$  of the NW 10 acres of Lot 3 a distance of 89 feet, thence Northwesterly on a curve to the left having a radius of 768.5 feet a distance of 171 feet to a point 70 feet South of the North line of said Section 1, thence S 89°29' W a distance of 328.5 feet to a point on the East line of said  $\frac{1}{2}$  of the NE 10 acres of Lot 4, thence North along said West line a distance of 70 feet to the NW corner of said  $\frac{1}{2}$  of the NE 10 acres of Lot 4, thence East along the North line of said Section 1 a distance of 498.5 feet to point of beginning.

Containing 0.47 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantors hereby covenants and warrants that at the time of the delivery of these presents they are the County Commissioners of McClain County of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except --- and that they will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whatsoever claiming the same.

We, the undersigned owners hereby designate and appoint D. D. CHANDLER as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the 6th day of February, 1947.

ELEANOR JO PYBAS, County Clerk.  
By LOUISE GRAY, Deputy  
(SEAL)

McCLAIN COUNTY,  
By D. D. CHANDLER, Chairman  
JOE NEMCEK, Member

STATE OF OKLAHOMA, }  
County of McClain } SS.

Before me, the undersigned, a Notary Public in and for said county and state aforesaid, on this 6th day of February, 1947, personally appeared D. D. CHANDLER, Chm. and JOE NEMCEK Member, Both County Commissioners of McClain County, to me known to be the

identical person- who subscribed the name of the maker thereof to the foregoing instrument as its County Commissioners and acknowledged to me that he executed the same as his free and voluntary act and deed, and is the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires June 7th/1947 (SEAL) CLARK HARRIS, Notary Public  
McClain County, }  
STATE OF OKLAHOMA, } ss.

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M., and recorded in Book 166 on page 374.

NO. 542 ELEANOR JO PYBAS, County Clerk.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That J. R. PERRY and IDA PERRY, husband and wife of (McClain) County, State of (Oklahoma) for and in consideration of the sum of (One Hundred and Sixty Dollars and No/100 DOLLARS) (\$160.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged have this day granted, bargained, sold, and conveyed unto said STATE OF OKLAHOMA, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in part of the N $\frac{1}{2}$  Lot 4 of Section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by

Beginning at the NW corner of said N $\frac{1}{2}$  Lot 4, thence South along the West line of said Lot 4 a distance of 170 feet, thence N 89°29' E a distance of 25 feet, thence N 44°22' E a distance of 141.4 feet to a point 70 feet South of the North line of said N $\frac{1}{2}$  Lot 4, thence N 89°29' E a distance of 1030 feet, thence due North a distance of 70 feet to a point on the North line of said N $\frac{1}{2}$  Lot 4, thence West along said North line a distance of 1155 feet to point of beginning.

Containing 1.52 acres, more or less, of new right-of-way, the remaining area included in the above description being the 16.5 foot Section line right-of-way.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantors hereby covenants and warrants that at the time of the delivery of these presents they are the owners of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except --- and that (they) will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

So, the undersigned owners hereby designate and appoint (J. R. PERRY) as agent to execute the claim and receive the compensation herein named for said right of way. IN WITNESS WHEREOF, the grantors herein named have hereunto set (their) hands and seal this (the 4th) day of (February), 1947.

J. R. PERRY  
IDA PERRY  
STATE OF OKLAHOMA, }  
County of McClain } ss.

Before me, the undersigned Notary Public in and for the State and county aforesaid, on this (4th) day of (February), 1947, personally appeared (J. R. PERRY and IDA PERRY, husband and wife) to me known to be the identical persons 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.

Witness (my) hand and seal the day and year last above written.  
My commission expires 7th day of June, 1947 (SEAL) CLARK HARRIS, Notary Public.  
McClain County, }  
STATE OF OKLAHOMA, } ss.

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M., and recorded in Book 166 on page 375.

ELEANOR JO PYBAS, County Clerk.

#17

187  
187

2  
STATE OF OKLAHOMA, McClain County, SS:

Before me, the undersigned, a Notary Public in and for said county and state on this 31st day of March 1948, personally appeared L. T. COOK to me known to be the identical person who executed the within 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 official seal the day and year above set forth.

My Com. Exp. Aug. 28, 1950. (SEAL) VERNIE GLASCO, Notary Public.

STATE OF OKLAHOMA }  
McClain County } SS

This instrument was filed for record on the 1 day of April A.D. 1948, at 11:25 o'clock A. M. and duly recorded in Book 177, on page 186.

ELEANOR JO FYBAS, County Clerk.

No. 1886

ROADWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That I, LIZZIE GREEN, a widow, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, receipt whereof is hereby acknowledged, hereby grant, bargain sell and convey unto F. S. ESTEP, his heirs, administrators, executors and assigns, Party of the second part, an easement for road purposes in and over the following described real estate situated in McClain County, Oklahoma, to-wit:

Beginning 90 feet West of the NW corner of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 1, Township 6 North, Range 2 West, thence South to highway right of way No. 74, 54 feet, thence Northwest along said highway right of way 125 feet, thence East to point of beginning 117 feet.

And WHEREAS, the second party is the owner of the following described real estate situated in McClain County, Oklahoma; to-wit: SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ; and W $\frac{1}{2}$  of E $\frac{1}{2}$  of SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 36, Township 7 North, Range 2 West.

IT IS UNDERSTOOD AND AGREED that this easement is granted by the first party to the second party, his heirs, administrators, executors and assigns, for his benefit as the owner of the real estate last above described and that whenever said property shall cease to be used by the said second party, his heirs, administrators, executors or assigns for the purposes of ingress and egress to the real estate last above described, the same shall revert to the first party. The first party hereby excepts and reserves unto herself all of the oil and gas or other minerals or the proceeds therefrom which may be found or produced from, under and on the above described premises, together with the right of ingress and egress for the purpose of developing and extracting said oil, gas and other minerals and the right to use such party of the surface of said premises as may be necessary or convenient in the development and extraction of said minerals.

IT IS FURTHER AGREED that the exploration or development of said property for oil and gas shall in no way interfere with the use of same for road purposes or interfere with the ingress and egress of the second party, his heirs, administrators, executors or assigns to the real estate last above described. Witness my hand this 1st day of April 1948.

LIZZIE GREEN

STATE OF OKLAHOMA, McClain County, SS:

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 1st day of April 1948, personally appeared LIZZIE GREEN a widow, to me known to be the identical person who executed the within 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. GIVEN under my hand and official seal the day and date above written.

My commission expires Aug. 28, 1950. (SEAL) VERNIE GLASCO, Notary Public.

STATE OF OKLAHOMA }  
McClain County } SS

This instrument was filed for record on the 1 day of April A.D. 1948; at 2:30 o'clock P.M., and duly recorded in Book 177, on page 187.

ELEANOR JO FYBAS, County Clerk  
By LOIS E. SMITH, Deputy.



#18

No. 3588

O. M. Form 27-Regular

### DEDICATION DEED PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS:

That D. D. CHANDLER, JOE NEMECEK and JOHN L. DILBECK, all members of  
THE BOARD OF COUNTY COMMISSIONERS

of McClain County, State of Oklahoma, hereinafter

called the Grantors (whether one or more), for and in consideration of the sum of One and More dollars (\$1.00) and other good,

valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A strip, piece or parcel of land lying in the  $\frac{1}{2}$  NW 10 acres of Lot 3, of Section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 3, thence South along the West line of said Lot 3 a distance of 661.4 feet to the SW corner of said  $\frac{1}{2}$  NW 10 acres of Lot 3, thence East along the South line of said on a curve to the left having a radius of 11,509.2 feet a distance of 547.2 feet, thence N  $35^{\circ}56'E$  a distance of 147 feet to a point on the North line of said Lot 3, thence West along said North line a distance of 300.9 feet to point of beginning.

Containing 3.50 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereto hereunto bearing, including any and all dirt, rock, gravel, mud and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, right of way and safety areas and other facilities that may now or hereafter be in the discretion of the grantors, necessary for the construction and maintenance of a public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and the above described real estate, the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except:

The undersigned Grantors hereby designate and appoint \_\_\_\_\_ as agent to execute the claim and receive the compensation herein named.

In witness whereof the Grantors hereto named have hereto set their hands and seals this \_\_\_\_\_ 23 \_\_\_\_\_ day of July 19 56.

D. D. CHANDLER  
JOE NEMECEK  
JOHN L. DILBECK

STATE OF OKLAHOMA }  
McClain County } SS

This instrument was filed for record on the 30 day of July, A.D. 1956, at 8:20 o'clock A.M., and duly recorded in Book 249, on page 271.

ELEANOR JO PYBAS, County Clerk  
LOIS H. SMITH, Deputy

3588

DEDICATION DEED FOR RIGHT-OF-WAY

McClain County, Oklahoma, ss.

This instrument was filed for record on the 30 day of July, 1956 at 8:20 o'clock A. M. and recorded in Book 249 of Page 271

ELEANOR JO PYBAS County Clerk LOIS H. SMITH Deputy

No. 3588

My commission expires... Witnessed: executed the same as... appeared the within and foregoing instrument by... to me known to be the identical person... day of... 19... personally appeared... Before me, a Notary Public in and for said county and state, on this... State of Oklahoma, County of... m.

My commission expires... as the... and acknowledged to me that he executed the same as his free and voluntary... to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument... day of... 19... personally appeared... Before me, a Notary Public in and for said county and state, on this... State of Oklahoma, County of... m.

My commission expires with term. (OFFICIAL SEAL) ELEANOR JO PYBAS, County Clerk, McClain County, Oklahoma. Witness my hand and seal the day and year last above written. executed the same as their free and that they to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me JOE MEMSCHER and JOHN L. DIBACK, all members of the BOARD OF COUNTY COMMISSIONERS, McCRAIN COUNTY, OKLAHOMA. July 1956, personally appeared D. D. CHANDLER, day of... 23 Before me, a Notary Public in and for said county and state, on this... State of Oklahoma, County of McClain m.

STATE OF OKLAHOMA McClain County

ss

This instrument was filed for record on the 30 day of July, A.D. 1956, at 8:20 o'clock A.M., and duly recorded in Book 249, on page 271.

ELEANOR JO PYBAS, County Clerk LOIS H. SMITH, Deputy

No. 2293

RELEASE OF OIL AND GAS LEASE

#19

STATE OF TEXAS }  
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS: THAT, THE ATLANTIC REFINING COMPANY, a corporation, does hereby release, resign, relinquish and surrender unto the lessor or lessors named in the hereinafter described oil and gas leases, his or their heirs, successors and assigns, all of its right, title and interest in and to the following described oil and gas mineral leases, covering SE/4 NE/4, Section 12, T-8N, R-4W, to wit:

OK-14412-A That certain oil and gas lease dated April 30, 1953, by and between VANNAH DAVIS BARRETT et vir GEORGE BARRETT as lessor and THE ATLANTIC REFINING COMPANY as Lessee, which lease is recorded in Book 211, Page 475 of the records of McClain County, Oklahoma

OK-14412-B That certain oil and gas lease dated April 15, 1953, by and between NORANDA OIL CORPORATION as lessor and THE ATLANTIC REFINING COMPANY as Lessee, which lease is recorded in Book 209, Page 549 of the records of McClain County, Oklahoma

OK-14412-C That certain oil and gas lease dated April 13, 1953, by and between ROY G. WOODS and A. M. WOODS as Lessor, and THE ATLANTIC REFINING COMPANY as Lessee, which lease is recorded in Book 209, Page 550 of the records of McClain County, Oklahoma

IN WITNESS WHEREOF, This instrument is executed this the 31 day of May, 1958.

THE ATLANTIC REFINING COMPANY  
By J. N. MENDENHALL, Attorney-in-Fact

THE STATE OF TEXAS }  
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31 day of May, 1958, personally appeared J. N. MENDENHALL, to me known to be the identical person who subscribed the name of THE ATLANTIC REFINING COMPANY, to the foregoing instrument as its Attorney-in-Fact, 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 such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

My commission expires 6-1-59. (SEAL) D. R. KOTAS, Notary Public

STATE OF OKLAHOMA }  
McClain County }SS

This instrument was filed for record on the 6 day of June, A.D. 1958, at 9:20 o'clock A.M., and duly recorded in Book 277, on Page 457.

ELEANOR JO PYBAS, County Clerk  
LOIS H. SMITH, Deputy

No. 2294

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS:

That LIZZIE GREEN, a widow, and CECIL R. GREENE, of McClain County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell and dedicate unto the CITY OF PURCELL, the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

The East Fifty (50) feet of the Northwest Quarter of the Northeast Quarter of Lot Three (3), Section One (1), Township Six (6) North, Range Two (2) West, McClain County, Oklahoma.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; Provided, However, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said described premises unto the said CITY OF PURCELL, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction.



and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said CITY OF PURCELL, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the record owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever.

The undersigned Grantors hereby designate and appoint ----- as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 31 day of January, 1958.

LIZZIE GREEN  
CECIL R. GREENE

STATE OF OKLAHOMA }  
COUNTY OF McClain }SS

BEFORE ME, a Notary Public in and for said State, on this 31 day of January, 1958, personally appeared LIZZIE GREENE, a widow, and CECIL R. GREENE to me 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.

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

My commission expires November 15, 1961. (SEAL) FAYE WILLIAMS, Notary Public

STATE OF OKLAHOMA }  
McClain County }SS

This instrument was filed for record on the 6 day of June, A.D. 1958, at 9:40 o'clock A.M., and duly recorded in Book 277, on Page 457.

ELEANOR JO PYBAS, County Clerk

No. 2298

ROADWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That T. C. VEAL, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of SEVENTY FIVE AND NO/100 DOLLARS, (\$-----), receipt of which is hereby acknowledged, does hereby grant unto SINCLAIR OIL & GAS COMPANY, a Maine corporation, hereinafter referred to as Grantee, the right, privilege and easement on, over and across the following-described lands, of which land Grantor warrants that he is the owner in fee simple, situated in the County of McClain, State of Oklahoma, to-wit:

N2 SE4 SW4 & SE4 SE4 SW4, Sec. 13-5N-2W.

for roadway purposes to enable Grantee, its successors, agents, employees and others transacting business with them, or either of them, to go upon, construct, maintain and use a roadway or roadways on, over and across the property above described for the transportation and conveyance of personnel and equipment thereon, and to have access to Grantee's leases and properties located in the vicinity of the above-described lands.

It is agreed that Grantee shall have the right and privilege to maintain or improve existing roads and to do whatever may be required for the construction and maintenance of additional roads, including the right of clearing the lands, and it is agreed that the consideration above recited and agreed upon is adequate and in full settlement for the rights herein granted, including all prior and future use, and damages from the construction and maintenance of said roadway or roadways.

TO HAVE AND TO HOLD the said right of way and privileges herein granted unto the Grantee, its successors and assigns, for the full term of Grantee's operations in this vicinity.

This right of way and easement shall inure to the benefit of and be binding upon both the Grantor and Grantee, their respective heirs, personal representatives, successors and assigns, and shall create a covenant running with the lands: herein described.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 28 day of May, 1958.

T. C. VEAL

#20

STATE OF OKLAHOMA )  
                          ) SS.  
COUNTY OF McCLAIN )

THE CITY OF PURCELL, OKLAHOMA,  
a Municipal Corporation

Plaintiff

vs.

CECIL R. GREENE et al

Defendants

FILED  
IN THE DISTRICT COURT  
McClain County, Oklahoma

APR 3 1969  
APR 3 1969  
Book 12  
Page 12  
No. 69-12

No. 10 No. 69-12

REPORT OF COMMISSIONERS

Come now the undersigned Commissioners heretofore appointed by the Judge of this Court to inspect the real property hereinafter described and consider the injury which the said defendants as above named as the owners thereof have sustained and may sustain by reason of the taking of said property for municipal hospital purposes by the City of Purcell, a Municipal Corporation, and respectfully submit the following report to-wit:

The undersigned Commissioners were and are disinterested freeholders of McClain County, Oklahoma, not interested in any like question. On the 3<sup>rd</sup> day of April, 1969, said Commissioners took the oath prescribed by law, and proceeded to inspect the real property as follows, to-wit:

NW $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  and NE $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 1, Township 6 North, Range 2 West, McClain County, Oklahoma, as conveyed to Cecil R. Greene by Warranty Deed recorded in Book 180 at page 53 in the office of the County Clerk of McClain County, Oklahoma,

LESS the East 50 feet of NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Lot 3 (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 1, Township 6 North, Range 2 West, conveyed to City of Purcell by Warranty Deed recorded in Book 277 at page 457 in the office of the County Clerk of McClain County, Oklahoma, and

An easement in favor of the State of Oklahoma recorded in Book 166 at page 366 of the records in the office of the County Clerk of McClain County, Oklahoma, and described as: a strip, piece or parcel of land lying in the NW $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 1, Township 6 North, Range 2 West in McClain County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the South line of said NW $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ , 59 feet West of SE corner of said NW $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ , thence West along said South line a distance of 117.5 feet, thence Northwesterly on a curve to the left having a radius of 768.5 feet a distance of 599 feet to a point on the West line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ , thence North along said West line a distance of 89 feet to the NW corner of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ , thence East along the North line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 54 feet, thence Southeasterly on a curve to the right having a radius

of 868.5 feet a distance of 712.5 feet to the point of beginning, containing 1.52 acres, more or less.

An easement in favor of F. S. Estep recorded in Book 177 at page 187 of the county records and being described as follows: Beginning 90 feet West of the NW corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 1, Township 6 North, Range 2 West, thence South to highway right-of-way No. 74, 54 feet, thence Northwest along said highway right-of-way 125 feet, thence East to point of beginning, 117 feet.

We further report that it is necessary for the City of Purcell, Oklahoma, to acquire said property for the purpose of locating, constructing and maintaining thereon a municipal hospital or facilities necessary and incidental thereto and that an interest in said hereinbefore described property must be taken by said plaintiff for said purpose.

We further report that we have considered the injury which the defendant as the owners of the property hereinbefore described have sustained and may sustain by reason of the taking of said property by the City of Purcell, Oklahoma, and we have considered the value of the land taken excluding any mineral interest other than as is set forth in the Petition and the amount of injury and damages thereto either directly or indirectly by reason of said appropriation and location, construction and maintenance of a municipal hospital upon said real estate, and we do hereby assess the compensation and damages due said owners by reason of such appropriation of the above described premises as follows:

Value of property taken	\$ 17,500 <sup>00</sup> Kreene
	\$ 1,000 <sup>00</sup> Chandler
	\$ 100 <sup>00</sup> Estep
	\$ _____
	\$ _____

In witness whereof, we have hereunto set our hands this 3 day of April, 1969.

*Fulg* Commissioners  
*25* *con - ad - mil - op*

*Albert Mantooth*  
*Leard C. Godard*  
Commissioners

# EXHIBIT D

*Cover page for:*

## **Preliminary Title Insurance Schedules (with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**American Abstract Co. of McClain County, Inc.**

**(File Number: 20231598-1)**

---

## **Auction Tract 2**

**(Lots 1 & 2 of Northern Winds Heights in Purcell, OK)**

---

*For January 25, 2024 sealed bid auction conducted by:*

**Schrader Real Estate and Auction Company, Inc.**  
**(in cooperation with Richard Branch Auctioneers)**

*On behalf of:*

**The City of Purcell, Oklahoma, a Municipal Corporation (Tract 1)**  
**Purcell Public Works Authority, an Oklahoma Public Trust (Tract 2)**



**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

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.: 20231598-1  
Issuing Office File No.: 20231598  
Property Address: Purcell, OK 73080

**SCHEDULE A**

1. Commitment Date: December 18, 2023 at 07:30 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/2021)
    - Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
    - Proposed Amount of Insurance: \$0.00
    - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:
  - Purcell Public Works Authority, an Oklahoma Public Trust, by virtue of a Warranty Deed recorded July 29, 1999 in Book 1522, Page 759.
5. The Land is described as follows:
  - Lots One (1) and Two (2), Block Two (2) in NORTHERN WINDS HEIGHTS, being a part of the NW/4 of Section 36, Township 7 North, Range 2 West, City of Purcell, McClain County, Oklahoma, according to the recorded plat thereof.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.



**SCHEDULE A**  
(Continued)

**Fidelity National Title Insurance Company**

*Gayle Helton*

By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

\_\_\_\_\_  
Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.





## 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.
  - a. Joint Tenancy Deed from Purcell Public Works Authority, an Oklahoma Public Trust to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. 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, 16 and 19, 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.
7. 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.
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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

Commitment for Title Insurance (07-01-2021)  
Schedule BI



20231598



## SCHEDULE B, PART I

(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

---

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BI



20231598





## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

### SCHEDULE B, PART II

#### Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Taxes for the year 2023 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20231598

## SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Ordinance No. 863 annexing subject property into the City of Purcell, Oklahoma, filed January 19, 1976, in Book 554, Page 697.
15. Roadway and utility easements as shown on Plat of Northern Winds Heights, filed July 14, 1998, in Book 1489, Page 566.
16. Restrictive covenants, conditions, easements, limitations, exceptions, minimum and maximum setback lines as shown in an instrument entitled Declaration of Covenants, Conditions and Restrictions, filed July 14, 1998, recorded in Book 1489, Page 567, Amendment filed of record September 3, 2003 in Book 1672, Page 406, which do not provide for a forfeiture or reversion of title upon violation thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
17. Pipeline easement, together with all rights incidental thereto, in favor of Kerr-McGee Oil Industries filed of record August 25, 1960 in Book 317, Page 120.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20231598

ORDINANCE NO. 863✓  
Exceptions  
#14

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF PURCELL, OKLAHOMA TO INCLUDE A TRACT OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST AND TRACT OF LAND SITUATED IN SECTION 35, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, MCCLAIN COUNTY, STATE OF OKLAHOMA, NORTH OF AND ADJACENT TO EXISTING CITY LIMIT. MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE WEST HALF OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN; LYING EAST AND NORTH OF THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 74-G MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NW NW; and THE SW SE NW; THE W/2 NE SW; AND ALL THAT PART OF THE SW NW AND THE E/2 NW SW AND THE NE SW SW AND THE W/2 SE SW THAT LIES EAST AND NORTH OF THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 74-G ALL IN SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST, I.M.;

SAID TRACT SUBJECT TO 33 FOOT ROAD EASEMENT ALONG THE SOUTH SIDE AND A 30 FOOT EASEMENT ALONG THE WEST SIDE. EFFECTIVE IMMEDIATELY UPON PASSAGE AND PUBLICATION; AND DECLARING AN EMERGENCY.

WHEREAS, The City Commission of the City of Purcell, Oklahoma in planning the future growth and development of said City, having deemed it in the best interests of the citizens and residents thereof, annex said tracts of land more particularly described as follows, to-wit:

The Estep Estate, consisting of 50 acres as follows: commencing at the Southeast corner of said Southwest quarter; thence west along the South line of said section a distance of 658.37 feet to point of beginning; thence West along a line parallel to South section a distance of 419.27 feet; thence North a distance of 37 feet to a point on the East right of Way line of State Highway 74-G; thence Northwesterly along a curve having a radius of 11,559.20 feet a distance of 709.2 feet, said curve being along the East right of way line of State Highway 74-G; thence North 3° 22' West along said Right of Way line a distance of 102.9 feet; thence Northwesterly along a curve having a radius of 11,579.2 feet a distance of 37.15 feet, said curve being along said right of way line; thence Northwesterly along a curve having a radius of 11,559.20 feet a distance of 164.55 feet; thence North 27° 16' a distance of 102.9 feet; thence Northwesterly on a curve to the left having a radius of 11,559.20 feet a distance of 504.4 feet; thence North 7° 43' West a distance of 51.4 feet; thence Northwesterly on a curve to the left having a radius of 11,569.2 feet a distance of 151.3 feet; thence North 31° 10' West a distance of 51.4 feet; thence Northwesterly on a curve to left having a radius of 11,559.2 feet a distance of 151.8 feet to a point on North line of said State Highway 74-G right of way, said point is also North line of the South/2, NW/4, SW/4; thence East along a line parallel to South section line a distance of 298.2 feet; thence North along the West line of the NW/4 NE/4 SW/4 and the SW/4 SE/4 NW/4 a distance of 1320 feet; thence East along the North line of said SW/4 SE/4 NW/4 a distance of 660 feet; thence South along the East line of said SW/4 SE/4 NW/4 and the W/2 of the E/2 of the SW/4 a distance of 3300 feet to the point of beginning, containing 50 acres, more or less. Said tract subject to 33 foot road easement along the South side and a 30 foot easement along the West side. The South Ten (10) acres of said tract is hereby zoned U-3 Commercial; ten (10) acres, more or less, more particularly described as follows: commencing at the Southeast corner of said Southwest quarter; thence West along the South line of said Section a distance of 658.37 feet for a point of beginning; thence West along the South line of said Section a distance of 419.27 feet; thence North a distance of 37 feet to a point on the East Right of Way line of State Highway 74-G; thence Northwesterly along a curve having a radius of 11,559.20 feet a distance of 709.20 feet, said curve being along the East Right-of-Way line of State Highway 74-G; thence N 3° 22' W along said Right-of-Way line a distance of 102.90 feet; thence Northwesterly along a curve having a radius of 11,579.20 feet a distance of 37.15 feet; said curve being along said Right-of-Way line; thence East and parallel to the South line of said Section a distance of 590 feet; thence S 0° 17' 20" E. a distance of 865 feet to the point of beginning. Section 36, Township 7 North, Range 2 West of the Indian Meridian, McClain County, Oklahoma.

The Purcell Veterinary Hospital property described as a piece, parcel or tract of land lying East of the Interstate Highway 35 in the S/2 SW/4 NW/4 and the NE/4 NW/4 SW/4, all in Section 36, Township 7 North, Range 2 West, McClain County, Oklahoma more particularly described as follows: Beginning at the Northeast corner of the

said S/2 SW/4 NW/4 and running West a distance of 887.7 feet to the East right-of-way line of the said highway; thence Southeasterly along said right-of-way line (which is a curve to the right having a radius of 11,559.2 feet) for a distance of 896.5 feet; thence Easterly a distance of 501 feet to a point on the East line of said NE/4 NW/4 SW/4, 552 feet North of the Southeast corner; thence North a distance of 768 feet to the point of beginning, containing 12.4 acres, more or less, and zoned Agricultural.

The Carco Investments, Inc property more particularly described as follows: A part of the N/2 SW/4 NW/4, Section 36, Township 7 North, Range 2 West, McClain County, Oklahoma, beginning at a point on the South line of said N/2 SW/4 NW/4 a distance of 433.5 feet East of the SW corner of said N/2 SW/4 NW/4 said point being on the East State Highway Right-of-way line; thence Northwesterly along said East Right-of-way line on a curve to the left having a radius of 11,559.2 feet, a distance of 618.0 feet; thence N 25° 18' E a distance of 91.0 feet to a point on the North line of said N/2 SW/4 NW/4 and said East Right-of-way line; thence East along said North line a distance of 673.3 feet; thence South and parallel to the West line of said N/2 SW/4 NW/4, a distance of 657.3 feet to a point on the South line of said N/2 SW/4 NW/4 thence West along said South line a distance of 387.5 feet to the point of beginning, containing 8.0 acres, more or less.

The Carco Investments, Inc. property more particularly described as follows: a part of the North/2 SW/4 NW/4, Section 36, Township 7 North, Range 2 West, McClain County, Okla, more particularly described as beginning at a point on the South line of said North/2 SW/4 NW/4 a distance of 821.0 feet East of the Southwest Corner of said North/2 SW/4 NW/4; thence North and parallel to the West line of said N/2 SW/4 NW/4 a distance of 657.3 feet to a point on the North line of said N/2 SW/4 NW/4; thence East along said North line a distance of 503.8 feet to the Northeast Corner of said N/2 SW/4 NW/4; thence South along the East line of the N/2 SW/4 NW/4 a distance of 656.05 feet to the Southeast corner of said North/2 SW/4 NW/4; thence West along the South line of said North/2 SW/4 NW/4 a distance of 503.2 feet to the point of beginning, containing 28 acres, more or less.

Doris Sparlin property more particularly described as follows: The Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Thirty-Six (36), Township Seven(7) North, Range Two (2) West, McClain County, Oklahoma.

NOW, THEREFORE, THE COMMISSION OF THE CITY OF PURCELL HEREBY ORDAINS:

SECTION 1. That the City limits of the City of Purcell, Oklahoma be extended to include the following described property, to-wit:

A tract of land in the West half of Section 36, Township 7 North, Range 2 West of the Indian Meridian; lying East and North of the East Right-of-Way line of State Highway 74-G more particularly described as follows: the NW NW and the SW SE NW; the W/2 NE SW; and all that part of the SW NW and the E/2 NW SW and the NE SW SW and the W/2 SE SW that lies East and North of the East Right-of-Way line of State Highway 74-G all in Section 36, Township 7 North, Range 2 West, IN;

and the same is hereby annexed to said City.

SECTION 2. That for the preservation of the public peace, and safety an emergency is hereby deemed to exist by reason whereof this ordinance shall take effect, and be in full force and effect immediately from and after it's passage, approval and publication.

Passed and approved this 19 day of May, 1975.



*J. L. Miller*  
Mayor

*Mary L. Summers*  
Clerk-Treasurer

Published 22 day of May 1975-Purcell Register.



BOOK 554 PAGE 689

STATE OF OKLAHOMA )  
COUNTY OF McCLAIN ) SS

I, the undersigned, the duly qualified Clerk/Treasurer of the City of Poree, in said County of State, hereby certify that the above is a true and correct copy of Ordinance 863, is a true and complete copy of Ord. # 862, duly adopted by the City Commission and approved by the Mayor of said City, on the date therein set out, and recorded in my office.

WITNESS my hand and seal of said City this 17  
of November, A.D. 1975

(SEAL) Mary J. Summers  
City Clerk/Treasurer

STATE OF OKLAHOMA )  
McCLAIN COUNTY ) SS  
Filed for record on the  
19 day of January, D. 19 76  
at Poree O'clock 2 P.M. Recorded in  
Book 554 on page 689  
Jimmeline Collins, County Clerk  
By \_\_\_\_\_ Deputy  
Return to: City Clerk  
City Hall, Poree

#15



Notary Public  
 State of Oklahoma  
 My Commission Expires  
 12/31/2000  
 My Office is in  
 McClain County, Oklahoma

Form 1489 Rev. 5/66

FINAL PLAT  
 OF

# NORTHERN WINDS HEIGHTS

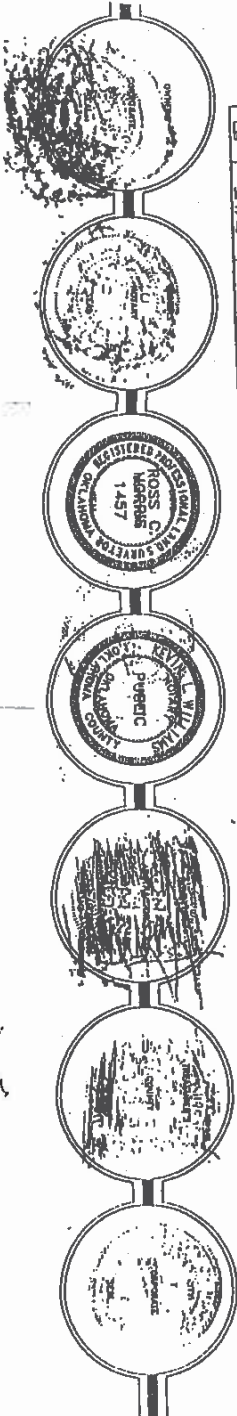
BEING A PART OF THE N.W./4 OF SEC. 36, T. 7 N., R. 2 W., I.  
 CITY OF PURCELL, MCCLAIN COUNTY, OKLAHOMA

Filed by  
 McClain  
 County Clerk  
 Book 1489  
 Page 566  
 Date 7-14-98  
 Time 2:30

250

CLERK DATA

NUMBER	BEARS	ADJUST	CHANG	DIRECTION	MARKER	
60	27078'44"	50.00	29.04	N 89°07'07" E	14.50	
61	48714'53"	54.50	27.33	N 82°07'15" W	14.50	
62	48714'53"	54.50	27.33	N 82°07'15" W	14.50	
63	51708'28"	100.00	54.50	N 44°18'00" E	26.28	
64	51708'28"	100.00	54.50	N 44°18'00" E	26.28	
65	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
66	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
67	58253'11"	150.00	10.00	N 58°11'50" W	24.15	
68	58253'11"	150.00	10.00	N 58°11'50" W	24.15	
69	58253'11"	150.00	10.00	N 58°11'50" W	24.15	
70	19820'25"	50.00	138.17	N 02°01'25" W	208.17	
71	04811'00"	13.50	30.87	N 78°31'52" W	10.97	
72	34292'95"	34.50	20.87	N 50.88	10.97	
73	34292'95"	34.50	20.87	N 50.88	10.97	
74	52707'42"	50.00	254.04	N 70°41	5 82°07'15" W	48.50
75	48714'53"	54.50	27.33	N 82°07'15" W	14.50	
76	48714'53"	54.50	27.33	N 82°07'15" W	14.50	
77	48714'53"	54.50	27.33	N 82°07'15" W	14.50	
78	14248'17"	150.00	32.50	N 14°48'22" E	26.28	
79	14248'17"	150.00	32.50	N 14°48'22" E	26.28	
80	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
81	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
82	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
83	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
84	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
85	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
86	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
87	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
88	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
89	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
90	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
91	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
92	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
93	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
94	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
95	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
96	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
97	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
98	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
99	27272'48"	100.00	51.50	N 14°48'22" E	26.28	
100	27272'48"	100.00	51.50	N 14°48'22" E	26.28	



2500

Plat of Northern Winds Hts.  
pt. of NW14 36-7N-2W

Recpt. # 6104

BK 1489 Pg. 566 - Plat 2 pg 24-A

Filed 7-14-98 @ 2:30 pm

Bk. 1 - lots 1-13

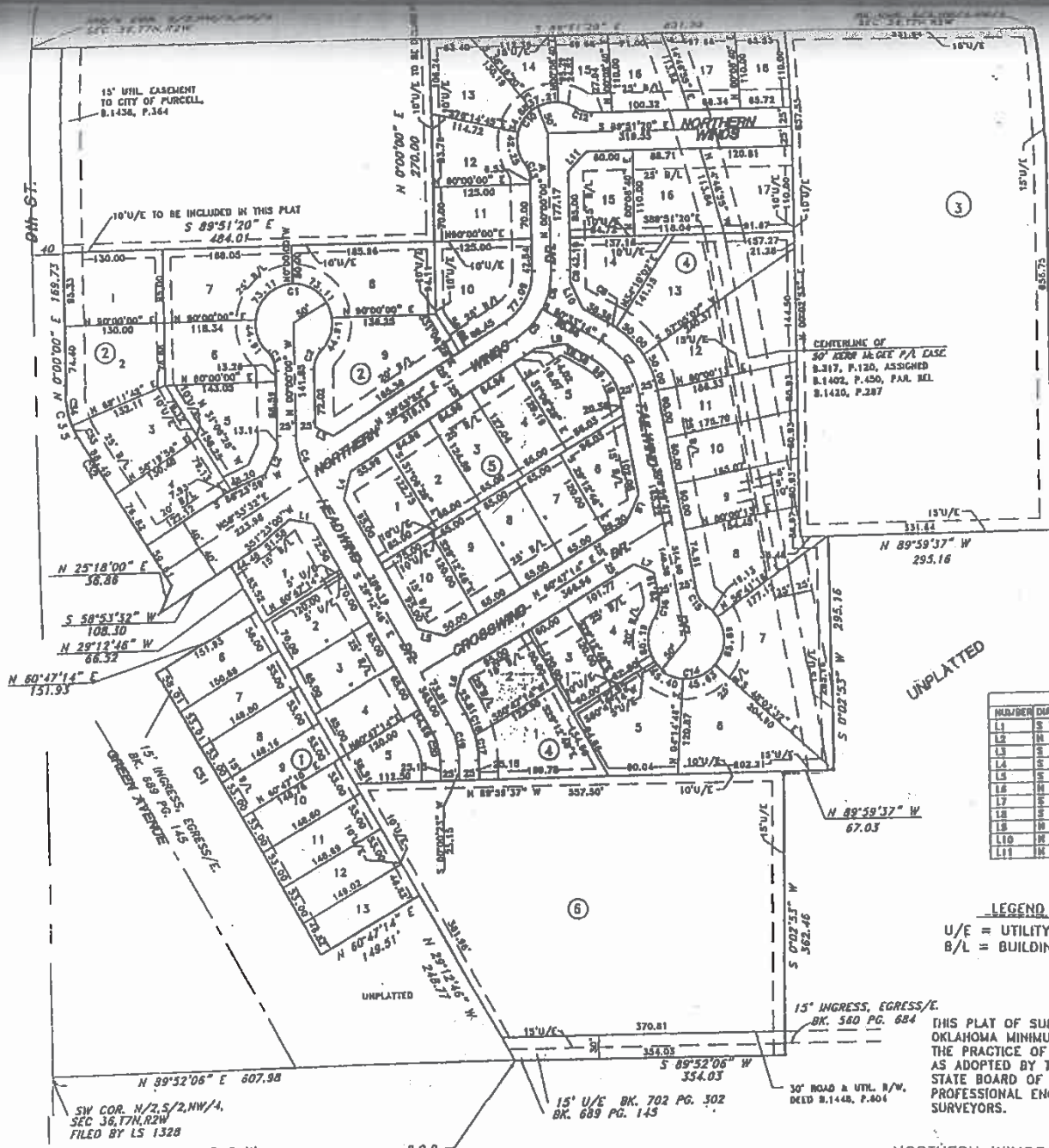
Bk. 2 - lots 1-18

Bk. 3 - no lots

Bk. 4 - lots 1-17

Bk. 5 - lots 1-10

Bk. 6 - no lots

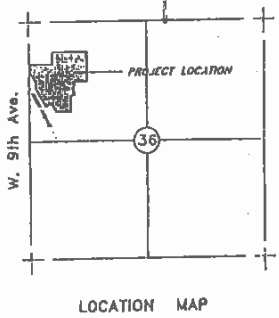


NUMBER	DIRECTION	DISTANCE
L1	S 78°24'51" E	32.34
L2	N 27°18'02" E	38.81
L3	S 62°10'17" E	28.91
L4	S 148°23' W	38.84
L5	S 72°12'46" E	38.34
L6	N 15°47'14" E	33.54
L7	S 65°36'18" E	28.89
L8	S 25°23'44" W	46.78
L9	N 83°05'03" E	48.38
L10	N 2°11'31" W	48.18
L11	N 45°42'20" E	33.51

**LEGEND**  
 U/E = UTILITY EASEMENT  
 B/L = BUILDING LINE

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

**NORTHERN WINDS DESIGN ENGINEERS, INC.**  
 1814 GREENBRIAR PLACE  
 OKLAHOMA CITY, OKLA.  
 (405) 691-8333  
 CA 1020, EXP. 6-30-98





OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT FIRST AMERICAN BANK AND TRUST COMPANY, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS, OR CORPORATION HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND THAT THEY HEREBY DEDICATE ALL THE STREETS AND EASEMENTS SHOWN HERON TO THE PUBLIC, FOR THE PURPOSES OF STREETS, UTILITIES AND DRAINAGE, FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS FOREVER, AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE. IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 14 DAY OF JULY 1992.

FIRST AMERICAN BANK AND TRUST COMPANY

ASST. SECRETARY

CHAIRMAN BOARD OF DIRECTORS

STATE OF OKLAHOMA } COUNTY OF McClain

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 13 DAY OF July 1992, PERSONALLY APPEARED HOYT P. MATES, CHAIRMAN BOARD OF DIRECTORS, FIRST AMERICAN BANK AND TRUST COMPANY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED WITHIN FOREGOING INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN SET FORTH.

MY COMMISSION EXPIRES: 3-4-00

NOTARY PUBLIC

LEGAL DESCRIPTION:

A part of the Northwest Quarter (NW/4), Section Thirty-Six (36), Township Seven (7) North, Range Two (2) West of the Indian Meridian, McClain County, Oklahoma. Sold part being more particularly described as follows: COMMENCING at the Southwest corner, North Half (N/2), South Half (S/2), Northwest Quarter (NW/4) of said Section Thirty-Six (36); Thence North 89° 52' 06" East along the South line of said North Half (N/2), South Half (S/2) of said Northwest Quarter (NW/4) a distance of 807.58 feet to the POINT OF BEGINNING; Thence North 29° 12' 48" West a distance of 248.77 feet; Thence South 80° 47' 14" West a distance of 148.51 feet to a point on the East Right-of-Way line of State Highway 77, said point being a point on a curve to the left having a chord bearing of North 28° 33' 30" West and a radius of 11589.20 feet; Thence Northwesterly along the arc of said curve a distance of 422.85 feet to a point; Thence North 60° 47' 14" East a distance of 151.83 feet; Thence North 28° 12' 48" West a distance of 88.32 feet; Thence South 58° 53' 32" West a distance of 108.30 feet; Thence North 23° 18' 00" East a distance of 34.88 feet to a point on a curve to the left having a chord bearing of North 31° 32' 06" West and a radius of 11835.20 feet; Thence Northwesterly along the arc of said curve a distance of 224.91 feet to a point on a curve to the right having a chord bearing of North 11° 18' 48" West and a radius of 110.00 feet; Thence Northwesterly along the arc of said curve a distance of 110.00 feet to the Northwest corner; Thence North 29° 12' 48" West along the East line of said Northwest Quarter (NW/4); Thence North 0° 00' 00" East parallel to said West line a distance of 188.73 feet; Thence South 89° 51' 20" East a distance of 484.01 feet; Thence North 00° 00' 00" East a distance of 370.00 feet; Thence South 89° 51' 20" East a distance of 891.30 feet to the Northwest corner; Thence North (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4), Thence South 00° 02' 03" West along the East line of said South Half (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4) a distance of 858.75 feet to the Southwest corner of said South Half (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4); Thence North 89° 51' 20" West along the South line of said South Half (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4) a distance of 295.18 feet; Thence South 0° 02' 03" West and parallel to the East line of the North Half (N/2), Southwest Quarter (SW/4), Northwest Quarter (NW/4) a distance of 295.18 feet; Thence North 89° 51' 20" East a distance of 87.83 feet; Thence South 0° 02' 03" West and parallel to the East line of the North Half (N/2), Southwest Quarter (SW/4), Northwest Quarter (NW/4), a distance of 342.48 feet to the South line North Half (N/2), Southwest Quarter (SW/4), Northwest Quarter (NW/4); Thence South 89° 52' 06" West along the said South line a distance of 354.03 feet to the POINT OF PLACE OF BEGINNING. Containing 26.32 acres, more or less.

LAND SURVEYOR'S CERTIFICATE

I, ROSS C. MORRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL REGISTERED LAND SURVEYOR THAT THE ANNEXED PLAT CORRECTLY REPRESENTS A CAREFUL SURVEY MADE UNDER MY DIRECTION, AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

ROSS C. MORRIS, L.S. 1457

STATE OF OKLAHOMA } COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROSS C. MORRIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, GIVEN UNDER MY HAND AND SEAL THE 18th DAY OF June 1992.

MY COMMISSION EXPIRES: APR 9, 2001

NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFYING ACTING COUNTY TREASURER OF McClain County, State of Oklahoma, THAT THE RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 1992, AND YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT, THAT THE REQUIRED STATUTOR SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARAN PAYMENT OF THE CURRENT YEARS TAXES. IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT THE CITY OF PURCELL, OKLAHOMA, THIS 17 DAY OF July 1992.

COUNTY TREASURER

CITY PLANNING COMMISSION APPROVAL

CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE PURCELL, STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE SAID COMMISSION DULY A. THE ANNEXED PLAT ON THE 17 DAY OF July 1992.

CHAIRMAN

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PURCELL, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT ARE HEREBY ACCEPTED, ADOPTED BY THE COUNCIL OF THE CITY OF OKLAHOMA, OKLAHOMA, THIS 16 DAY OF July 1992.

CITY CLERK

V. C. E. MAYOR

CERTIFICATE OF CITY CLERK

CITY CLERK OF THE CITY OF PURCELL, STATE OF OKLAHOMA, HERI CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFE PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAI FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST LAND SHOWN ON THE ANNEXED PLAT ON THIS 16 DAY OF July 1992.

CITY CLERK

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES, IN AND FOR THE COUNTY OF McClain, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND ON THE ANNEXED PLAT IS VESTED IN FIRST AMERICAN BANK AND TRUST COMPANY THAT ON THE 17 DAY OF July 1992, THERE ARE NO ACTIONS PENDING OR JUDGEMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COUNTY IN SAID COUNTY AND STATE AGAINST SAID LAND, OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR YEAR 1992 AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND, AND NO TAX ORDERS ARE ISSUED TO ANY ONE PERSON, THAT THERE ARE NO LENS, MORTGAGES, OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE ANNEXED PLAT, EXCEPT MORTGAGES, MINERALS, WATER RIGHTS AND EASEMENTS OF RECORD PREVIOUSLY RESERVED, EXCEPTED OR GRANTED.

IN WITNESS WHEREOF, SAID BONDED ABSTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 19th DAY OF June 1992.

ASST. SECRETARY

VICE-PRESIDENT

252

#16

6105

BOOK 1489 PAGE 567

26.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by **FIRST AMERICAN BANK AND TRUST COMPANY OF PURCELL, OKLAHOMA**, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the Owner of certain property in Purcell, County of McClain, State of Oklahoma, which is more particularly described as:

Northern Winds Heights, being a part of the Northwest quarter of Section ~~36~~ <sup>36, ABM</sup>, Township 7 North, Range 2 West of the Indian Meridian, located approximately East of Green Avenue and West Ninth Street.

NOW THEREFORE, Declarant hereby declares that all of the properties described above be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

**Section 1** "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 2** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto, as may hereafter be brought within the jurisdiction of these Covenants.

**Section 3** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

**Section 4** "Declarant" shall mean and refer to First American Bank and Trust Company of Purcell, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

**Section 5** "Architectural Committee" shall consist of three (3) members of the Board of Directors of the First American Bank and Trust Company, Purcell, Oklahoma, or individuals appointed by the Board. The Committee shall be structured in this manner as long as the Bank shall own any property in this development. Should the Bank cease to own property, they shall appoint three (3) individuals as their successors. Their successors shall appoint their own replacements.

ARTICLE II

ARCHITECTURAL CONTROL

**Section 1 Review** No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant, or (b) a committee composed of three (3) or more representatives appointed by the Declarant. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied.

**Section 2 Fees** No fee shall ever be charged by the Architectural Committee for the review specified in Section 1 or for any waiver or consent provided for herein.

**Section 3 Proceeding with Work** Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

ARTICLE III

LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS

**Section 1 Land Classification** All lots within blocks 4 and 5 are hereby classified as single-family lots, i.e., each such lot shall be used exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Developer, one (1) or more lots or one (1) lot and a part of a second lot may be combined into a plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire lot, nor more than one (1) residence on any lot or plot. No

gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

Lots 6, 7, 8, 9, 10, 11, 12, and 13 of Block 1 and Lots 1, 2, 3, and 4 of Block 2 are designated for commercial use and are hereby exempted from these covenants. Block 3 and Block 6 are designated for future subdivision into residential lots; however, the covenants pertaining to residential construction shall apply to any lots contained in Block 3 and Block 6.

**Section 2 Building Restrictions**

(a) **Minimum Residence Size** No residence which contains less than 1,500 square feet, exclusive of basements, open porches, attached carports, attached garages and detached structures shall be built on any lot.

(b) **Maximum Residence Height** No residence which contains more than two (2) stories shall be built on any lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 1,200 square feet.

(c) **Materials** The principal exterior material of the first floor of any residence shall be at least eighty percent, (80%) brick, stone or stucco and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of any residence. Roofs may be of wood shingles or shakes; slate, clay or concrete tile; built-up with stone covering' or "approved" laminated type composition shingles. "Approved" laminated type composition shingles shall be limited to those which carry a UL Class "A" fire rating, UL wind resistance rating against winds up to 60 MPH, and manufacturer's limited warranty for not less than twenty-five (25) years.

(d) **Foundations** Foundations shall be designed so as to prohibit exposure of formed concrete above natural grade.

(e) **Garages** Garages or carports must be at least two (2) cars wide and may be attached to, detached from or built within a residence. All overhead doors must be aluminum, steel or other metal approved by the Architectural Committee.

(f) **Building Limit Lines** No building structure or part thereof, except as herein after provided, shall be erected or maintained on any lot beyond the front building limit line. Further, no building structure or part thereof shall be erected nearer than five (5) feet to a side lot line except that cornices, spoutings, chimneys and ornamental projections may extend two (2) feet nearer such side lot line; such limitations being herein called the "Side Building Limit Lines."



(g) Single Story Homes All single story homes shall have a minimum of six (6) pitch principal roof line unless the Architectural Committee waives this requirement.

(h) Signs, Billboards and Detached Structures No signs or billboards will be permitted upon any lot except signs advertising the sale or rental of a lot or lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant. No Detached Structures shall be allowed on any lot which (a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height.

For the purpose of this restriction, small tool storage sheds of less than 121 square feet floor areas and six (6) foot six (6) inch (6'6") cave height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high, sight-proof fence.

(i) Grading and Excavation No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire or easement may effect all necessary repairs and charge the cost of the same to such Owner.

(j) Moving Existing Building Onto a Lot Prohibited No existing, erected house or detached structure may be moved onto any lot from another location.

(k) Construction Period Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous unless delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent which will not be unreasonably withheld, the Developer may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense.

(l) Utilities The Owner of each lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities as long as underground distribution systems are available. Any and all rebates or refunds payable by the City of Purcell or any other provider of utilities related to reimbursement for development cost shall be payable only to the developer and shall not become the property of any subsequent property owner.

Section 3 General Restrictions

(a) Animals No animals, fish, reptiles, rabbits, swine, or fowl, other than a reasonable number generally recognized as house or yard pets, shall be maintained on any lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any owner, or at its sole discretion, the Declarant may declare any particular animal, fish, reptile, rabbits, swine or fowl regardless of size or number to be a nuisance and that any number of such animals shall be a nuisance and/or a hazard to the enjoyment, pleasure or health to other owners. In no instance shall horses, mules, donkeys, cattle, goats, rabbits, swine, ratites, or sheep be considered as house or yard pets and permissible under this Section.

(b) Storage of Building Materials No building material of any kind or character shall be placed or stored upon the property line of the lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

(c) Vacant Lots No trash, grass clippings, shrub trimmings, ashes or other refuse may be thrown or dumped on any vacant lot. Dead trees or shrubs shall be removed within the growing season that they appear to be dead. Each Owner of a vacant lot is required to keep such lot in presentable condition or the Declarant may, at its discretion, mow such lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such lot for the cost involved, which shall constitute a lien upon such lot to the same extent as provided elsewhere herein.

(d) Nuisances No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

(e) Storage Tanks No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the lots without the consent in writing of the Architectural Committee.

(f) Boats, Trailers and Vehicles; Temporary Residences Boats, trailers, motorhomes, or other recreational vehicles may be kept on the premises provided they are concealed within the residence garage or located behind an approved 6-foot high, sight-proof fence. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks, are prohibited. No more than two vehicles may be parked on the driveway on a regular basis.

Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman. No garage or out-building on any lot shall be used as a residence or living quarters, except by servants engaged on the premises.

(g) Maintenance of Lawns and Plantings on Lots Each owner shall keep all shrubs, trees, grass and plantings of every kind on his lot to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

(h) Repair of Buildings and Improvements No building or improvement upon any lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(i) Garbage, Trash Containers and Collections All garbage shall be disposed of in a kitchen sink appliance installed for that purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from streets or neighboring property, except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

(j) Clothes Drying Facilities No outside clothes drying or airing facility shall be visible from streets or neighboring property.

(k) Treeshouses, Platforms and Antennae No treeshouses, platforms in trees, play towers, or other similar structures or equipment, or radio or television antennae greater than four feet in height or three feet in diameter shall be visible from neighboring property.

(l) Fences Fences may be erected along rear property lines, side lot lines on interior lots and on or behind front building limit lines or side building limit lines abutting the side street or a corner lot as shown on the recorded plat. Fences shall be constructed of wood plank, stockade or similar wood materials and shall have finished picket or decorative side facing front and/or side streets. Masonry, stone or brick fences may be approved subject to Architectural Committee approval.

Section 4 Variances As to any lot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that, if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

Section 2 Enforcement Should the Owner or Tenant of any block or lot or building site in this addition violate any of the restrictive covenants or conditions contained herein, and

thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then, in such event, any owner of any block, lot or building site in this addition may institute legal proceedings to enjoin, abate or correct such violation or violations. The Owner of the block, lot or lots or building site permitting the violation of such restriction or condition shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorneys' fees, court costs, and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become alien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.

**Section 3 Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**Section 4 Amendment** The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of July, 1998.

FIRST AMERICAN BANK AND TRUST  
COMPANY OF PURCELL, OKLAHOMA

By: Hoyt P. Mayes  
Hoyt P. Mayes  
Chairman of the Board of Directors

STATE OF OKLAHOMA        }  
  }  
COUNTY OF McClain       }       ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of July, 1998, personally appeared Hoyt P. Mayes, to me known to be the identical persons

1489-574

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.



*Shelley Jones*  
\_\_\_\_\_  
Notary Public



**INDEX**

**DECLARATION**

**ARTICLE I: DEFINITIONS**

**ARTICLE II: ARCHITECTURAL CONTROL**

- Section 1 Review
- Section 2 Fees
- Section 3 Proceeding with Work

**ARTICLE III: LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS**

- Section 1 Land Classification
- Section 2 Building Restrictions
  - (a) Minimum Residence Size
  - (b) Maximum Residence Height
  - (c) Materials
  - (d) Foundations
  - (e) Garages
  - (f) Building limit lines
  - (g) Single-story homes
  - (h) Signs, billboards, and detached structures
  - (i) Grading and Excavation
  - (j) Moving existing buildings onto a lot prohibited
  - (k) Construction period
  - (l) Utilities
  - (m) Fireplaces
  - (n) Sidewalks
- Section 3 General Restrictions
  - (a) Animals
  - (b) Storage of building materials
  - (c) Vacant lots
  - (d) Nuisances
  - (e) Storage tanks
  - (f) Boats, trailers and vehicles; temporary residences
  - (g) Maintenance of lawns and plantings on lots
  - (h) Repair of buildings and improvements

Section 3 General Restrictions - continued

- (i) Garbage, trash containers and collections
- (j) Clothes drying facilities
- (k) Treehouses, platforms and antennae
- (l) Fences

Section 4 Variances

ARTICLE IV: GENERAL PROVISIONS

Section 1

- Section 2 Enforcement
- Section 3 Severability
- Section 4 Amendment

STATE OF OKLAHOMA ) SS  
 MCCLAIN COUNTY )  
 Filed for record on 11/28/10  
 at 2:20 P.M. Recorded in  
 Book 1489 on page 576  
 Phyllis Bennett, County Clerk.  
 By                      Deputy  
 Return to                     

*Just American Blvd*  
*P.O. Box 520*  
*Okmulgee OK 73050*



2010

34 #16

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the undersigned lot Owners, being not less than ninety percent (90%) of the lot Owners within Northern Winds Heights Addition to the City of Purcell, McClain County, Oklahoma, as defined in Section 4 appearing on page 7 of the original Declaration of Covenants, Conditions and Restrictions recorded on July 14, 1998, in Book 1489, Pages 567 through 576 of the records of McClain County, Oklahoma, hereinafter referred to as "Declarants of Amendment to Declaration".

WITNESSETH:

WHEREAS, Declarants of Amendment to Declaration are not less than ninety percent (90%) of the lot Owners within Northern Winds Heights Addition to the City of Purcell, McClain County, Oklahoma, being a part of the Northwest Quarter (NW/4) of Section Thirty-six (36), Township Seven (7) North, Range Two (2) West, I.M., McClain County, Oklahoma.

WHEREAS, Declarants of Amendment to Declaration hereby intend to amend the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, according to the terms hereof and intend to clarify the purpose and meaning of certain ambiguous provisions of said original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

NOW THEREFORE, Declarants of Amendment to Declarations hereby declare that except as stated herein, the recorded on July 14, 1998, in Book 1489, Pages 567 through 576 of the records of McClain County, Oklahoma, are reaffirmed and shall continue in full force and effect.

1. The definition of the terms "Owner", "Properties", "Lot", and "Declarant" as contained in ARTICLE I, DEFINITIONS, SECTION 1 through SECTION 4 shall remain unchanged.
2. Section 5 of ARTICLE I, DEFINITIONS, defining "Architectural Committee" is hereby amended and shall henceforth read as follows:  
Section 5. "Architectural Committee" shall consist of three (3) Owners elected by the Owners at annual meetings of the Owners. Each Lot shall have one (1) vote, provided however that no Owner shall be entitled to more than one (1) vote. The annual meeting of the Owners shall take place at 7:00 p.m. on the first Monday evening in August of each year at a location within the Addition to be determined by the Architectural Committee. Notice of the date and location of the annual meeting shall be mailed by first class mail at least 14 days prior to the annual meeting to all Owners at the address shown on the records of the McClain County Treasurer as of July 1 of each year. Until such time that the Architectural Committee shall be elected, HOWELL PENDLETON shall serve from the date hereof until

August 2, 2004; JOHN OTT shall serve from the date hereof until August 1, 2005; and PAT BAYTER shall serve from the date hereof until August 7, 2006. The terms of persons elected to succeed HUT P. MAYES, AL MUSGRAVE and KEVIN WINGATE shall be three (3) years. Any member of the Architectural Committee who ceases to be an Owner shall automatically cease to be a member of the Architectural Committee. In the event of a vacancy on the Architectural Committee, the remaining members of the Architectural Committee may appoint a new member to serve the remainder of the term that has been vacated. In the event the remaining members fail to appoint a new member of the Architectural Committee within sixty (60) days of a vacancy occurring, then a special meeting of the Owners must be called to elect a member of the Architectural Committee to serve the remainder of the term that has been vacated. Notice of a special meeting shall be given in the same manner as notice of an annual meeting to all Owners as shown by the records of the McClain County Treasurer as of the date that the notice is required to be mailed. No Owner shall succeed themselves as a member of the Architectural Committee unless 100% of the Owners unanimously elect a member to succeed themselves at an annual meeting. At no time shall more than one member of the Architectural Committee be a non-resident Owner.

3. Section 1 of ARTICLE II, ARCHITECTURAL CONTROL, is hereby amended and shall henceforth read as follows:

Section 1. Review No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans or specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee". With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied.

4. Section 2 and 3 of ARTICLE II, ARCHITECTURAL CONTROL, dealing with "Fees" and "Proceeding with Work" shall remain unchanged.

5. Section 1 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:

Section 1. Land Classification All Lots within Blocks 4 and 5 are hereby classified as single-family lots, i.e. each such lot shall be used

exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof, provided, however, that with the written approval of the Architectural Committee, one (1) or more lots or one (1) lot and a part of a second lot may combined into a plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire lot, nor more than one (1) residence on any lot or plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the Owner thereof subject to all the terms and provisions hereof.

Lots 6, 7, 8, 9, 10, 11, 12, and 13 of Block 1 and Lots 1, 2, 3, and 4 of Block 2 are designated for commercial use and are hereby exempted from these covenants. Block 3 has been previously withdrawn from these covenants. Block 6 is designated for future subdivision into residential lots; however the covenants pertaining to residential construction shall apply to any lots contained in Block 6.

6. Paragraphs (a), (b), (c), (d), (e), (f), and (g) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Minimum Residence Size", "Maximum Residence Height", "Materials", "Foundations", "Garages", "Building Limit Lines" and "Single Story Homes" shall remain unchanged.
7. Paragraph (h) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:
 

**(h) Signs, Billboards and Detached Structures** No signs or billboards will be permitted upon any lot except signs advertising the sale or rental of a lot or lots which do not exceed five (5) square feet in area. No Detached Structure shall be allowed on any lot which (a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height. For purposes of this restriction, small tool storage sheds of less than 121 square feet floor areas and six (6) foot, six (6) inch (6'6") cave height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high sight-proof fence.
8. Paragraph (i) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Grading and Excavation" shall remain unchanged.
9. Paragraph (j) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:



(j) **Moving Existing Building Onto a Lot Prohibited** No existing, erected house or detached structure may be moved onto any lot from another location. For purposes of clarification, the prohibition of this paragraph shall extend to modular housing, mobile homes, and all other structures manufactured, constructed, fabricated or assembled off site and moved onto any lot regardless of whether the structure is new or remodeled.

10. Paragraph (k) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:

(k) **Construction Period** Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous unless the delay is approved by the Architectural Committee in writing. Said consent shall not be unreasonably withheld. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent, the construction site shall be deemed a nuisance and the Architectural Committee or any Owner may seek to have the nuisance abated as a private nuisance at the cost of the Owner of the Lot upon which construction is delayed, in any manner provided by law.

11. Paragraph (l) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Utilities" shall remain unchanged.





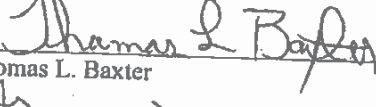
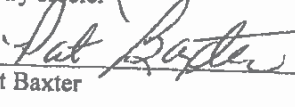


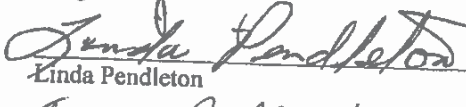


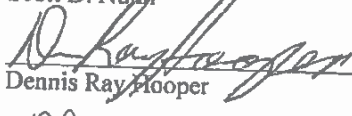

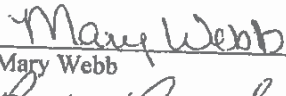
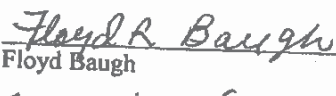
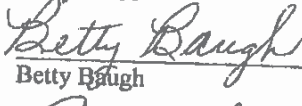
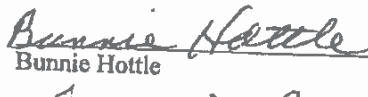
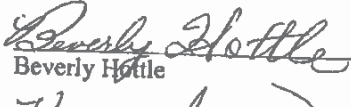
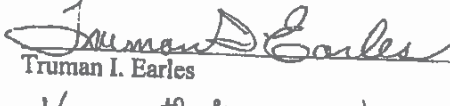


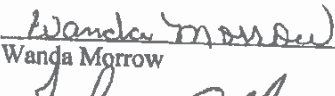
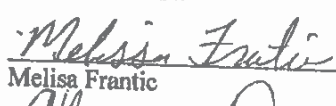
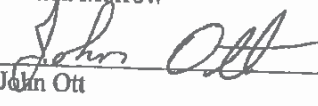
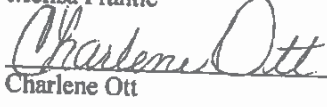
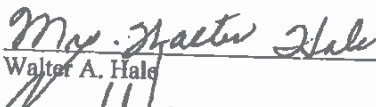

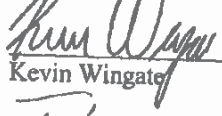
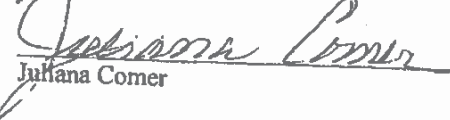

12. Paragraph (a) of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:

(a) **Animals** No animals, fish reptiles, rabbits, swine, or fowl, other than a reasonable number generally recognized as house or yard pets, shall be maintained on any lot, and then only if kept solely as household pets and not kept, bred, or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any owner, or at its sole discretion, the Architectural Committee may declare any particular animal, fish, reptile, rabbit, swine or fowl regardless of size or number to be a nuisance and that any number of such animals shall be a nuisance and/or a hazard to the enjoyment, pleasure or health of other Owners. In no instance shall horses, mules, donkeys, cattle, goats, rabbits, swine, ratites, or sheep be considered as house or yard pets and permissible under this section.

13. Paragraph (b) of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Storage of Building Materials" shall remain unchanged.

14. Paragraph (c) of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:  
(c) Vacant Lots No trash, grass clippings, shrub trimmings, ashes or other refuse may be thrown or dumped on any vacant lot. Dead trees or shrubs shall be removed within the growing season that they appear to be dead. Each Owner of a vacant lot is required to keep such lot in presentable condition or the Architectural Committee may at its discretion, mow such lot or contract to mow such lot, trim trees, remove trash or refuse and, if necessary, levy and assessment upon such lot for the cost involved, which shall constitute a lien upon such lot to the same extent as provided elsewhere herein.
15. Paragraphs (d), (e), (f), (g), (h), (i), (j), (k), and (l), of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Nuisances", "Storage Tanks", "Boats, Trailers and Vehicles; Temporary Residences", "Maintenance of Lawns and Plantings on Lots", "Repair of Building and Improvements", "Garbage, Trash Containers and Collections", "Clothes Drying Facilities", "Treehouses, Platforms and Antennas", and "Fences" shall remain unchanged.
16. Section 4 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:  
Section 4 Variances As to any Lot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive, provided, any such variance shall be minor and shall not substantially depart from the limitations and restrictions of Sections 1 through 3 of this Article.
17. Following Section 4 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, in the original Declaration of Covenants, Conditions and Restrictions appears a Section 2 relating to Enforcement and a Section 3 relating to Severability and a Section 4 relating to Amendment, all of which shall remain unchanged.

IN WITNESS WHEREOF, the undersigned Declarants of Amendment to Declaration, who represent that they constitute not less than ninety percent (90%) of the lot Owners within Northern Winds Heights Addition to the City of Purcell, McClain County, Oklahoma, have hereunto set their hands this 29 day of AUGUST, 2013.

 Emily Marie Woolen Smith	 Matt Smith
 Bill W Mann	 Mary Keeler
 Thomas L. Baxter	 Pat Baxter
 Greg Wheat	 Howell Pendleton
 Linda Pendleton	 Scott D. Nunn
 Anita Ballard	 Dennis Ray Hooper
 Todd Webb	 Mary Webb
 Floyd Baugh	 Betty Baugh
 Bonnie Hottle	 Beverly Hottle
 Truman I. Earles	 Kaoru Earles
 Kenneth Morrow	 Wanda Morrow
 Melisa Frantic	 John Ott
 Charlene Ott	 Walter A. Hale
 James Farris	 Kevin Wingate
 Juliana Comer	 Juliana Comer



Greenfield Homes Inc.

STATE OF OKLAHOMA )  
                                  )     ss.  
COUNTY OF McCLAIN )


Before me, the undersigned Notary Public, in and for said County and State, on this 1st day of September, 2003, personally appeared the following persons:

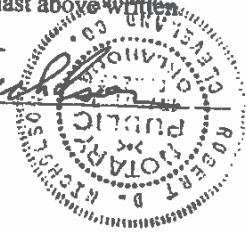
Juliana Comer, Matt Smith, Emily Marie Wootten Smith, Bill W. Mann, Mattie West, Mary Keeler, Thomas L. Baxter, Pat Baxter, Greg Wheat, Howell Pendleton, Linda Pendleton, Scott D. Nunn, Robert D. Nicholson, Dennis Ray Hooper, Todd Webb, Mary Webb, Floyd Baugh, Betty Baugh, Bunnie Hottle, Beverly Hottle, Truman I. Earles, Kaoru Earles, Kenneth Morrow, Wanda Morrow, Melisa Frantic, John Ott, Charlene Ott, Walter A. Hale, James Farris, Kevin Wingate, Greenfield Homes Inc, and Anita Ballard

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, this day and year last above written

Commission Number and Expiration Date:

  
Notary Public



02007731     5/1/2006





4553

KM-22-A

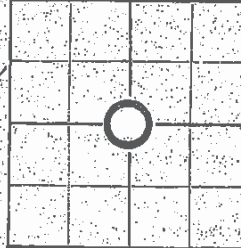
RIGHT OF WAY GRANT

IN CONSIDERATION OF one and 10/100 DOLLARS

this day paid to Ray & Doris Sparlin

by KERR-McGEE OIL INDUSTRIES, INC., receipt whereof is hereby acknowledged \_\_\_\_\_ do hereby grant and convey unto said KERR-McGEE OIL INDUSTRIES, INC., its successors and assigns, the right to locate, maintain and operate a pipe line for the purpose of conveyance of oil, gas and by-products thereof, water, and such drips, fittings, meters and appurtenances as may be necessary or convenient for such operations, over, through and upon that certain tract of land situated in McClain County Oklahoma

and thus described NW 1/4 NW 1/4 & NE 1/4 SW 1/4 of NW 1/4  
Sec 313 Acres Section 36 T12N R2W  
McClain County Oklahoma.



Also there is hereby granted a right to erect and maintain a power and telephone line. The rights herein granted shall permit the use of such land as may be necessary for said pipe line and for said power and telephone line, and shall also permit the grantee herein, its successors and assigns, to do whatever may be necessary to their construction or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said pipe line and said power and telephone line, and for removing of same when desired by the grantee, its successors and assigns. And the right to lay, construct, operate, maintain and remove additional pipe lines, power and telephone systems, over said lands, is hereby granted to KERR-McGEE OIL INDUSTRIES, INC., its successors and assigns, upon payment of an additional sum equal to the consideration above named. If the amount of damages to fences, crops or other improvements which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or power and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by Kerr-McGee Oil Industries, Inc., its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

TO HAVE AND TO HOLD the said easement unto the said KERR-McGEE OIL INDUSTRIES, INC., its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried below plow depth when requested by said grantor.

WITNESS \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

Ray Sparlin  
STATE OF OKLAHOMA  
McCLAIN COUNTY

Filed for record on this  
25 day of August A. D. 1960  
at 8:30 o'clock A.M. Recorded in  
Book 317 on Page 120  
By W.A. Durstberger County Clerk  
Durstberger

ACKNOWLEDGMENT

STATE OF Oklahoma  
COUNTY OF McClain } ss.

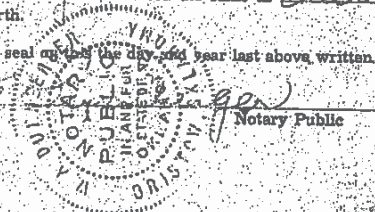
Before me, W.A. Durstberger, a Notary Public within and for the

above named county and state, on this 9 day of June 1960, personally appeared

Ray & Doris Sparlin to me known to be the identical persons who executed the within and foregoing instruments, 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.

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

My Commission Expires August 3, 1963

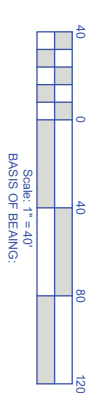
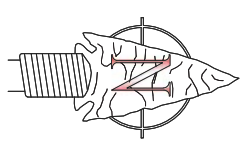
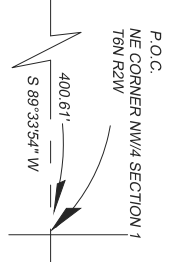


#18



# EXHIBIT E

BOOK 2671 PAGE 674



**LEGEND**

- PROPERTY LINE
- SET 5/8\"/> IRON ROD WITH CAP
- FOUND MONUMENT (AS NOTED)

## LEGAL DESCRIPTION

A TRACT OF LAND IN THE NE/4 OF SECTION 1 T8N R2W 1/4 IN PURCELL, MC CLAIN COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NE CORNER OF SAID NW/4; THENCE S 89° 33' 54\"/>

I, J. STEVEN FOX, a Registered Professional Land Surveyor for the State of Oklahoma, hereby state that this plat of survey meets or exceeds the Oklahoma Minimum Technical Standards for the practice of land surveying. I further state that said survey, shown on this certificate was made in accordance with the original survey of this covering area, and that this plat is a true and correct representation of said survey and/or improvements thereon.

**ENDORSEMENTS**

- This property is Public R/W
- Adjacent property on this property
- No encroachment

ALL CORNERS MONUMENTED AS DENOTED

Certificate of Authorization #51165  
 J. STEVEN FOX  
 C of A Expires June 30, 2024 P.L.S. No. 1165 Oklahoma  
 (c) Copyright 2022 Fox Engineering, Inc. 1 SEPT 2022

**UTILITY STATEMENT**

UNDERGROUND UTILITIES SHOWN ARE ONLY APPROXIMATE LOCATIONS. DEPICTION OF UTILITY LINES WERE DRAWN FROM EXISTING ABOVE GROUND OBJECTS SUCH AS FIRE HYDRANTS, TUG BOXES, POWER POLES, ETC. ALL LOCATIONS AND DEPTHS SHOULD BE VERIFIED BY AN O.K.E. LOCATOR AND/OR POT HOLE OF UNDERGROUND UTILITIES TO VERIFY DEPTH.

**OKLAHOMA**

**CERTIFICATE OF SURVEY**  
 CITY OF PURCELL  
 A TRACT OF LAND IN SECTION 1 T8N R2W IN PURCELL, MC CLAIN COUNTY, OKLAHOMA

ISSUE DATE: SEPT 5, 2022  
 Rev # Revision Description  
 1 1-2022 REVISION  
 2 1-2022 REVISION

PROJ. PHASE:  SURVEY  
 SHEET NO. 1

**FOX ENGINEERING**  
 ENGINEERS  
 211 E. STEVEN WAY, PO Box 666  
 Ardmore, Oklahoma 73401  
 Phone: 580.223.2319  
 Fax: 580.223.2482  
 E-mail: foxengr@aol.com; foxengr@aol.com

Copyright © 2022 Fox Engineering, Inc.

NOTE: ATTACHED AERIAL IS A DRONE IMAGE FROM SEPT 2022

THIS SURVEY WAS PRODUCED WITHOUT THE REVIEW OF THE ABSTRACT OF THE PROPERTY. NO EASEMENTS TO PLOT WERE PROVIDED.