

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

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

**(File Number: 20241093)**

---

**Auction Tracts 14 - 21**

**(McIntosh County, Oklahoma)**

---

*For October 10, 2024 auction to be conducted by:*

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

*On behalf of:*

**Silver Ranch, LLC, *et al.***

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY 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.:** 20241093-1

**Issuing Office File No.:** 20241093

**Property Address:** Pt NE¼ & NW¼33-10N-15E & Pt NW¼ 4-9N-15E, OK

1. **Commitment Date:** September 24, 2024 at 07:59 AM

2. **Policy to be issued:**

**Proposed Amount of Insurance:**

a. ALTA Owners Policy (07/01/2021)

Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement \$0.00

The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (7/1/2021)

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear. \$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:**

Silver Ranch, LLC, by a Warranty Deed recorded July 26, 2023 in Book 1176, page 331 and a Correction Quit Claim Deed recorded September 15, 2023 in Book 1180, page 188.

5. **The Land is described as follows:**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature 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.

File No.: 20241093

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



## SCHEDULE A

(Continued)

The Northwest Quarter (NW/4) of Section Thirty-three (33), Township Ten (10) North, Range Fifteen (15) East of the Indian Base and Meridian, McIntosh County, State of Oklahoma, LESS AND EXCEPT the following tract: Beginning at the Northwest Corner of said NW/4; thence East 418 feet; thence South 313.5 feet; thence West 418 feet; thence North 313.5 feet to the Point of Beginning;

AND

The North 30 acres of the South 60 acres of the West Half of the Northeast Quarter (W/2 NE/4) AND the North Half of the Northwest Quarter of the Northeast Quarter (N/2 NW/4 NE/4) of Section Thirty-three (33), Township Ten (10) North, Range Fifteen (15) East of the Indian Base and Meridian, McIntosh County, State of Oklahoma.

AND

The West Half lying North and West of State Highway No. 9 in Section Four (4), Township Nine (9) North, Range Fifteen (15) East of the Indian Base and Meridian, McIntosh County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows: BEGINNING at the Northwest Corner of said Section 4; thence N88°34'40"E along the North line thereof a distance of 2641.33 feet to the Northeast Corner of the Northwest Quarter of said Section 4; thence S01°12'20"E along the East line thereof a distance of 760.70 feet to a point on the Northerly right-of-way line of State Highway No. 9; thence along said right-of-way line along a non-tangent curve to the left, having a radius of 2341.83 feet, a length of 114.60 feet, a chord bearing of S38°04'16"W and a chord distance of 114.59 feet; thence continuing along said right-of-way line S36°40'10"W a distance of 4191.37 feet to a point on the West line of said Section 4; thence N01°08'38"W along said West line a distance of 4147.89 feet to the Point of Beginning

### STEWART TITLE GUARANTY COMPANY



---

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. 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 countersignature 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.

File No.: 20241093

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 20241093

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 Silver Ranch, LLC 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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
7. 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.
8. Obtain a Final Report for issuance of title policy.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature 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.

File No.: 20241093

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



## SCHEDULE B PART I

(Continued)

9. 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.
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 PURCHASE 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. With respect to Silver Ranch, LLC, furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.
13. The prior owners have leased the subject land for Wind Energy by the memorandum at Page 65 (1183/155) of the abstract. Submit for examination a valid recorded Release of the Memorandum as to the subject lands. It is also necessary to determine by a valid recorded instrument that the actual Wind Energy lease does not cover the subject lands.
14. Record properly executed Release of Mortgage:

Mortgagor:	Silver Ranch, LLC, by Ty Sparks, Manager
Mortgagee:	Gillespie Partners, LTD
Amount:	965786.00
Dated:	7/14/23
Filed:	7/26/23
Recorded:	Book 1176 Page 333

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature 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.

File No.: 20241093

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



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 20241093

**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. Rights or claims of parties in possession not recorded by the Public Records.
3. Easements, or claims of easements, not recorded by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded by the Public Records.
6. Taxes or assessments which are not recorded as existing liens by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.
11. Easement in favor of Oklahoma A & M College, file in Book 57D, page 367.
12. Easement in favor of the State of Oklahoma, McIntosh County, filed in Book 58D, Page 235.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature 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.

File No.: 20241093

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



## SCHEDULE B PART II

(Continued)

13. Easement in favor of the State of Oklahoma, McIntosh County, filed in Book 58D, Page 236.
14. Easement in favor of the State of Oklahoma, McIntosh County, filed in Book 58D, Page 337.
15. Easement in favor of the State of Oklahoma, McIntosh County, filed in Book 58D, Page 338.
16. Flowage Easement Deed in favor of the United States of America filed in Book 75, Page 178.
17. Notice of Pendency of Action filed in Book 75, Page 200.
18. Flowage Easement Deed in favor of the United States of America filed in Book 78, Page 237.
19. Notice of Pendency of Action filed in Book 84, page 109.
20. Subordination Agreement in favor the United States of America filed in Book 89, Page 57.
21. Flowage Easement Deed in favor of the United States of America filed in Book 106, Page 436.
22. Quit Claim Deed in favor of McIntosh County, State of Oklahoma, filed in Book 109, Page 323.
23. Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc. filed in Book 633, Page 651.
24. Subordination, Non-Disturbance and Attorney Agreement filed in Book 934, Page 159.
25. Right-of-Way Easement in favor of Ventura Pipeline Company, LLC filed in Book 693, Page 11.
26. Memorandum Agreement in favor of Evergreen Towers, LLC filed in Book 798, Page 740.
27. Memorandum Agreement in favor of Ranch Creek Holdings, LLC filed in Book 888, Page 239.
28. Assignment and Assumption in favor of Branch Towers, LLC filed in Book 934, Page 185.
29. Assignment and Assumption Agreement in favor of Branch Towers, LLC filed in Book 891, Page 824.
30. Option Site Ground Lease Agreement in favor of Ranch Creek Holdings, LLC filed in Book 891, page 830.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature 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.

File No.: 20241093

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



Exceptions  
#11

OKLA. WPA  
F-320.

CIR.

EASEMENT FOR WATER WELLS.

THIS AGREEMENT MADE AND ENTERED INTO by and between G. J. Fuller, hereinafter called the first party, and the Extension Service Department of the Oklahoma A. and M. College, hereinafter called the second party. The first party, who is the owner of the legal title to the hereinafter described land, for and in consideration of certain benefits and privileges going to said first party from the construction and operation of the water well or wells arising from this contract, hereby grants to the second party, its successors, agents, associates, or assigns, an easement on and to the following described land, located in McIntosh County, Oklahoma, described by metes and bounds as follows, to-wit: Southwest quarter of the southwest quarter of Section 4 Township 6 North, Range 15 East, for the following purposes: The right of ingress and egress to said land and the right to drill a well or wells with a drilling rig or to dig a well or wells of any size or depth party of second part desires. First party further grants to the second party, and to any municipi-



ality or branch of the County, State, or Federal Government, for the use of the public, the right to go upon said property and the right to take water from said well or wells for the use of the public who need water; it being the intention of both parties that the Works Progress Administration of Oklahoma assist the First Party and any municipality or branch of the County, State or Federal Government in constructing said well or wells under the sponsorship of the second party or any municipality or branch of the County, State, or Federal Government, so that the general public who need water may have it, and that the second party, by itself, or in conjunction with any municipality, or branch of County, State or Federal Government, shall supervise the maintenance and operation of said well or wells, so that the use of said water will be a benefit to the public, and so that the general public may be protected in its use of said water from pollution or contamination. It is further understood that any governmental agency, nor or in the future who has the duty of the maintenance or operation of said well or wells, shall be diligent in its inspection of the water and surrounding conditions to prevent contamination and pollution, and to prevent the use of the water by the general public so polluted or contaminated. This easement shall extend and be binding on the first party, his heirs and assigns, until such time as the second party, or its successors in office, deem by an order of its governing body, the necessity of the general public for the use of the well or wells has ceased, or until such time as such well or wells cease to produce water, by natural causes not under control of either party in this instrument. In the event of the official abandonment of the use of said hereinafore described property, by the second party for the uses and purposes herein set forth, or the failure of the water supply in said well or wells caused by natural causes, this easement to end and said property to revert to the first party, his heirs or assigns, otherwise to remain in full force and effect. In witness whereof we have hereunto set our hands this 16 day of Sept. 1936.

G.J. Fuller, First Party  
 Justin T. Fyfe, Second Party,  
 Supervisor 2-1733.

State of Oklahoma,  
 McIntosh County, ss.

Before me, a Notary Public of Oklahoma, personally appeared G.J. Fuller known to me to be the identical person who executed this easement, and who acknowledged to me that he executed same of his own free will and accord for the uses and purposes therein set forth. Witness my hand and official seal this 16th day of Sept., 1936.

J.R. Doss, Notary Public.

My commission expires: 11/25/37 (SEAL).

95605--Filed for record September 15, 1936 at 4:00 P.M. R.C. Smith, County Clerk.  
 Returned to Justin T. Fyfe, Muskogee, Oklahoma.

esr.

EASEMENT

#12

Know All Men By These Presents

The Grayson J. Fuller,

No. 93

of McIntosh

County, State of Oklahoma, for and in consideration of the sum of

One 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, he this day bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fence, over and under the following described lots or parcels of land, lying and being situated in McIntosh County, Oklahoma, to-wit: A strip, piece or parcel of land lying in the SW 1/4 SW 1/4 of Section 4, T 9 N, R 15 E, in McIntosh County, Oklahoma. Said parcel of land being a Right-of-Way 100 feet in width, 50 feet on either side of its center line. Said parcel of land being further described by said center line as follows: Beginning at a point on the West line of said SW 1/4 SW 1/4, approximately 1016 feet North of the SW corner of said Section 4, Station 1624122.4 of State Highway Survey W.O. No. 431; thence N 57° 35' E, a distance of 586.6 feet to a point on the North line of said SW 1/4 SW 1/4, approximately 237 feet East of the West line of said Section 4, Station 1628118 of said survey W.O. No. 431. Containing 0.89 acres, more or less.

The consideration herein covers 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 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 a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

In consideration of the construction of an improved highway the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employees, may enter upon and remove therefrom any sign, bill board or other advertising device which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

Said grantor hereby covenants, warrants and warrants that at the time of the delivery of these presents he is the owner of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except None

and that he 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 None as agent to execute the claim and receive the compensation herein named line of said highway.

IN WITNESS WHEREOF, the grantor herein named he hereunto set his hand and seal this 17th day of May, 1937.

G.J. Fuller

State of Oklahoma,

County of McIntosh

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 17th day of May 1937, personally appeared Grayson J. Fuller

and foregoing instrument to me known to be the identical person who executed the within 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 seal the day and year last above written.

J.W. Hand,

Notary Public.

My commission expires 24th day of November, 1939 (SEAL).

100888—Filed for record June 26, 1937 at 8:00 A.M. R.O. Smith, County Clerk.  
Returned to State Highway Commission, Oklahoma City, Oklahoma.

#3

Know All Men By These Presents  
That Grayson J. Fuller No. 63

of McIntosh County, State of Oklahoma, for and in consideration of the sum of  
One 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, he E this day bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in McIntosh County, Oklahoma, to-wit:  
A strip, piece or parcel of land lying in the N<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Section 4, T 9 N, R 15 E, in McIntosh County, Oklahoma. Said parcel of land being a Right-of-Way 100 feet in width, 30 feet on either side of its center line. Said parcel of land being further described by said center line as follows: Beginning at a point on the South line of said N<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, approximately 237 feet East of the West line of said Section 4, station 1628418 of State Highway Survey W.O. No 431; thence N 57° 35' E a distance of 1652 feet to a point on the North line of said N<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, approximately 1652 feet East of the West line of said Section 4, station 1646480 of said survey W.O. No. 431. Containing 3.82 acres, more or less.

The consideration herein covers 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 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 a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

In consideration of the construction of an improved highway the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employees, may erect upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

Said grantor hereby covenants and warrants that at the time of the delivery of these presents he is the owner of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except None

and that he 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 \_\_\_\_\_ as agent to enforce the claim and receive the compensation herein named. None of said highway.

IN WITNESS WHEREOF, the grantor herein named he hereunto set his hand and seal this the 17th day of May 1937.

Grayson J. Fuller  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Oklahoma }  
County of McIntosh } ss.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 17th day of May 1937, personally appeared Grayson J. Fuller

\_\_\_\_\_ 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 free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and seal this day and year last above written.

My commission expires 6th day of November 1939 (SEAL) J.W. Hurd Notary Public

Filed for record June 26, 1937 at 8:00 A.M. R.G. Smith, County Clerk.  
Returned to State Highway Commission, Oklahoma City, Oklahoma.

EASEMENT

#14

Know All Men By These Presents

That C.E. Foley and M.E. Turner

No. 38

of McIntosh County, State of Oklahoma, for and in consideration of the sum of

One 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, h this day bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement, across, including all damages and building of fence, over and under the following described lot or parcels of land, lying and being situated in McIntosh County, Oklahoma, to-wit: A strip, piece or parcel of land lying in the E 1/4 NW 1/4 of Section 4, T 9 N, R 15 E, in McIntosh County, Oklahoma. Said parcel of land being a Right-of-Way 100 feet in width, 50 feet on either side of its center line. Said parcel of land being further described by said center line as follows: Beginning at a point on the West line of said E 1/4 NW 1/4, approximately 21 feet North of the SE corner of said E 1/4 NW 1/4, Station 164368 of State Highway Survey W.O. No. 481; thence N 27° 35' E a distance of 2088.8 feet, thence Northeasterly on a curve to the right having a radius of 2288 feet a distance of 79.2 feet to a point on the East line of said E 1/4 NW 1/4, approximately 830.8 feet South of the North Line of said Section 4, station 164768 of said survey W.O. No 481. Containing 4.98 acres, more or less.

The consideration herein covers 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 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 a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

In consideration of the construction of an improved highway the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employees, may enter upon and remove therefrom any signs, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

Said grantor do hereby covenant and warrant that at the time of the delivery of these presents they the owner do of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except None

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 M.E. Turner, Muskogee, Okla. as agent to execute the claim and receive the compensation herein named line of said highway.

IN WITNESS WHEREOF, the grantor do herein named have hereunto set their hands and seal this the 15 day of Aug., 1936.

C.E. Foley

M.E. Turner

State of Oklahoma, }  
County of McIntosh } ss.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 14th day of August 1936, personally appeared M.E. Turner and C.E. Foley

ME 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

ME 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. J.R. Doss, Notary Public.

My commission expires 23rd day of November, 1937 (S&S).

101144—Filed for record August 5, 1937 at 8:00 A.M. R.C. Smith, County Clerk.  
Returned to State Highway Commission, Okla. City, Okla.

EASEMENT

USGP  
Project No. HTA 1st  
Vivian, Oklahoma.

#15

Know All Men By These Presents

This W.P. Dice No. 55

of McIntosh County, State of Oklahoma, for and in consideration of the sum of

One 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, in the day

Impinged, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in McIntosh County, Oklahoma, to-wit: McIntosh County, Oklahoma. Said parcel of land being further described by notes and bounds as follows: Beginning at the SE corner of said SW 1/4; thence West along the South line of said SW 1/4 a distance of 150 feet; thence N 57° 55' E a distance of 221 feet to a point on the East line of said SW 1/4; thence South along said East line, a distance of 176 feet to point of beginning.

Containing 0.27 Acres, more or less.

The consideration herein covers 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 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 or all times maintain a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

In consideration of the construction of an improved highway the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employees, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

Said grantor hereby covenants and warrants that at the time of the delivery of these presents he is the owner of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except

None

and that he 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 W.P. Dice as agent to execute the chain and receive the compensation herein named one line of said highway.

IN WITNESS WHEREOF, the grantor herein named W.P. Dice hereunto set his hand and seal this the 9th day of August 1932.

W.P. Dice

State of Oklahoma,  
County of McIntosh

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 9th day of Aug. 1932, personally appeared W.P. Dice

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 seal the day and year last above written. Thelma McDonald Notary Public.

My commission expires 30th day of July 1932 (SEAL).

FILED - Filed for record August 5, 1937 at 8:00 A.M. H.C. Smith, County Clerk.  
returned to State Highway Commission, Okla. City, Okla.

687.

172

FLOWAGE EASEMENT DEED

THIS INSTRUMENT, made this 17th day of March, 1961,  
between Canadian Valley Electric Cooperative, hereinafter called  
Canadian Valley, party of the first part, and the UNITED STATES OF AMERICA,  
party of the second part, WITNESSETH:

WHEREAS, in construction, operation and maintenance of Anfaula Dam and  
Reservoir on Canadian River in Oklahoma by the United States of America, it  
became necessary to relocate and alter certain power line facilities and  
right-of-way of Canadian Valley within the area of said reservoir to be  
inundated; and a Contract No. M-31-036-Diveng-61-103, dated the 2nd day  
of September 1960, was entered into between Canadian Valley and the United  
States of America providing for such relocation or alteration of said  
facilities and further providing, among other things, for grant of ease-  
ment, by Canadian Valley to the United States of America, for permanent  
and intermittent inundation of certain power line facilities and right-of-  
way of Canadian Valley, either existing, or altered as aforesaid, lying  
within said reservoir area.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Canadian Valley Electric Cooperative, a corporation  
organized and existing under the laws of the State of Oklahoma, for and in  
consideration of the sum of One Dollar (\$1.00) and other good and valuable  
consideration to it cash in hand paid by the United States of America, the  
receipt and sufficiency of which is acknowledged, has granted, sold and  
conveyed and by these presents does grant, sell, convey and deliver unto  
the United States of America, and its assigns, the full, complete, perpetual  
flowage easement, with the right and privilege to inundate, submerge and  
overflow permanently, all and singular the property and estate of Canadian  
Valley within the reservoir area of the Anfaula Dam and Reservoir lying  
at and below 585.0 feet, mean sea level elevation, together with the right  
and privilege to inundate, submerge, and overflow occasionally and inter-  
mittently, as may be necessary as a result of the construction, operation  
and maintenance of said dam and reservoir, all and singular, the property  
and estate of Canadian Valley within the reservoir area of the Anfaula Dam

#16

and Reservoir, lying at and below 606.5 feet, mean sea level elevation, the following described portions of rights-of-way, together with any and all related property used in connection therewith, situate in McIntosh County, Oklahoma, to-wit:

Township 9 North, Range 15 East  
McIntosh County, Oklahoma

- Section 16: Extending in a North-South direction along the west line of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 16. ✓
- Section 8: Extending along the East line of the SW 1/4 of the NE 1/4 of Section 8. ✓  
Extending along the North line of the NE 1/4 of Section 8. ✓
- Section 9: Extending across the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 9. ✓
- Section 4: Extending along the West line of the SW 1/4 of the NE 1/4 of Section 4. ✓  
Extending along the North line of the NE 1/4 of Section 4. ✓

Together with the perpetual right of ingress and egress to go upon said property and rights-of-way from time to time as the occasion may require and remove therefrom natural or artificial structures or obstructions, which in the opinion of the representatives of the United States in charge of the Eufaula Dam and Reservoir, may be detrimental to the construction, operation or maintenance of said dam and reservoir, reserving, however, to the grantor and its assigns all such rights and privileges as may be used and enjoyed without interfering or abridging the rights, powers, privileges and easements hereby conveyed to the United States of America, and in all events reserving to the grantor the right to operate, maintain and repair power lines upon, through and across the rights-of-way described herein.

As a part and parcel of the same consideration, the United States of America is hereby released and held harmless from all claims for damages, of whatsoever nature, arising from and incident to the lawful exercise of the interest hereby conveyed.

TO HAVE AND TO HOLD the above described easements, rights, powers and privileges unto the United States of America and its assigns, forever, and The Canadian Valley Electric Cooperative, hereby warrants title to the above described land only as to persons claiming by, through or under it.

180

IN WITNESS WHEREOF, the Canadian Valley Electric Cooperative, has caused this Flouage Assent Deed to be executed by its Active President and attested by its Active Secretary, on the day and year first above written.



CANADIAN VALLEY ELECTRIC COOPERATIVE  
By James N. Ballinger  
James N. Ballinger, President

Charles Snyder  
Secretary Charles Snyder

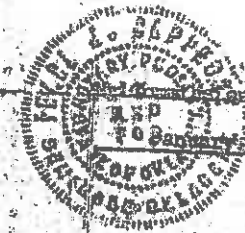
NOTICE OF DEED

STATE OF OKLAHOMA  
COUNTY OF SEMINOLE

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of March, 1961, personally appeared James N. Ballinger to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of 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.

Randy C. Applegate  
Notary Public



#8845  
STATE OF OKLAHOMA) SS.  
COUNTY of MCINTOSH)  
I do hereby certify that this instrument was filed for record in my office on 4-13-61 at 9 o'clock and 60 minutes A.M. and is duly Recorded in Vol 751 on Page 178  
RUFUS C. HOBAN, County Clerk  
By R. H. ... Deputy



200

NOTICE OF PENDENCY OF ACTION

#17

Notice is hereby given that on April 12, 1961, a Complaint in Condemnation and a Declaration of Taking were filed in the United States District Court for the Eastern District of Oklahoma in an action commenced by the United States of America for the condemnation for public uses of the following described estates in and to the hereinafter described tracts of land situate in McIntosh County, Oklahoma, to-wit:

(a) As to Tracts Nos. MC-34A04E-1, MC-3402E-1, and MC-3502E-2, the perpetual right, power, privilege and easement occasionally to overflow, flood and submerge the land in connection with the operation and maintenance of the Eufaula Dam and Reservoir Project as authorized by the Act of Congress approved July 24, 1946 (60 Stat. 634), together with all right, title and interest in and to the structures and improvements now situate on said land; provided that no structures for human habitation shall be constructed or maintained on said land, and provided further that no structures of other type shall be constructed or maintained on said land except as may be approved in writing by the representative of the United States in charge of the project; reserving to the owner or owners of the subsurface estate, or any interest therein, his or their heirs, administrators, executors, successors and assigns, all oil, gas and other minerals in and under said land, with full rights of ingress and egress for the purpose of exploration, development, production and removal of oil, gas and other minerals which may be produced from said land, provided, however, that the oil, gas and other minerals, or interests therein, so reserved are subordinated to the prior rights of the United States to flood and submerge the land as may be necessary in the construction, operation, and maintenance of said project, provided further the type and location of any structures and/or appurtenances thereto now existing or to be erected or constructed in connection with the exercise of said mineral rights shall be subject to the prior written approval of the representative of the United States in charge of the project, further reserving to the owner or owners of said land, their heirs, executors, administrators, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired by the Government; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

(b) As to Tracts Nos. MC-3404E-2, MC-3502E-3, MC-3801E-1, MC-3802E-1, MC-3802E-2, MC-3802E-3, MC-3803E, MC-4102E-1 and MC-4102E-2, a perpetual and assignable easement and right of way in, on, under, over, and across said land for the location, construction, operation, maintenance replacement, and/or removal of highways, utilities, pipelines and fences, together with the right to trim, cut, fell and remove timber, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the right of way; reserving, however, to the owner or owners of the subsurface estate, or any interest therein, his or their heirs, administrators, executors, successors and assigns, all oil, gas and other minerals in and under said land, with full rights of ingress and egress, for the purpose of exploration, development, production and removal of oil, gas and other minerals which may be produced from said land, and further reserving, to the landowners, their heirs, administrators, executors, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby acquired by the Government; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

(c) As to Tracts Nos. MC-3404E-3, MC-3502E-4, MC-3801E-2, MC-4102E-3, and MC-4102E-4, the temporary and assignable easement and right of way for a period not to exceed 30 June 1955, in, over and across the land for the purposes of a temporary roadway and removing borrow material and/or depositing waste material thereon, and other such uses as required in connection with the construction, operation and maintenance of highways in connection with the Eufaula Dam and Reservoir Project on the Canadian River, as authorized by the Act of Congress approved July 24, 1946, (60 Stat. 634), together with the right to trim, cut, fell, and remove timber, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the owner or owners of the subsurface estate, or any interest therein, his or their heirs, administrators, executors, successors and assigns, all oil, gas and other minerals in and under said land, with full rights of ingress and egress, for the

202

purpose of exploration, development, production and removal of oil, gas and other minerals which may be produced from said land, and further reserving, to the landowners, their heirs, administrators, executors, successors, and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired by the Government; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TRACT NO. MC-74A04E-1

INDIAN MERIDIAN  
T. 11 N., R. 14 E.

SECTION 36: All that part of the ~~S4SE1/4SW1/4~~ ~~S1/4SE1/4SW1/4~~ ~~S4SE1/4SW1/4~~ lying below elevation 607.0' N.S.L. containing 2.07 acres, more or less.

TRACT NO. MC-74A04E-2

INDIAN MERIDIAN  
T. 11 N., R. 14 E.

SECTION 36: A Right-of-Way of varying widths lying along the North line of the ~~N1/4SW1/4~~ for the relocation of a county road and utilities, distances on either side of a Centerline noted in parenthesis as: Example (Right 40.00' - Left 40.00'), said Centerline more particularly described as: Beginning at a point 40.00' South of the Northwest corner of said ~~N1/4SW1/4~~ and on the West line thereof; thence N 89° 57' E (Right 40.00' - Left 40.00'), 400.00'; thence N 89° 57' E (Right 40.00' tapering to 70.00' - Left 40.00'), 100.00'; thence N 89° 57' E (Right 70.00' - tapering to 40.00' - Left 40.00'), 100.00'; thence N 89° 57' E (Right 40.00' - Left 40.00'), 720.00', more or less, to a point on the East line of said ~~N1/4SW1/4~~, said point being 40.00' South of the Northeast corner thereof, containing 2.49 acres, more or less.

TRACT NO. MC-74A04E-3

INDIAN MERIDIAN  
T. 11 N., R. 14 E.

SECTION 36: A tract of land in the ~~N1/4SW1/4~~, said tract being two adjoining parcels of land for temporary use as a borrow area and other roadway construction purposes, said parcels more particularly described as: A strip of land 50.00' long lying South of and adjacent to the Southerly Right-of-Way line of a relocated county road, varying in width from 255.00' at Survey Station 4 + 50 to 240.00' at Survey Station 5+00 ALSO a strip of land 60.00' long lying South of and adjacent to the Southerly Right-of-Way line of a relocated county road, varying in width from 240.00' at Survey Station 5+00 to 255.00' at Survey Station 5+60, containing 0.63 acre, more or less.

TRACT NO. MC-3502E-1

INDIAN MERIDIAN  
T. 10 N., R. 15 E.

SECTION 26: All that part of the ~~SECTION 26~~ lying below elevation 602.0' M.S.L. containing 0.04 acre, more or less.

TRACT NO. MC-3502E-2

INDIAN MERIDIAN  
T. 10 N., R. 15 E.

SECTION 26: All that part of the ~~SECTION 26~~ lying below elevation 602.0' M.S.L.

SECTION 27: All that part of the ~~SECTION 27~~ lying below elevation 602.0' M.S.L. containing 10.27 acres, more or less.

TRACT NO. MC-3502E-3

INDIAN MERIDIAN  
T. 10 N., R. 15 E.

SECTIONS 26 and 27: A right of way lying in the ~~SECTION 26~~ of Section 26 and in the ~~SECTION 27~~ of Section 27, for the relocation of a county road and utilities, distances on either side of a centerline noted in parenthesis as: Example (Right 50.00' - Left 40.00'), said centerline more particularly described as: Beginning at a point 833.54' South of the northwest corner of Section 26 and the northeast corner of Section 27 and on a line common to both Section 26 and Section 27; thence N 01° 20' W (Right 50.00' - Left 40.00'), 9.61' to the point of curve of a 7° 00' curve to the right; thence along said 7° 00' curve to the right (Right 50.00' - Left 40.00'), 40.39'; thence continuing along said 7° 00' curve to the right (Right 50.00' tapering to 70.00' - Left 40.00'), 100.00'; thence continuing along said 7° 00' curve to the right (Right 70.00' - Left 40.00'), 100.00'; thence continuing along said 7° 00' curve to the right (Right 70.00' tapering to 60.00' - Left 40.00'), 100.00'; thence continuing along 7° 00' curve to the right (Right 60.00' - Left 40.00'), 700.00'; thence continuing along said 7° 00' curve to the right (Right 60.00' - Left 40.00' tapering to 0.00'), 200.00'; thence continuing along said 7° 00' curve to the right (Right 60.00' tapering to 40.00' - Left 0.00'), 51.13' to the point of tangency; thence N 89° 04' 24" E (Right 40.00' - Left 0.00'), 395.66', EXCEPT therefrom the right of way for an existing county road, containing 2.54 acres, more or less.

TRACT NO. MC-3502E-4

INDIAN MERIDIAN  
T. 10 N., R. 15 E.

SECTION 26: A tract of land in the ~~SECTION 26~~ for use as a temporary borrow area and other roadway construction purposes, said tract more particularly described as: A strip of land 160.00' in width and 75.00' long lying Northwest of and adjacent to the Northwestly right of way line of a relocated county road, between Survey Station 50+75 and Survey Station 51+50, containing 0.28 acre, more or less.

204

TRACT NO. MC-3801E-1

INDIAN MERIDIAN  
T. 9 N., R. 15 E.

SECTION 9: All that part of the following described Right-of-Way lying within the  $\frac{1}{2}$  NW  $\frac{1}{4}$  of said Right-of-Way being described as a Right of Way of varying widths along the West side of said  $\frac{1}{2}$  NW  $\frac{1}{4}$  of Section 9 and the East side of the E  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 8, Township 9 North, Range 15 East for the relocation of a McIntosh County Road, distances on either side of a Centerline noted in parenthesis as: Example (Right 40.00' - Left 50.00') said Centerline more particularly described as: Beginning at the Northwest corner of said  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; thence S 00° 08' W along the West line thereof, (Right 0.00' - Left 70.00') 125.01' to the Point of Curve of a 2° 00' Curve to the Left; thence on said 2° 00' Curve to the Left (Right 100.00' - Left 70.00') 224.84'; thence on said 2° 00' Curve to the Left (Right 100.00' - Left 70.00' tapering to 110.00') 100.00'; thence on said 2° 00' Curve to the Left (Right 100.00' - Left 110.00') 100.00'; thence on said 2° 00' Curve to the Left (Right 100.00' tapering to 60.00' - Left 110.00') 100.00'; thence on said 2° 00' Curve to the Left (Right 60.00' - Left 110.00') 110.16' to the Point of Tangent of said 2° 00' Curve to the Left; thence S 12° 34' E (Right 60.00' - Left 110.00') 89.84'; thence S 12° 34' E (Right 60.00' tapering to 70.00' - Left 110.00' tapering to 60.00') 100.00'; thence S 12° 34' E (Right 70.00' tapering to 74.49' - Left 60.00') 44.90' to the Point of Curve of a 7° 00' Curve to the Right; thence on said 7° 00' Curve to the Right (Right 74.49' tapering to 80.00' - Left 60.00') 55.10', EXCEPT therefrom the Right-of-Way for an existing County Road, containing 1.89 acres, more or less.

TRACT NO. MC-3801E-2

INDIAN MERIDIAN  
T. 9 N., R. 15 E.

SECTION 9: A tract of land in the  $\frac{1}{2}$  NW  $\frac{1}{4}$  for temporary use as a borrow area and other roadway construction purposes, said tract more particularly described as: A strip of land lying East of and adjacent to the Easterly Right-of-Way line of a relocated McIntosh County Road, the East line of said tract being 300.00' East of the West line of said  $\frac{1}{2}$  NW  $\frac{1}{4}$  and extending from the North line of said  $\frac{1}{2}$  NW  $\frac{1}{4}$  South 1015.00', more or less, to a line perpendicular to Survey Station 69+00, containing 4.23 acres, more or less.

TRACT NO. MC-3802E-1

INDIAN MERIDIAN  
T. 9 N., R. 15 E.

SECTION 8: All that part of the following described Right-of-Way lying within the E  $\frac{1}{2}$  NE  $\frac{1}{4}$ , said Right-of-Way being described as a Right-of-Way of varying widths along the east side of said E  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 8, and the West side of the  $\frac{1}{2}$  NW  $\frac{1}{4}$  of Section 9, Township 9 N., Range 15 E., for the relocation of a McIntosh County Road, distances on either side of a Centerline noted in parenthesis as: Example (Right 40.00' - Left 0.00') said Centerline more particularly described as: Beginning at the Northeast corner of said E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; thence S 00° 08' W along the East line thereof, (Right 94.92' tapering to 100.00' - Left 0.00') 50.85'; thence S 00° 08' W (Right 100.00' - Left 0.00') 75.16' along the East line of said E  $\frac{1}{2}$  NE  $\frac{1}{4}$

205

to the Point of Curve of a 2° 00' Curve to the Left; thence on said 2° 00' Curve to the Left (Right 100.00' - Left 0.00') 424.84'; thence on said 2° 00' Curve to the Left (Right 100.00' tapering to 60.00' - Left 0.00') 100.00'; thence on said 2° 00' Curve to the Left (Right 60.00' - Left 0.00') 110.16' to the Point of Tangent of said 2° 00' Curve to the Left, EXCEPT therefrom the Right-of-Way for an existing County Road, containing 1.06 acre more or less.

TRACT NO. MC-7802E-2

INDIAN MERIDIAN  
T. 9 N., R. 15 E.

SECTION 8: A Right-of-Way of varying widths along the East side of the E½SE½NE¼ for the relocation of a McIntosh County Road, distances on either side of a Centerline noted in parenthesis as: Example (Right 0.00' - Left 40.00'), said Centerline more particularly described as: Beginning at the Southeast corner of said E½SE½NE¼; thence N 00° 08' E along the East line thereof, (Right 0.00' - Left 52.83' tapering to 40.00') 64.14'; thence N 00° 08' E along said East line (Right 0.00' - Left 40.00') 150.00'; thence N 00° 08' E along said East line (Right 0.00' - Left 40.00' tapering to 60.00') 150.00', EXCEPT therefrom the Right-Of-Way for an existing County Road, containing 0.14 acre, more or less.

TRACT NO. MC-7802E-3

INDIAN MERIDIAN  
T. 9 N., R. 15 E.

SECTION 8: A tract of land in the SE½SE½NE¼ for use in the relocation of a county road and utilities, said tract more particularly described as: Commencing at the Southeast corner of said SE½SE½NE¼; thence N 00° 08' E, along the East line thereof, 214.14'; thence N 89° 52' W, 40.00' to the Point of Beginning; thence continuing N 89° 52' W, 20.00'; thence N 89° 08' E, 150.00'; thence Southeasterly on a straight line to the Point of Beginning, containing 0.07 acre, more or less.

TRACT NO. MC-300E

INDIAN MERIDIAN  
T. 9 N., R. 15 E.

SECTION 4: A right-of-way along the West side of W½S½SW¼ for the relocation of a McIntosh County Road, distances on either side of a Centerline noted in parenthesis as: Example (Right 60.00' - Left 00.00'), said Centerline more particularly described as: Beginning at the Southwest corner of said W½S½SW¼; thence N 00° 08' E along the West line thereof (Right 60.00' - Left 0.00') 849.15' EXCEPT therefrom the Right-of-Way for an existing County Road, containing 0.67 acre, more or less.

TRACT NO. MC-4102E-1

INDIAN MERIDIAN  
T. 10 N., R. 16 E.

SECTION 22: All that part of the following described Right-of-Way lying within the NE½SE½SE¼, N½SE½SE¼, SW½SE½SE¼, LESS AND EXCEPT a one acre square in the Southwest corner thereof, said Right-of-Way more particularly described as: A Right-of-Way of varying width across the S½SE¼ for the relocation of a county road and utilities, distances on either side of a Centerline noted in parenthesis as: Example (Right 50.00' - Left 40.00'), said Centerline more particularly des-

306

cribed as: Beginning at a point 1008.50' North of the Southeast corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$  and on the East line thereof; thence S 55° 35' 54" W (Right 50.00' - Left 40.00'), 249.84'; thence S 55° 35' 54" W (Right 50.00' tapering to 40.00' - Left 40.00'), 100.00'; thence S 55° 35' 54" W (Right 40.00' - Left 40.00'), 33.12' to the point of curve of a 4° 00' curve to the left; thence along said 4° 00' curve to the left (Right 40.00' - Left 40.00'), 474.38' to the point of tangency; thence S 36° 37' 24" W (Right 40.00' - Left 40.00'), 230.00' to the point of curve of a 8° 00' curve to the right; thence along said 8° 00' curve to the right (Right 40.00' - Left 40.00'), 42.50'; thence continuing along said 8° 00' curve to the right (Right 40.00' tapering to 42.00' - Left 40.00'), 20.00'; thence continuing along said 8° 00' curve to the right (Right 42.00' tapering to 50.00' - Left 40.00' tapering to 56.00'), 80.00'; thence continuing along said 8° 00' curve to the right (Right 50.00' tapering to 48.00' - Left 56.00' tapering to 60.00'), 20.00'; thence continuing along said 8° 00' curve to the right (Right 48.00' tapering to 40.00' - Left 60.00'), 80.00'; thence continuing along said 8° 00' curve to the right (Right 40.00' - Left 60.00'), 120.00'; thence continuing along said 8° 00' curve to the right (Right 40.00' - Left 60.00' tapering to 50.00'), 50.00', more or less, to a point on the East line of said one acre square in the Southwest corner of the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPT therefrom the Right-of-Way for an existing county road, containing 2.98 acres, more or less.

TRACT NO. MC-4102E-2

INDIAN MERIDIAN  
T. 10 N., R. 16 E.

SECTION 22: A Right-of-Way along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  for the relocation of a county road and utilities, distances on either side of a Centerline noted in parenthesis as: Example (Right 0.00' - Left 40.00'), said Centerline more particularly described as: Beginning at a point 1556.78', West of the Southeast corner of said Section 22, and on the South line thereof; thence N 89° 37' 24" E (Right 0.00' - Left 40.00'), 200.00' to a point of curve of a 8° 00' curve to the left; thence along said 8° 00' curve to the left (Right to the Section line - Left 40.00'), 50.00', more or less, to a point on the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPT therefrom the Right-of-Way for an existing county road, containing 0.14 acre, more or less.

TRACT NO. MC-4102E-3

INDIAN MERIDIAN  
T. 10 N., R. 16 E.

SECTION 22: A tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  for temporary use as a borrow area and other roadway construction purposes, said tract more particularly described as: A strip of land 50.00' in width and 100.00' long lying Northwest of and adjacent to the Northwesterly Right-of-Way line of a relocated county road, between Survey Station 16+00 and Survey Station 17+00, containing 0.11 acre, more or less.

207

TRACT NO. MC-4102E-4

INDIAN MERIDIAN  
T. 16 N., R. 16 E.

SECTION 22: A tract of land in the SW  $\frac{1}{4}$   $\frac{1}{4}$   $\frac{1}{4}$  for temporary use as a borrow area and other roadway construction purposes, said tract more particularly described as: a strip of land 75.00' long lying Southeast of and adjacent to the Southeastly Right-of-Way line of a relocated county road, varying in width from 65.00' at Survey Station 81+25 to 80.00' at Survey Station 91+00, containing 0.12 acre, more or less.

The said action bears No. 4959 Civil on the docket of said Court and is entitled United States of America, plaintiff v. 29.25 Acres of Land, more or less, situate in McIntosh County, Oklahoma, and Marie L. Bergen, et al., and Unknown Owners, defendants.

UNITED STATES OF AMERICA

*Frank D. McSherry*

FRANK D. McSHERRY, UNITED STATES ATTORNEY

*Paul M. Brewer*  
PAUL M. BREWER, ASSISTANT U. S. ATTORNEY

# 8859  
STATE OF OKLAHOMA )  
COUNTY of MCINTOSH ) SS.  
I do hereby certify that this instrument  
was filed for record in my office on  
4-14-61  
at 10 o'clock and 15 minutes A.M.  
and is duly Recorded in  
28075 on Page 210  
RUFUS G. HOBAN, County Clerk  
By B. Abern Deputy



237

#18

FLOWAGE EASEMENT DEED OF CORRECTION

THIS INDENTURE, made this 16 th day of August, 1961,  
between Canadian Valley Electric Cooperative, hereinafter called Canadian Valley,  
party of the first part, and the UNITED STATES OF AMERICA, party of the second  
part, WITNESSETH:

WHEREAS, in construction, operation and maintenance of Eufaula Dam and  
Reservoir on Canadian River in Oklahoma by the United States of America, it  
became necessary to relocate and alter certain power line facilities and  
right-of-way of Canadian Valley within the area of said reservoir to be  
inundated; and a Contract No. DA-34-066-Civeng-61-103 dated the 2nd day of  
September 1960 was entered into between Canadian Valley and the United States  
of America providing for such relocation or alteration of said facilities and  
further providing, among other things, for grant of easement, by Canadian Valley  
to the United States of America, for permanent and intermittent inundation of  
certain power line facilities and right-of-way of Canadian Valley, either  
existing, or altered as aforesaid, lying within said reservoir area.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Canadian Valley Electric Cooperative, a corporation organized  
and existing under the laws of the State of Oklahoma, for and in consideration  
of the sum of One Dollar (\$1.00) and other good and valuable consideration to  
it cash in hand paid by the United States of America, the receipt and  
sufficiency of which is acknowledged, has granted, sold and conveyed and by  
these presents does grant, sell, convey and deliver unto the United States of  
America, and its assigns, the full, complete, perpetual flowage easement, with  
the right and privilege to inundate, submerge and overflow permanently, all  
and singular the property and estate of Canadian Valley within the reservoir  
area of the Eufaula Dam and Reservoir lying at and below 585.0 feet, mean sea  
level elevation, together with the right and privilege to inundate, submerge,  
and overflow occasionally and intermittently, as may be necessary as a result  
of the construction, operation and maintenance of said dam and reservoir, all  
and singular the property and estate of Canadian Valley within the reservoir  
area of the Eufaula Dam and Reservoir, lying at and below 608.5 feet, mean  
sea level elevation, the following described portions of rights-of-way,

238

together with any and all related property used in connection therewith,  
situate in McIntosh County, Oklahoma, to-wit:

Township 9 North, Range 15 East

Section 6: Extending along the East section line of the  
SE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ .

Section 5: Extending along the East section line of the  
SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

Together with the perpetual right of ingress and egress to go upon  
said property and rights-of-way from time to time as the occasion may require  
and remove therefrom natural or artificial structures or obstructions, which  
in the opinion of the representatives of the United States in charge of the  
Boufala Dam and Reservoir, may be detrimental to the construction, operation  
or maintenance of said dam and reservoir, reserving, however, to the grantor  
and its assigns all such rights and privileges as may be used and enjoyed  
without interfering or abridging the rights, powers, privileges and easements  
hereby conveyed to the United States of America, and in all events reserving  
to the grantor the right to operate, maintain and repair power line upon,  
through and across the rights-of-way described herein.

As a part and parcel of the same consideration, the United States of  
America is hereby released and held harmless from all claims for damages,  
of whatsoever nature, emanating from and incident to the lawful exercise  
of the interest hereby conveyed.

TO HAVE AND TO HOLD the above-described easements, rights, powers  
and privileges unto the United States of America and its assigns, forever,  
and the Canadian Valley Electric Cooperative, hereby warrants title to the  
above-described land only as to persons claiming by, through or under it.

This Flowage Easement Deed of Correction is made for the purpose of  
correcting the descriptions contained in a former conveyance made by the  
Canadian Valley Electric Cooperative, Inc., to the United States of America  
and its assigns, dated the 17th day of March 1961, and recorded in Volume 75  
at Pages 178, 179 and 180 in the County Clerk's Office of McIntosh County,  
Oklahoma. The said Flowage Easement Deed conveyed on the same terms and  
conditions as those above the following described portions of rights-of-way,  
together with any and all related property used in connection therewith,  
situate in McIntosh County, Oklahoma, to-wit:

237

Township 9 North, Range 15 East

- Section 16: Extending in a North-South direction along the west line of the NW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ . ✓
- Section 8: Extending along the East line of the SE $\frac{1}{2}$ SE $\frac{1}{2}$ . ✓  
Extending along the North line of the NE $\frac{1}{2}$ NE $\frac{1}{2}$ NE $\frac{1}{2}$ . ✓
- Section 9: Extending across the NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ , across the W $\frac{1}{2}$  of the SW $\frac{1}{2}$ NW $\frac{1}{2}$ . ✓
- Section 4: Extending along the West line of the SW $\frac{1}{2}$ SW $\frac{1}{2}$ . ✓  
Extending along the North line of the NW $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$ . ✓

But in truth and in fact, the descriptions of the rights-of-way conveyed in Sections 16, 9 and 4 should have been omitted, the description of right-of-way in Section 5 as follows should have been included, and the description of rights-of-way conveyed in Section 8 was incomplete in that it should have been described as follows:

Township 9 North, Range 15 East

- Section 8: Extending along the East section line of the SE $\frac{1}{2}$ SE $\frac{1}{2}$ , NE $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ , SE $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$ , NE $\frac{1}{2}$ NE $\frac{1}{2}$ . ✓
- Section 5: Extending along the East section line of the SE $\frac{1}{2}$ SE $\frac{1}{2}$ . ✓

IN WITNESS WHEREOF, the Canadian Valley Electric Cooperative, Inc., has caused this Flowage Easement Deed of Correction to be executed by its Acting President and attested by its Acting Secretary, on the day and year first above written.

CANADIAN VALLEY ELECTRIC COOPERATIVE, INC.

By James H. Ballinger  
Acting President

(SEAL)

ATTEST:  
Charles Snyder  
Acting Secretary

#9427  
STATE OF OKLAHOMA }  
COUNTY of MCINTOSH } SS.  
I do hereby certify that this instrument  
was filed for record in my office on  
8-28-61  
at 10 o'clock and 25 minutes AM.  
and is duly Recorded in  
Vol 98 on Page 237  
RUFUS C. HOGAN, County Clerk  
By Blair Deputy

240

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF SEMINOLE ) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 19 61, personally appeared JAMES N. BALLINGER & CHARLES SNYDER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its PRESIDENT & SECRETARY 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.

*Pearl J. Coppedge*  
Notary Public



My Commission Expires:  
1-26-63

109

#19

NOTICE OF PENDENCY OF ACTION

Notice is hereby given that on May 9, 1962, a complaint in condemnation and a declaration of taking were filed in the United States District Court for the Eastern District of Oklahoma, and in an action commenced by the United States of America for the condemnation of the following described estates in and to the hereinafter described lands situate in McIntosh County, Oklahoma, to-wit:

(a) As to Tract Nos. 5704 and 5711, the fee simple title, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, reserving to the owner or owners of the subsurface estate, or any interest therein, his or their heirs, administrators, executors, successors and assigns, all oil, gas and other minerals in and under said land, with full rights of ingress and egress for the purpose of exploration, development, production and removal of oil, gas and other minerals which may be produced from said land, provided, however, that the oil, gas and other minerals or interests therein so reserved are subordinated to the prior rights of the United States to flood and submerge the land as may be necessary in the construction, operation and maintenance of the Eufaula Dam and Reservoir Project, as authorized by the Act of Congress approved July 24, 1946 (60 Stat. 634), and provided further that the type and location of any structures and/or appurtenances thereto now existing or to be erected or constructed in connection with the exercise of said mineral rights shall be subject to the prior written approval of the representative of the United States in charge of the Project.

(b) As to Tract Nos. 5704E, 5706E-1, 5706E-2, 5706E-3, and 5711E, the perpetual right, power, privilege and easement occasionally to overflow, flood and submerge the land in connection with the operation and maintenance of the Eufaula Dam and Reservoir Project as authorized by the Act of Congress approved July 24, 1946 (60 Stat. 634), together with all right, title and interest in and to the structures and improvements now situate on said land; provided that no structures for human habitation shall be constructed or maintained on said land, and provided further that no structures of other type shall be constructed or maintained on said land, except as may be approved in writing by the representative of the United States in charge of the project, reserving to the owner or owners of the subsurface estate, or any interest therein, his or their heirs, administrators, executors, successors and assigns, all oil, gas and other minerals in and under said land, with full rights of ingress and egress for the purpose of exploration, development, production and removal of oil, gas and other minerals which may be produced from said land, provided, however, that the oil, gas and other minerals, or interests therein, so reserved are subordinated to the prior rights of the United States to flood and submerge the land as may be necessary in the construction, operation, and maintenance of said project, provided further the type and location of any structures and/or appurtenances thereto now existing or to be erected or constructed in connection with the exercise of said mineral rights shall be subject to the prior written approval of the representative of the United States in charge of the project, further reserving to the owner or owners of said land, their heirs, executors, administrators, successors, and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired by the Government; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

110

TRACT NO. 3704

INDIAN MERIDIAN  
T 9 N, R 15 E

SECTION 4:

Northwest diagonal half of the  
Northwest diagonal half of the  
Southwest diagonal half of the

The area described aggregates 27.81 acres, more or less, in McIntosh County, Oklahoma.

TRACT NO. 3704E

INDIAN MERIDIAN  
T 9 N, R 15 E

SECTION 4:

All that part of the  
Southeast diagonal half of the  
Southeast diagonal half of the  
diagonal half of the  
609.0 feet M.S.L.

The area described aggregates 24.87 acres, more or less, in McIntosh County, Oklahoma.

TRACT NO. 3705E-1 & 2

INDIAN MERIDIAN  
T 9 N, R 15 E

SECTION 4:

All that part of the  
lying below elevation 609.0 feet  
M.S.L.

SECTION 9:

All that part of the  
feet M.S.L.

The area described aggregates 10.04 acres, more or less, in McIntosh County, Oklahoma.

3705E-1 = 8.13 acres  
3705E-2 = 1.91 acres

TRACT NO. 3706E-3

INDIAN MERIDIAN  
T 9 N, R 15 E

SECTION 4:

All that part of the  
Centerline of Oklahoma State Highway 9,  
lying below elevation 609.0 feet M.S.L.

The area described aggregates 3.58 acres, more or less, in McIntosh County, Oklahoma.

TRACT NO. 3711

INDIAN MERIDIAN  
T 9 N, R 15 E

SECTION 9:

Northwest diagonal half of the

The area described aggregates 38.00 acres, more or less, in McIntosh County, Oklahoma.

411

TRACT NO. 5711E

INDIAN MERIDIAN  
T 9 N, R. 15 E

SECTION 9: All that part of the Southeast diagonal half of the E1/4SE1/4, N1/2SE1/4, W1/2SE1/4, NW1/4SE1/4, W1/4SE1/4 lying below elevation 609.0 feet M.S.L.

The area described aggregates 5.26 acres, more or less, in McIntosh County, Oklahoma.

That said action bears No. 5154 Civil and is entitled United States of America, plaintiff, v. 130.80 Acres of Land, more or less, situate in McIntosh, Okmulgee and Pittsburg Counties, Oklahoma, and Annie Roberts Evans, et al.

*Edwin Langley*

EDWIN LANGLEY,  
UNITED STATES ATTORNEY  
333 FEDERAL BUILDING  
P. O. BOX 1400  
MUSKOGEE, OKLAHOMA,

ATTORNEY FOR PLAINTIFF,  
UNITED STATES OF AMERICA

#1614  
STATE OF OKLAHOMA } SS.  
COUNTY of MCINTOSH }  
I do hereby certify that this instrument  
was filed for record in my office on  
5-10-62  
at 8 o'clock and 55 minutes A.M.  
and is duly recorded in  
Vol 314 on Page 109  
RUFUS C. HOGAN, County Clerk  
By W. H. ... Deputy

57  
#20

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 6<sup>th</sup> day of December, 1962,  
between CANADIAN VALLEY ELECTRIC COOPERATIVE, INC., hereinafter called party  
of the first part, and the UNITED STATES OF AMERICA, party of the second part,  
WITNESSETH:

WHEREAS, in the construction, operation and maintenance of the Eufaula  
Dam and Reservoir on the Canadian River, by the United States of America, it  
became necessary to relocate and alter certain power line facilities and  
rights-of-way and other property interests of party of first part within the  
area of said reservoir to be inundated; and a Contract No. DA-34-066-GIVERG-  
63-9, dated the 29th day of July, 1962, was entered into between the party  
of the first part and the United States of America, providing for such re-  
location or alteration of said facilities and further providing, among other  
things, in favor of the United States of America, for a subordination by the  
party of the first part of its rights in certain power line rights-of-way and  
other property owned, used or occupied by party of the first part, either  
existing, or altered as aforesaid, lying within said reservoir area.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Canadian Valley Electric Cooperative, Inc., a corporation  
organized and existing under the laws of the State of Oklahoma, for and in  
consideration of the sum of One Dollar (\$1.00) and other good and valuable  
consideration to it, cash in hand paid by the United States of America, the  
receipt and sufficiency of which is acknowledged, agrees to and does hereby  
subordinate its rights to the extent that it grants and relinquishes unto the  
United States of America and its assigns a perpetual right, power, privilege  
and authority to flood, inundate and overflow permanently at and below 595.00  
feet, mean sea level elevation, and occasionally and intermittently, at and  
below 603.5 feet, mean sea level elevation, as may be necessary as a result  
of the construction, operation and maintenance of the Eufaula Dam and Reservoir  
Project the following described portions of rights-of-way and other property  
including facilities located therein and appurtenances thereunto belonging,  
situated in McIntosh County, State of Oklahoma; to-wit:



58

Township 10 North, Range 16 East

- ✓ Sections 27 and 34: Extending along the East-West section line between the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 27 and the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 34.
- ✓ Sections 33 and 34: Extending along the North-South section line between the NE 1/4, NW 1/4, SE 1/4, SW 1/4 of Section 33 and the NE 1/4, NW 1/4, SE 1/4, SW 1/4 of Section 34.
- ✓ Section 31: Extending in a North-South direction along the quarter section line between the NE 1/4 and the SW 1/4 of said section.

Townships 10 and 9 North, Range 16 East

- ✓ Sections 31, 32, 33 and 6, 5, 4: Extending along the East-West section line between the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 31, the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 32, the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 33, all in Township 10 North, Range 16 East, and the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 6, the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 5, the NE 1/4, SW 1/4, NW 1/4, SE 1/4 of Section 4, all in Township 9 North, Range 16 East.

Township 9 North, Range 16 East

- Section 4: ✓ Extending along the West line of the section.
- Section 16: ✓ Extending in a Northeast-Southwest direction across the NE 1/4.
- Section 9: ✓ Extending along the South line of the section.
- Section 11: ✓ Extending along the South line of the section.
- Section 12: ✓ Segments across the NE 1/4.

Township 9 North, Range 15 East

- Section 11: ✓ Extending along the West line of the section.
- Section 14: ✓ Extending along the East line of the section.
- Section 15: ✓ Extending along the North line of the section.
- Section 10: ✓ Extending along the West line of the section.
- Section 3: ✓ Extending along the West line of the section.
- Sections 5, 6, 17 and 4, 9, 16: ✓ Segments extending along and across the North-South section line between sections 5, 6, 17 and sections 4, 9, 16.
- Section 9: ✓ Across the section.
- Section 16: ✓ Across the section.
- Section 21: ✓ Along the East line of the section.
- Section 22: ✓ Across the section.
- Section 18: ✓ Along the West line of the section.
- Section 19: ✓ Along the West line of the section.
- Section 27: ✓ Across the section.
- Section 30: ✓ East-West direction across the section.

59

Township 9 North, Range 14 East

Section 25: ✓ Along and across the East line of the 32nd ✓

Section 26 and 27: Along the North-South section line between the SW of Section 26 and the SE of Section 27.

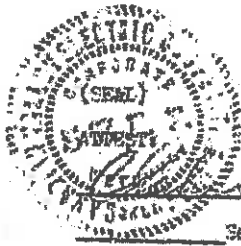
Together with the right of ingress and egress, including the right and privilege to enter upon said rights-of-way and property of any of the first part, to do any necessary acts in connection with the construction, operation and maintenance of said dam and reservoir project.

As a part and parcel of the care consideration, the party of the first part hereby releases and holds harmless the United States of America from all claims for damages, of whatsoever nature, emanating from and incident to the lawful exercise of the right to "lead the above-described easements and rights-of-way and facilities located thereon.

IN WITNESS WHEREOF, the Canadian Valley Electric Cooperative, Inc. has caused this Subordination Agreement to be executed by its President E.E. Packer President and Attested by its Secretary Secretary, on the day and year first above written.

CANADIAN VALLEY ELECTRIC COOPERATIVE, INC.

By E.E. Packer President

  
Secretary  
Secretary

# 3222  
STATE OF OKLAHOMA) ss.  
COUNTY OF MCINTOSH)  
I do hereby certify that this instrument was filed for record in my office on  
12-18-62  
at 9 o'clock and 45 minutes AM.  
and is duly recorded in  
Vol 89 on Page 57  
RUFUS C. HOGAN, County Clerk  
By Deputy Deputy

60

ACKNOWLEDGMENT

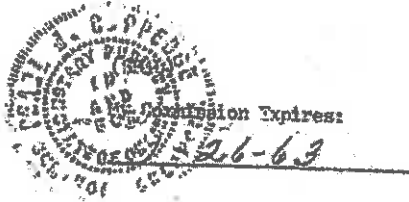
STATE OF Oklahoma  
COUNTY OF DeWitt } 75

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6<sup>th</sup> day of December, 1962, personally appeared E. E. Proctor

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of 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.

Paul J. Coppedge  
Notary Public



436

FLOWAGE EASEMENT DEED

#21

THIS INSTRUMENT, Made this 19 day of July, 1965  
between McINTOSH COUNTY, STATE OF OKLAHOMA, hereinafter called the County,  
party of the first part, and the UNITED STATES OF AMERICA, party of the Second  
Part, WITNESSETH:

THAT, WHEREAS, in construction, operation and maintenance of the Muskalee  
Dam and Reservoir Project in McIntosh County, Oklahoma, it will be necessary  
that those portions of certain public roads within said County, as herein-  
after described, be inundated, submerged and overflowed permanently and  
intermittently, and

WHEREAS the County, having determined in the public interest that the  
partial relocation and rearrangement of public roads according to the plan in  
Contract No. DA-34-056-CIVENS-60-14 is necessary and as a result thereof, a  
flowage easement must be granted to the United States of America granting the  
right to inundate, submerge, and overflow permanently and intermittently those  
portions of roads hereinafter described; and

WHEREAS, said determination by the County has been duly approved by the  
Oklahoma State Highway Commission by Resolution, dated 4 April 1963, duly  
passed and adopted pursuant to Sections 486 and 487, Title 59, Oklahoma  
Statutes of 1961.

NOW, THEREFORE, The County, acting by and through its Board of County  
Commissioners, pursuant to approval of the Oklahoma State Highway Commission,  
as aforesaid, and resolution No. \_\_\_\_\_ adopted by said Board on the  
17 day of July, 1965, and in consideration of  
One Dollar, (\$1.00), and other good and valuable consideration to it cash  
in hand paid by the United States of America, the receipt and sufficiency of  
which is acknowledged, has granted, sold and conveyed and by these presents  
does grant, sell, convey and deliver unto the United States of America and its  
assigns the full, complete and perpetual flowage easement with the right and  
privilege to inundate, submerge and overflow permanently all those portions  
of hereinafter described public road right-of-way and appurtenant properties  
within the reservoir area lying at and below mean sea level elevation 545.0  
feet and occasionally and intermittently, as may be necessary as a result of  
the construction, operation and maintenance of said dam and reservoir, all  
those portions of hereinafter described public road right-of-way and appurtenant

properties within the reservoir area lying at and below the elevation shown with each segment of hereinafter described road right-of-way, together with any and all related property used in connection therewith, said land located in McIntosh County, Oklahoma, to-wit:

- 1. Former State Highways and Existing or Altered County Roads Including Portions Thereof Incorporated into Relocated County Roads or Relocated State Highways and Extending in Varying Directions, On, Over and Across the Following Described Land:

McIntosh County  
INDIAN MERIDIAN

Flooding At and Below Elevation 636.5' m.s.l.

Township 8 North, Range 13 East

- ✓ SECTION 21: ~~sect~~ ✓
- ✓ SECTION 22: ~~sect~~ ✓

Flooding At and Below Elevation 631.0' m.s.l.

Township 8 North, Range 13 East

- ✓ SECTION 12: ~~sect~~ ✓
- ✓ SECTION 13: ~~sect~~, ~~sect~~ ✓
- ✓ SECTION 14: ~~sect~~ ✓
- ✓ SECTION 23: ~~sect~~ ✓
- ✓ SECTION 24: lots 3 and 4 ✓

Flooding At and Below Elevation 626.3' m.s.l.

Township 8 North, Range 14 East

- ✓ SECTION 5: ~~sect~~ ✓
- ✓ SECTION 6: ~~sect~~ ✓

Flooding At and Below Elevation 620.3' m.s.l.

Township 8 North, Range 14 East

- ✓ SECTION 3: ~~sect~~ ✓
- ✓ SECTION 4: ~~sect~~ ✓

Township 9 North, Range 14 East

- ✓ SECTION 30: ~~sect~~ ✓
- ✓ SECTION 31: ~~sect~~ ✓

Flooding At and Below Elevation 615.8' m.s.l.

Township 11 North, Range 14 East

- ✓ SECTION 15: ~~sect~~ ✓ ✓
- ✓ SECTION 16: ~~sect~~ ✓ ✓
- ✓ SECTION 21: ~~sect~~ ✓ ✓
- ✓ SECTION 22: ~~sect~~ ✓ ✓

438

Flooding At and Below Elevation 613.0' m.s.l.

Township 11 North, Range 14 East

✓ SECTION 27: Not, signed, signed ✓✓

Flooding At and Below Elevation 610.3' m.s.l.

Township 11 North, Range 14 East

✓ SECTION 23: signed ✓✓

✓ SECTION 26: signed, not ✓✓

Township 9 North, Range 14 East

✓ SECTION 19: signed, signed, signed ✓✓

Flooding At and Below Elevation 610.1' m.s.l.

Township 9 North, Range 14 East

✓ SECTION 22: Along the West line of signed ✓✓

✓ SECTION 21: Along the West line of signed ✓✓

✓ SECTION 16: Along the West line of signed ✓✓

✓ SECTION 17: Along the West line of signed ✓✓

Flooding At and Below Elevation 610.0' m.s.l.

Township 11 North, Range 14 East

✓ SECTION 24: signed, signed ✓✓

Flooding At and Below Elevation 609.5' m.s.l.

Township 9 North, Range 14 East

✓ SECTION 27: signed ✓✓

✓ SECTION 24: signed ✓✓

✓ SECTION 25: signed ✓✓

Flooding At and Below Elevation 609.4' m.s.l.

Township 9 North, Range 14 East

✓ SECTION 41: Along the West line of signed ✓✓

✓ SECTION 51: Along the West line of signed ✓✓

✓ SECTION 41: Along the West line of signed ✓✓

✓ SECTION 21: Along the West line of signed ✓✓

Flooding At and Below Elevation 609.1' m.s.l.

Township 9 North, Range 14 East

✓ SECTION 21: Along the West lines of signed and signed ✓✓

✓ SECTION 21: Along the West lines of signed and signed ✓✓

Flooding At and Below Elevation 600.5' a.s.l.

Township 9 North, Range 14 East

- ✓ SECTION 17: 1/2 ✓ ✓
- ✓ SECTION 18: 1/2 ✓ ✓
- ✓ SECTION 24: 1/2 ✓ ✓
- ✓ SECTION 25: 1/2 ✓ ✓
- ✓ SECTION 26: 1/2 ✓ ✓
- ✓ SECTION 27: 1/2 ✓ ✓

Township 9 North, Range 15 East

- ✓ SECTION 7: 1/2 ✓ ✓
- ✓ SECTION 4: 1/2 ✓ ✓
- ✓ SECTION 5: 1/2 ✓ ✓
- ✓ SECTION 8: 1/2 ✓ ✓
- SECTION 9: Entire Section 9 ✓
- ✓ SECTION 10: 1/2 ✓ ✓
- ✓ SECTION 11: 1/2 ✓ ✓
- ✓ SECTION 14: 1/2 ✓ ✓
- ✓ SECTION 15: 1/2 ✓ ✓
- ✓ SECTION 16: 1/2 ✓ ✓
- ✓ SECTION 17: 1/2 ✓ ✓
- ✓ SECTION 18: 1/2 ✓ ✓
- ✓ SECTION 19: 1/2 ✓ ✓
- ✓ SECTION 20: 1/2 ✓ ✓
- ✓ SECTION 21: 1/2 ✓ ✓
- ✓ SECTION 22: 1/2 ✓ ✓
- ✓ SECTION 23: 1/2 ✓ ✓
- ✓ SECTION 26: 1/2 ✓ ✓
- ✓ SECTION 27: 1/2 ✓ ✓
- ✓ SECTION 29: 1/2 ✓ ✓

440

Flooding At and Below Elevation 609.5' m.s.l.

Township 9 North, Range 15 East

- ✓ SECTION 29: ~~unflooded~~ ✓ ✓
- ✓ SECTION 30: ~~unflooded~~ ✓ ✓
- ✓ SECTION 31: In East-West direction ~~unflooded~~ ✓

Flooding At and Below Elevation 609.0' m.s.l.

Township 10 North, Range 15 East

- ✓ SECTION 51:  $\frac{1}{4}$  of lot 1,  $\frac{1}{4}$  of lot 2 ✓ ✓

Township 11 North, Range 15 East

- ✓ SECTION 32: Along the South line ~~unflooded~~ ✓ ✓

Flooding At and Below Elevation 607.8' m.s.l.

Township 11 North, Range 16 East

- X ✓ SECTION 24: ~~unflooded~~ ✓ ✓
- ✓ SECTION 25:  $\frac{1}{4}$  of ~~unflooded~~ ✓
- ✓ SECTION 26: ~~unflooded~~ ✓ ✓
- ✓ SECTION 27: ~~unflooded~~ ✓ ✓

Flooding At and Below Elevation 607.5' m.s.l.

Township 9 North, Range 16 East

- ✓ SECTION 21: ~~unflooded, unflooded~~ ✓ ✓
- ✓ SECTION 22: ~~unflooded, unflooded~~ ✓ ✓

Flooding At and Below Elevation 607.4' m.s.l.

Township 11 North, Range 16 East

- ✓ SECTION 36: ~~unflooded, unflooded, unflooded, unflooded~~ ✓ ✓

Flooding At and Below Elevation 607.1' m.s.l.

Township 10 North, Range 17 East

- ✓ SECTION 4: ~~unflooded~~ ✓ ✓
- ✓ SECTION 5: ~~unflooded~~ ✓ ✓
- ✓ SECTION 6: ~~unflooded~~ ✓ ✓
- ✓ SECTION 9: ~~unflooded~~ ✓ ✓

Flooding At and Below Elevation 607.0' m.s.l.

Township 9 North, Range 16 East

- ✓ SECTION 17: ~~unflooded~~ ✓ ✓
- ✓ SECTION 18: ~~unflooded~~ ✓ ✓
- ✓ SECTION 19: ~~unflooded, unflooded, unflooded~~ ✓ ✓
- ✓ SECTION 20: Lot 4 ✓ ✓



Flooding At and Below Elevation 607.0' m.s.l. (Contd)

Township 10 North, Range 15 East

- SECTION 7: unimpaired ✓✓
- SECTION 8: unimpaired ✓✓

Flooding At and Below Elevation 606.5' m.s.l.

Township 9 North, Range 16 East

- SECTION 16: unimpaired ✓✓

Flooding At and Below Elevation 606.4' m.s.l.

Township 10 North, Range 15 East

- SECTION 10: unimpaired, unimpaired ✓✓
- SECTION 11: unimpaired, unimpaired ✓✓

Flooding At and Below Elevation 606.0' m.s.l.

Township 10 North, Range 15 East

- SECTION 1: unimpaired ✓✓✓
- SECTION 12: unimpaired ✓✓

Flooding At and Below Elevation 605.5' m.s.l.

Township 11 North, Range 14 East

X

- SECTION 13: unimpaired ✓✓
- SECTION 24: unimpaired ✓✓
- SECTION 25: unimpaired ✓✓
- SECTION 26: unimpaired, unimpaired, unimpaired, unimpaired ✓✓

Township 11 North, Range 15 East

X

- SECTION 18: unimpaired Lot 4 ✓✓
- SECTION 19: unimpaired ✓✓
- SECTION 30: unimpaired Lot 15 ✓✓
- SECTION 31: unimpaired Lot 1, unimpaired Lot 1, unimpaired Lot 1, unimpaired Lot 2 ✓✓

Flooding At and Below Elevation 605.4' m.s.l.

Township 10 North, Range 14 East

- SECTION 1: unimpaired, Lots 1 and 2, unimpaired ✓✓
- SECTION 21: unimpaired, unimpaired ✓✓
- SECTION 12: unimpaired ✓✓

Township 11 North, Range 14 East

- SECTION 36: unimpaired ✓✓

4420

Flooding At and Below Elevation 605.4' m.s.l. (Contd)

Township 11 North, Range 15 East

SECTION 31: ~~unflooded, unflooded, unflooded~~ ✓ ✓

SECTION 32: ~~unflooded, unflooded, unflooded~~ ✓ ✓

Flooding At and Below Elevation 605.7' m.s.l.

Township 11 North, Range 14 East

SECTION 17: ~~unflooded~~ ✓ ✓

SECTION 20: ~~unflooded~~ ✓ ✓

Flooding At and Below Elevation 605.7' m.s.l.

Township 10 North, Range 15 East

SECTION 20: ~~unflooded~~ ✓ ✓

Flooding At and Below Elevation 604.0' m.s.l.

Township 10 North, Range 15 East

SECTION 24: ~~unflooded~~ ✓ ✓

SECTION 25: ~~unflooded~~ ✓ ✓

Township 10 North, Range 16 East

SECTION 19: ~~up to Lot 4 in a North-South direction~~ ✓ ✓

SECTION 22: ~~unflooded~~ ✓ ✓

SECTION 27: ~~unflooded~~ ✓ ✓

Township 11 North, Range 15 East

SECTION 20: ~~unflooded, unflooded~~ ✓ ✓

Flooding At and Below Elevation 604.7' m.s.l.

Township 12 North, Range 15 East

SECTION 15: ~~unflooded~~ ✓ ✓

SECTION 30: ~~unflooded~~ ✓ ✓

Flooding At and Below Elevation 604.7' m.s.l.

Township 11 North, Range 15 East

SECTION 12: ~~unflooded~~ ✓ ✓

SECTION 13: ~~unflooded~~ ✓ ✓

Township 11 North, Range 16 East

SECTION 2: ~~unflooded~~ ✓ ✓

SECTION 18: ~~unflooded~~ ✓ ✓

Flooding At and Below Elevation 604.6' m.s.l.

Township 10 North, Range 15 East

- SECTION 14: signed ✓ ✓
- SECTION 15: signed ✓ ✓

Township 10 North, Range 16 East

- SECTION 11: signed, signed ✓ ✓

Flooding At and Below Elevation 604.5' m.s.l.

Township 10 North, Range 16 East

- SECTION 7: signed ✓ ✓
- SECTION 8: signed ✓ ✓

Flooding At and Below Elevation 604.2' m.s.l.

Township 11 North, Range 15 East

- SECTION 11: signed, signed ✓ ✓
- SECTION 14: signed, signed ✓ ✓

Flooding At and Below Elevation 604.0' m.s.l.

Township 10 North, Range 16 East

- SECTION 6: signed ✓ ✓
- SECTION 7: signed ✓ ✓

Flooding At and Below Elevation 603.8' m.s.l.

Township 12 North, Range 16 East

- SECTION 29: signed ✓ ✓
- SECTION 30: signed ✓ ✓

Flooding At and Below Elevation 603.6' m.s.l.

Township 10 North, Range 17 East

- SECTION 15: signed ✓ ✓
- SECTION 20: signed ✓ ✓

Flooding At and Below Elevation 603.3' m.s.l.

Township 10 North, Range 15 East

- SECTION 6: signed ✓ ✓
- SECTION 7: signed ✓ ✓

444

Flooding At and Below Elevation 607.2' m.s.l.

Township 10 North, Range 17 East

- SECTION 15: unimproved ✓
- SECTION 16: N<sup>1</sup>/<sub>2</sub> Lot 4, N<sup>1</sup>/<sub>2</sub> Lot 5 ✓
- SECTION 21: N<sup>1</sup>/<sub>2</sub> Lot 1 ✓
- SECTION 22: unimproved ✓

Flooding At and Below Elevation 607.0' m.s.l.

Township 10 North, Range 15 East

- SECTION 1: unimproved, N<sup>1</sup>/<sub>2</sub> Lot 1, N<sup>1</sup>/<sub>2</sub> Lot 2, ✓

Township 10 North, Range 16 East

- SECTION 6: unimproved ✓ ✓

Township 11 North, Range 14 East

- SECTION 7: N<sup>1</sup>/<sub>2</sub> Lot 4 ✓ ✓

Township 11 North, Range 15 East

- SECTION 27: unimproved, unimproved ✓
- SECTION 36: unimproved ✓

Flooding At and Below Elevation 602.8' m.s.l.

Township 9 North, Range 16 East

- SECTION 1: unimproved ✓
- SECTION 11: unimproved, unimproved, unimproved ✓
- SECTION 17: unimproved, unimproved, unimproved, unimproved ✓

Township 10 North, Range 15 East

- SECTION 11: unimproved, unimproved ✓
- SECTION 12: unimproved, unimproved ✓

Township 10 North, Range 17 East

- SECTION 21: unimproved ✓
- SECTION 22: unimproved ✓

Flooding At and Below Elevation 602.7' m.s.l.

Township 10 North, Range 17 East

- SECTION 17: unimproved ✓
- SECTION 18: unimproved ✓

445

Flooding At and Below Elevation 602.0' m.s.l.

Township 10 North, Range 17 East

SECTION 15: unshaded ✓

SECTION 22: unshaded ✓

Flooding At and Below Elevation 602.5' m.s.l.

Township 11 North, Range 14 East

SECTION 4: Along the North line of N1/2N1/2 ✓ ✓

SECTION 4: N1/2N1/2 ✓ ✓

Township 11 North, Range 15 East

SECTION 13: unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded ✓

SECTION 16: unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded, unshaded ✓

SECTION 15: unshaded, unshaded, unshaded, unshaded, unshaded ✓

SECTION 22: unshaded ✓

SECTION 23: unshaded, unshaded ✓

SECTION 24: unshaded, unshaded ✓

Township 12 North, Range 18 East

SECTION 22: unshaded ✓

Flooding At and Below Elevation 602.0' m.s.l.

Township 11 North, Range 14 East

SECTION 2: lot 1, lot 2, N1/2 lot 3, N1/2 lot 4, unshaded ✓ ✓

SECTION 3: N1/2 lot 2, unshaded, unshaded lot 3, unshaded lot 4, unshaded ✓ ✓

SECTION 4: unshaded lot 1, unshaded, unshaded, unshaded lot 2, unshaded ✓ ✓

SECTION 5: unshaded ✓ ✓

Township 11 North, Range 15 East

SECTION 1: N1/2 lot 3, unshaded, unshaded ✓

SECTION 4: unshaded, unshaded, unshaded lot 4, unshaded lot 4, unshaded lot 4 ✓

SECTION 5: unshaded lot 1, unshaded lot 2, N1/2 lot 4, unshaded, unshaded ✓

SECTION 6: unshaded, unshaded ✓

SECTION 8: unshaded ✓

SECTION 20: unshaded, lot 1 ✓

SECTION 21: lot 9, unshaded ✓

SECTION 20: unshaded, unshaded ✓

SECTION 22: unshaded, unshaded ✓

446

Flooding At and Below Elevation 602.0' m.s.l. (Contd)

Township 11 North, Range 15 East

SECTION 10: 2½ Lot 2, 2½ Lot 3 ✓

Township 12 North, Range 14 East

SECTION 2: 2½ Lot ✓

SECTION 11: 2½ Lot ✓

SECTION 17: 2½ Lot, 2½ Lot, 2½ Lot, 2½ Lot ✓

SECTION 22: 2½ Lot, 2½ Lot ✓

SECTION 23: 2½ Lot ✓

SECTION 24: 2½ Lot, 2½ Lot, 2½ Lot ✓

SECTION 24: 2½ Lot, 2½ Lot, 2½ Lot ✓

SECTION 25: 2½ Lot, 2½ Lot ✓

SECTION 26: 2½ Lot ✓

Township 12 North, Range 15 East

SECTION 10: Lot 1, Lot 2, 2½ Lot 3, 2½ Lot 3, 2½ Lot, 2½ Lot ✓

SECTION 20: 2½ Lot, 2½ Lot, 2½ Lot, 2½ Lot ✓

SECTION 21: 2½ Lot, 2½ Lot ✓

SECTION 22: 2½ Lot, 2½ Lot ✓

SECTION 27: 2½ Lot, 2½ Lot ✓

SECTION 28: 2½ Lot, 2½ Lot ✓

Flooding At and Below Elevation 601.2' m.s.l.

Township 11 North, Range 15 East

SECTION 3: 2½ Lot 2, 2½ Lot 3 ✓

Township 12 North, Range 15 East

SECTION 21: 2½ Lot ✓

SECTION 22: 2½ Lot ✓

SECTION 23: 2½ Lot, 2½ Lot ✓

SECTION 24: 2½ Lot, 2½ Lot, 2½ Lot, 2½ Lot ✓

SECTION 25: 2½ Lot, 2½ Lot ✓

SECTION 26: 2½ Lot, 2½ Lot ✓

SECTION 27: 2½ Lot ✓

SECTION 28: 2½ Lot ✓

SECTION 26: 2½ Lot, 2½ Lot, 2½ Lot ✓

Flooding At and Below Elevation 601.8' m.s.l.

Township 11 North, Range 25 East

SECTION 25: unimpaired, unimpaired ✓

SECTION 26: unimpaired, unimpaired ✓

Township 12 North, Range 15 East

SECTION 19: unimpaired, unimpaired ✓

Township 12 North, Range 16 East

SECTION 17: unimpaired ✓

SECTION 18: unimpaired, unimpaired, unimpaired ✓

SECTION 19: unimpaired, unimpaired, unimpaired, unimpaired, unimpaired, unimpaired, unimpaired ✓

SECTION 20: unimpaired, unimpaired, unimpaired, unimpaired, unimpaired ✓

SECTION 30: unimpaired, unimpaired ✓

Flooding At and Below Elevation 601.7' m.s.l.

Township 11 North, Range 15 East

SECTION 15: unimpaired, unimpaired ✓

Township 12 North, Range 16 East

SECTION 21: unimpaired ✓

SECTION 30: unimpaired, unimpaired, unimpaired, unimpaired, unimpaired ✓

SECTION 31: unimpaired, unimpaired, unimpaired, unimpaired ✓

SECTION 32: unimpaired, unimpaired ✓

Flooding At and Below Elevation 601.6' m.s.l.

Township 12 North, Range 16 East

SECTION 32: unimpaired, unimpaired ✓

Flooding At and Below Elevation 601.5' m.s.l.

Township 9 North, Range 16 East

SECTION 11: unimpaired ✓

SECTION 12: unimpaired, unimpaired, unimpaired, unimpaired, unimpaired, unimpaired ✓

Township 10 North, Range 15 East

SECTION 1: unimpaired, unimpaired, unimpaired ✓

SECTION 11: unimpaired ✓

SECTION 12: unimpaired ✓

SECTION 13: unimpaired, unimpaired, unimpaired, unimpaired, unimpaired ✓

SECTION 14: unimpaired ✓

448

Flooding At and Below Elevation 601.5' m.s.l. (Contd)

Township 10 North, Range 15 East

SECTION 22: unpopulated ✓

SECTION 23: s/w, s/w ✓

SECTION 24: s/w ✓

SECTION 25: unpopulated ✓

SECTION 26: unpopulated, unpopulated ✓

SECTION 27: unpopulated ✓

Township 10 North, Range 15 East

SECTION 2: s/w, s/w ✓

SECTION 3: E/4, S/4, N/4, S/4 ✓

SECTION 4: N/4 Lot 4, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 6: Lots 2 and 5, unpopulated Lot 1, unpopulated Lot 1, N/4 Lot 1, Lot 2, S/4 Lot 1, unpopulated, unpopulated, unpopulated ✓

SECTION 7: s/w ✓

SECTION 8: unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 10: unpopulated, unpopulated ✓

SECTION 11: unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 12: unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 17: unpopulated, unpopulated, unpopulated ✓

SECTION 18: N/4 Lot 1, S/4 Lot 2, Lot 3, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 19: unpopulated, unpopulated, unpopulated, unpopulated Lot 4, unpopulated Lot 4, unpopulated ✓

SECTION 20: unpopulated, unpopulated ✓

SECTION 21: unpopulated, unpopulated ✓

SECTION 22: unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 25: unpopulated ✓

SECTION 27: unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 28: unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 29: unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 30: N/4 Lot 1, unpopulated Lot 1, unpopulated ✓

SECTION 31: unpopulated ✓

SECTION 32: unpopulated, unpopulated, unpopulated, unpopulated, unpopulated ✓

SECTION 37: unpopulated, unpopulated ✓





450

Flooding At and Below Elevation 601.5' m.s.l. (Contd)

Township 11 North, Range 16 East

SECTION 26: ~~SECTION 26:~~ ✓

SECTION 27: ~~SECTION 27:~~ ✓

SECTION 28: ~~SECTION 28:~~ ✓

SECTION 31: ~~SECTION 31:~~ ✓

SECTION 32: ~~SECTION 32:~~ ✓

SECTION 33: ~~SECTION 33:~~ ✓

SECTION 34: ~~SECTION 34:~~ ✓

SECTION 35: ~~SECTION 35:~~ ✓

Flooding At and Below Elevation 601.4' m.s.l.

Township 10 North, Range 17 East

SECTION 15: ~~SECTION 15:~~ ✓

SECTION 16: ~~SECTION 16:~~ ✓

Township 11 North, Range 17 East

SECTION 32: ~~SECTION 32:~~ ✓

SECTION 33: ~~SECTION 33:~~ ✓

Flooding At and Below Elevation 601.3' m.s.l.

Township 9 North, Range 17 East

SECTION 18: ~~SECTION 18:~~ Lot 4 ✓

Township 11 North, Range 16 East

SECTION 20: ~~SECTION 20:~~ W/ Lot 7 ✓

SECTION 20: ~~SECTION 20:~~ W/ Lot 7 ✓

SECTION 20: ~~SECTION 20:~~ W/ Lot 7 ✓

Flooding At and Below Elevation 601.2' m.s.l.

Township 9 North, Range 16 East

SECTION 1: ~~SECTION 1:~~ W/ Lot 3 ✓

Township 10 North, Range 16 East

SECTION 26: ~~SECTION 26:~~ ✓

Township 10 North, Range 17 East

SECTION 29: ~~SECTION 29:~~ ✓

SECTION 31: ~~SECTION 31:~~ ✓

Flooding At and Below Elevation 601.2' m.s.l.

Township 11 North, Range 16 East

SECTION 17:

SECTION 20:

Flooding At and Below Elevation 601.1' m.s.l.

Township 9 North, Range 16 East

SECTION 1:

SECTION 2:

SECTION 11:

SECTION 12:

Flooding At and Below Elevation 600.9' m.s.l.

Township 11 North, Range 16 East

SECTION 20:

SECTION 21:

Flooding At and Below Elevation 600.1' m.s.l.

Township 10 North, Range 16 East

SECTION 1:

SECTION 12:

Flooding At and Below Elevation 599.4' m.s.l.

Township 16 North, Range 17 East

SECTION 17:

SECTION 24:

Flooding At and Below Elevation 598.8' m.s.l.

Township 10 North, Range 17 East

SECTION 24:

Flooding At and Below Elevation 598.5' m.s.l.

Township 10 North, Range 17 East

SECTION 1:

SECTION 24:

SECTION 25:

SECTION 26:

452

Flooding At and Below Elevation 528.5' m.s.l. (Contd)

Township 10 North, Range 18 East

- SECTION 2: [illegible] ✓
- SECTION 3: Lot 3, 1/2 Lot 4, 1/2 Lot 5, Northeast diagonal half of 1/2 Lot 6, [illegible] ✓
- SECTION 6: [illegible], 1/2 Lot 6 ✓
- SECTION 7: [illegible] ✓
- SECTION 8: [illegible], [illegible], [illegible] ✓
- SECTION 9: [illegible], [illegible], [illegible], [illegible] ✓
- SECTION 10: [illegible], [illegible], [illegible], [illegible], [illegible] ✓
- SECTION 11: [illegible], [illegible], [illegible], [illegible], [illegible] ✓
- SECTION 12: [illegible], [illegible], [illegible], [illegible] ✓
- SECTION 14: Southeast diagonal half of the [illegible], [illegible], [illegible] ✓
- SECTION 16: [illegible], [illegible], [illegible], [illegible], [illegible] ✓
- SECTION 19: [illegible] Lot 4, Lot 3 ✓
- SECTION 20: [illegible] ✓
- SECTION 21: [illegible] ✓
- SECTION 23: [illegible] ✓

Township 10 North, Range 19 East

- SECTION 4: Lot 7, [illegible]
- SECTION 7: Lot 1, [illegible]

Township 11 North, Range 17 East

- SECTION 25: [illegible] ✓
- SECTION 36: [illegible], [illegible], [illegible], Northeast diagonal half of the [illegible], [illegible], [illegible], [illegible], [illegible] ✓

Township 11 North, Range 18 East

- SECTION 30: 1/2 Lot 3 ✓
- SECTION 31: [illegible] ✓
- SECTION 32: Southeast diagonal half of the [illegible], [illegible], [illegible], [illegible] ✓

Flooding At and Below Elevation 528.5' m.s.l.

Township 10 North, Range 18 East

- SECTION 4: 1/2 Lot 4 ✓
- SECTION 5: 1/2 Lot 1, 1/2 Lot 1, [illegible], [illegible], [illegible], [illegible] ✓

453

Flooding At and Below Elevation 598.2' m.s.l. (Cont'd)

Township 10 North, Range 18 East

SECTION 6: 1/4 Lot 2, Lot 3, Northeast diagonal half of Lot 4, 3/4 Lot 5, 1/4 Lot 6, certain, certain

SECTION 7: certain, certain

SECTION 8: certain, certain, certain, certain

SECTION 17: certain

SECTION 18: certain, certain, certain, certain

SECTION 19: certain

Township 11 North, Range 18 East

SECTION 19: certain

SECTION 20: certain

SECTION 22: certain, certain, certain

SECTION 24: Lot 2, certain, certain, Northeast diagonal half of the certain, certain, certain, certain, certain

SECTION 25: certain, certain, certain

SECTION 27: certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain

SECTION 28: certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain, certain

Flooding At and Below Elevation 598.1' m.s.l.

Township 10 North, Range 18 East

SECTION 27: certain

Flooding At and Below Elevation 598.0' m.s.l.

Township 10 North, Range 18 East

SECTION 25: Lots 1 and 2

B. Unincorporated Town of Texana, Oklahoma

Flooding At and Below Elevation of 598.2' m.s.l.

Township 10 North, Range 18 East

SECTION 7: certain

SECTION 18: certain

Following streets according to the recorded plat of the Townsite of Texana, Oklahoma, being within the above described lands:

1. First, Second and Third Streets extending between Bugarner and Plunkett Avenues
2. Rodgers and Plunkett Avenues extending between North boundary line of Townsite and Third Street
3. Bugarner extending between Third and Fifth Streets
4. Fourth and Fifth Streets extending between Bugarner and Whiseshunt
5. Whiseshunt Avenue extending between Third and Sixth Streets

Existing County Road extending in a N/S direction across Blocks 10, 11, and 12 according to the recorded plat of the Townsite of Texana, Oklahoma.

454

Together with the perpetual right of ingress and egress to go upon said property and right-of-way from time to time as the occasion may require and remove therefrom natural or artificial structures or obstructions, which, in the opinion of the representatives of the United States of America in charge of the Muskula Dam and Reservoir, may be detrimental to the construction, operation or maintenance of said dam and reservoir, reserving, however, to the County and its assigns all such rights and privileges as may be used and enjoyed without interfering or abridging the rights, powers, privileges and easements hereby conveyed to the United States of America.

As a part and parcel of the same consideration, the United States of America is hereby released and held harmless from all claims for damages, of whatsoever nature, emanating from or incident to the lawful exercise of the interest hereby conveyed.

TO HAVE AND TO HOLD the above-described rights, powers and privileges, properties and easements, unto the United States of America and its assigns, forever.

IN WITNESS WHEREOF, the County has caused this Flowage Easement Deed to be executed in its name by the Chairman of its duly constituted Board of County Commissioners and has caused the seal of the said County to be affixed and attested by the County Clerk thereof at Muskula, Oklahoma, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF  
McINTOSH COUNTY, OKLAHOMA

By William Brighton  
Chairman

ATTEST:  
Rufus C. Hogan  
County Clerk

#8931  
STATE OF OKLAHOMA  
COUNTY OF McINTOSH, SS.  
I do hereby certify that this instrument  
was filed for record in my office on  
3-23-65  
at 8 o'clock and 25 minutes AM  
and is duly recorded in  
Book 115 on Page 236  
RUFUS C. HOGAN, County Clerk  
By R. C. Hogan Deputy

APPROVED AND FORWARDED

I, the undersigned, the County Clerk in and for said county, do hereby certify that on this 11 day of April, 1963, personally appeared Richard B. Brightman, who he knows to be the duly qualified and acting Chairman of the Board of County Commissioners of McIntosh County, Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same in his free and voluntary act and deed as Chairman of said Board, and the free and voluntary act and deed of McIntosh County, State of Oklahoma, for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL, the day and year last above mentioned.

Richard B. Brightman  
County Clerk, McIntosh County, Oklahoma

(SEAL)

323

UNITED STATES OF AMERICA  
DEPARTMENT OF THE ARMY

QUITCLAIM DEED

#25

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Department of the Army, of the United States of America, in the construction, operation, and maintenance of Eufaula Dam and Reservoir on the Canadian River, in Oklahoma, found it necessary to inundate and overflow portions of roads and rights-of-way of McIntosh County within the inundated portions of the area comprising said Reservoir; and it became necessary to relocate inside and outside of said reservoir area and alter some portions of the said roads and rights-of-way of McIntosh County within the reservoir area and flooded as aforesaid; and, for such purposes, the United States of America, pursuant to Contract No. DA-34-066-CIVENG-60-14 with McIntosh County, dated 24 March 1960, as supplemented, was to acquire and convey to McIntosh County easements for road purposes and uses covering the necessary rights-of-way for the portions of the said roads and ways inside and outside of said reservoir area in and on which the said relocated and altered road facilities of McIntosh County were to be constructed; and, the United States of America has acquired said land and easements, the relocated and altered road facilities have been constructed thereupon, and have been accepted by McIntosh County,

NOW THEREFORE, The United States of America, acting by and through the Secretary of the Army under and by virtue of the authority vested in him by Section 2 of the Act of Congress approved June 20, 1938 (52 Stat. 804, 33 U.S.C. 558b) as made applicable to Flood Control by Section 3 of the Act of 11 August 1939 (53 Stat. 1414; 33 U.S.C. 558b-1) generally known as the Exchange of Lands Act, in consideration of the fulfillment by McIntosh County of its obligations under aforesaid contract, does, by these presents, grant and convey, and does remise, release and forever quitclaim, without warranty, express or implied, unto Board of County Commissioners of McIntosh County, State of Oklahoma, and its assigns, all the estate, right, title and interest and claim of the United States of America, in and to perpetual easements, for rights-of-way for relocated and altered county road purposes, on, over and across the following described lands and premises inside and outside the area of the Eufaula Dam and Reservoir, situated in McIntosh County, State of Oklahoma, and more particularly described as follows, to-wit:



324

McIntosh County Road Relocation M-2

INDIAN MERIDIAN  
Township 10 North, Range 18 East

Flooding At and Below Elevation 602.3' m.s.l.

SECTION 9:  $\frac{SW}{4} \frac{SE}{4}$   $\frac{NE}{4}$  ✓

Flooding At and Below Elevation 601.0' m.s.l.

SECTION 2:  $\frac{SW}{4}$  ✓

SECTION 3:  $\frac{SW}{4}$  ✓

Flooding At and Below Elevation 600.1' m.s.l.

SECTION 2:  $\frac{SE}{4}$  ✓

Containing 14.57 acres, more or less.

McIntosh County Road Relocation M-3

INDIAN MERIDIAN  
Township 10 North, Range 18 East

Flooding At and Below Elevation 600.0' m.s.l.

SECTION 12:  $\frac{NE}{4} \frac{SW}{4}$ ,  $\frac{NW}{4} \frac{NE}{4} \frac{SE}{4}$ ,  $\frac{N}{2} \frac{SW}{4} \frac{NW}{4} \frac{SE}{4}$ ,  $\frac{SW}{4} \frac{SW}{4} \frac{SE}{4}$  ✓

SECTION 13:  $\frac{E}{2} \frac{NE}{4} \frac{NW}{4}$ ,  $\frac{W}{2} \frac{NW}{4} \frac{NE}{4}$  ✓

Containing 2.59 acres, more or less.

McIntosh County Road Relocation M-5

INDIAN MERIDIAN  
Township 10 North, Range 18 East

Above The Effects of Reservoir

SECTION 6:  $\frac{S}{2} \frac{S}{2} \frac{SW}{4} \frac{SE}{4}$  ✓

SECTION 7:  $\frac{N}{2} \frac{NE}{4}$  ✓

Containing 3.19 acres, more or less.

McIntosh County Road Relocation M-6A

Above The Effects of Reservoir

INDIAN MERIDIAN  
Township 10 North, Range 17 East

SECTION 1:  $\frac{W}{2} \frac{S}{2} \frac{SE}{4}$  ✓

SECTION 2:  $\frac{E}{2}$  ✓

SECTION 12:  $\frac{N}{2}$  ✓

Township 10 North, Range 18 East

SECTION 6: Lot 7 ✓

SECTION 7: Lot 1 ✓

#9823

STATE OF OKLAHOMA }  
COUNTY OF MCINTOSH } SS.

I do hereby certify that this instrument  
was filed for record in my office on

8-3-65 P.  
at 1 o'clock and 50 minutes M.

and is duly Recorded In  
107 on Page 323

RUFUS C. HOBAN, County Clerk  
By \_\_\_\_\_ Deputy

325

McIntosh County Road Relocation M-6A (CONED)

Above The Effects of Reservoir

INDIAN MERIDIAN  
Township 11 North, Range 17 East

- ✓ SECTION 25: S $\frac{1}{2}$
- ✓ SECTION 35: E $\frac{1}{2}$
- ✓ SECTION 36: W $\frac{1}{2}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$

Township 11 North, Range 18 East

- ✓ SECTION 30: W $\frac{1}{2}$  Lot 4  
containing 34.27 acres, more or less.

McIntosh County Road Relocation M-7

Flooding At and Below Elevation 600.9' m.s.l.

INDIAN MERIDIAN  
Township 11 North, Range 17 East

- ✓ SECTION 25: ~~E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$~~

Township 11 North, Range 18 East

- ✓ SECTION 30: Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$   
Containing 1.64 acres, more or less.

McIntosh County Road Relocation M-9

Flooding At and Below Elevation 602.8' m.s.l.

INDIAN MERIDIAN  
Township 10 North, Range 17 East

- ✓ SECTION 21: E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$
- ✓ SECTION 22: W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 1.03 acres, more or less.

McIntosh County Road Relocation M-10

INDIAN MERIDIAN  
Township 10 North, Range 16 East

Flooding At and Below Elevation 606.0' m.s.l.

- ✓ SECTION 1: SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$
- ✓ SECTION 12: N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$

Township 10 North, Range 17 East

Above The Effects of Reservoir

- ✓ SECTION 6: S $\frac{1}{2}$ SW $\frac{1}{4}$
- ✓ SECTION 7: N $\frac{1}{2}$ NE $\frac{1}{4}$

Flooding At and Below Elevation 607.1' m.s.l.

- ✓ SECTION 4: S $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$
- ✓ SECTION 5: S $\frac{1}{2}$ SW $\frac{1}{4}$
- ✓ SECTION 8: N $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

326

Flooding At and Below Elevation 607.1' m.s.l. (Contd) (M-10)

✓ SECTION 9: E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$   
Flooding At and Below Elevation 603.2' m.s.l.

✓ SECTION 15: W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

✓ SECTION 16: Lot 4

Flooding At and Below Elevation 603.4' m.s.l.

✓ SECTION 15: E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$

✓ SECTION 16: N $\frac{1}{2}$ NW $\frac{1}{4}$  of Lot 5

Flooding At and Below Elevation 602.6' m.s.l.

✓ SECTION 15: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 37.55 acres, more or less.

McIntosh County Road Relocation M-11

✓ INDIAN MERIDIAN  
Township 10 North, Range 17 East

Flooding At and Below Elevation 603.2' m.s.l.

✓ SECTION 21: S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

✓ SECTION 22: SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Containing 0.64 acres, more or less.

McIntosh County Road Relocation M-12

INDIAN MERIDIAN  
Township 10 North, Range 17 East

Flooding At and Below Elevation 602.7' m.s.l.

✓ SECTION 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 0.63 acre, more or less.

McIntosh County Road Relocation M-13

INDIAN MERIDIAN  
Township 10 North, Range 17 East

Flooding At and Below Elevation 603.7' m.s.l.

✓ SECTION 18: W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 5.13 acres, more or less.

McIntosh County Road Relocation M-14

✓ INDIAN MERIDIAN  
Township 10 North, Range 18 East

Flooding At and Below Elevation 602.8' m.s.l.

✓ SECTION 11: S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$

✓ SECTION 12: W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Containing 1.18 acres, more or less.

327

McIntosh County Road Relocation M-14A

INDIAN MERIDIAN  
Township 9 North, Range 16 East

Flooding At and Below Elevation 602.8' m.s.l.

✓ SECTION 1: Northeast diagonal half of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

✓ SECTION 12: NE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ E $\frac{1}{2}$

Containing 10.02 acres, more or less.

McIntosh County Road Relocation M-15

INDIAN MERIDIAN  
Township 12 North, Range 16 East

Flooding At and Below Elevation 607.9' m.s.l.

✓ SECTION 18: Lot 2, E $\frac{1}{2}$  Lot 3

Flooding At and Below Elevation 603.5' m.s.l.

✓ SECTION 18: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 5.79 acres, more or less.

McIntosh County Road Relocation M-16

INDIAN MERIDIAN  
Township 12 North, Range 16 East

Flooding At and Below Elevation 603.8' m.s.l.

✓ SECTION 30: W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 1.06 acres, more or less.

McIntosh County Road Relocation M-18

INDIAN MERIDIAN  
Township 12 North, Range 15 East

Flooding At and Below Elevation 604.9' m.s.l.

✓ SECTION 35: NE $\frac{1}{4}$ SE $\frac{1}{4}$

✓ SECTION 36: NW $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 0.98 acres, more or less.

McIntosh County Road Relocation M-19

INDIAN MERIDIAN  
Township 11 North, Range 16 East

Flooding At and Below Elevation 604.6' m.s.l.

✓ SECTION 11: NE $\frac{1}{4}$ NW $\frac{1}{4}$

Containing 2.44 acres, more or less.

328

McIntosh County Road Relocation M-20

INDIAN MERIDIAN  
Township 11 North, Range 16 East

Flooding At and Below Elevation 608.9' m.s.l.

✓ SECTION 8: E $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Containing 7.93 acres, more or less.

McIntosh County Road Relocation M-28

INDIAN MERIDIAN  
Township 10 North, Range 16 East

Flooding At and Below Elevation 607.0' m.s.l.

✓ SECTION 7: N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

✓ SECTION 8: N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

Flooding At and Below Elevation 604.5' m.s.l.

✓ SECTION 7: E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$

✓ SECTION 8: W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$

Flooding At and Below Elevation 604.0' m.s.l.

✓ SECTION 6: S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

✓ SECTION 7: N $\frac{1}{2}$ NE $\frac{1}{4}$

Flooding At and Below Elevation 603.3' m.s.l.

✓ SECTION 6: S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

✓ SECTION 7: NE $\frac{1}{4}$ NW $\frac{1}{4}$

Containing 6.01 acres, more or less.

McIntosh County Road Relocation M-29

INDIAN MERIDIAN  
Township 10 North, Range 15 East

Flooding At and Below Elevation 603.0' m.s.l.

✓ SECTION 1: NE $\frac{1}{4}$

Township 10 North, Range 16 East

✓ SECTION 6: Lot 4

Township 11 North, Range 15 East

✓ SECTION 36: SE $\frac{1}{4}$

Township 11 North, Range 16 East

✓ SECTION 31: Lot 6

Containing 2.02 acres, more or less.

229

McIntosh County Road Relocation M-30

INDIAN MERIDIAN  
Township 10 North, Range 15 East

Flooding At and Below Elevation 602.8' m.s.l.

- ✓ SECTION 11: E $\frac{1}{2}$ SW $\frac{1}{4}$
- ✓ SECTION 12: W $\frac{1}{2}$ SW $\frac{1}{4}$

Containing 1.00 acres, more or less.

McIntosh County Road Relocation M-31

INDIAN MERIDIAN  
Township 10 North, Range 15 East

Flooding At and Below Elevation 606.4' m.s.l.

- ✓ SECTION 10: E $\frac{1}{2}$
- ✓ SECTION 11: W $\frac{1}{2}$   
Containing 1.50 acres, more or less.

McIntosh County Road Relocation M-32

INDIAN MERIDIAN  
Township 10 North, Range 15 East

Flooding At and Below Elevation 604.6' m.s.l.

- ✓ SECTION 14: W $\frac{1}{2}$ SW $\frac{1}{4}$
- ✓ SECTION 15: E $\frac{1}{2}$ SW $\frac{1}{4}$

Containing 0.84 acre, more or less.

McIntosh County Road Relocation M-34A

INDIAN MERIDIAN  
Township 10 North, Range 14 East

Flooding At and Below Elevation 607.4' m.s.l.

- ✓ SECTION 26: S $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{4}$
- Containing 9.99 acres, more or less.

McIntosh County Road Relocation M-35

INDIAN MERIDIAN  
Township 10 North, Range 15 East

Above The Effects of Reservoir

- ✓ SECTION 21: S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$
- ✓ SECTION 26: NW $\frac{1}{4}$ SW $\frac{1}{4}$
- ✓ SECTION 27: E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$

Containing 2.71 acres, more or less.

30

McIntosh County Road Relocation M-41

INDIAN MERIDIAN  
Township 10 North, Range 16 East

Flooding At and Below Elevation 605.1' m.s.l.

✓ SECTION 22:  $S\frac{1}{2}SW\frac{1}{4}$

✓ SECTION 27:  $N\frac{1}{2}NE\frac{1}{4}$

Containing 3.47 acres, more or less.

McIntosh County Road Relocation M-42

INDIAN MERIDIAN  
Township 10 North, Range 16 East

Flooding At and Below Elevation 605.0' m.s.l.

✓ SECTION 22:  $S\frac{1}{2}SW\frac{1}{4}$ , Northwest diagonal half of the  $W\frac{1}{2}SW\frac{1}{4}$

✓ SECTION 27:  $N\frac{1}{2}NE\frac{1}{4}$ , Southwest diagonal half of the  $NE\frac{1}{4}NW\frac{1}{4}$

Containing 0.08 acre, more or less.

McIntosh County Road Relocation M-43

INDIAN MERIDIAN  
Township 10 North, Range 16 East

Above The Effects of Reservoir

✓ SECTION 29:  $W\frac{1}{2}NW\frac{1}{4}$

Containing 5.18 acres, more or less.

McIntosh County Road Relocation M-45

Flooding At and Below Elevation 605.0' m.s.l.

INDIAN MERIDIAN  
Township 10 North, Range 15 East

✓ SECTION 24:  $SE\frac{1}{4}SD\frac{1}{4}$

✓ SECTION 25:  $E\frac{1}{2}$

Township 10 North, Range 16 East

✓ SECTION 30:  $W\frac{1}{2}$

Containing 4.24 acres, more or less.

McIntosh County Road Relocation M-49C

INDIAN MERIDIAN  
Township 10 North, Range 16 East

Flooding At and Below Elevation 604.6' m.s.l.

✓ SECTION 31:  $D\frac{1}{4}$ ,  $W\frac{1}{2}E\frac{1}{4}$

Containing 10.64 acres, more or less.

331

McIntosh County Road Relocation M-51

Flooding At and Below Elevation 608.0' m.s.l.

INDIAN MERIDIAN  
Township 10 North, Range 15 East

SECTION 32: Lots 3 and 4

Township 11 North, Range 15 East

SECTION 32: N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 0.68 acres, more or less.

McIntosh County Road Relocation M-1

INDIAN MERIDIAN  
Township 10 North, Range 18 East

Flooding At and Below Elevation 600.1' m.s.l.

SECTION 1: SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 12: N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

Containing 0.28 acres, more or less.

McIntosh County Road Relocation M-22

Flooding At and Below Elevation 604.7' m.s.l.

Township 11 North, Range 15 East

SECTION 12: S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 13: N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 11 North, Range 16 East

SECTION 7: S $\frac{1}{2}$  Lot 4

SECTION 18: N $\frac{1}{2}$  Lot 1

Containing 2.73 acres, more or less.

McIntosh County Road Relocation M-23

INDIAN MERIDIAN  
Township 11 North, Range 15 East

Flooding At and Below Elevation 604.2' m.s.l.

SECTION 11: S $\frac{1}{2}$

SECTION 14: N $\frac{1}{2}$ N $\frac{1}{2}$

Containing 1.71 acres, more or less.



332

McIntosh County Road Relocation M-37

INDIAN MERIDIAN  
Township 9 North, Range 15 East

Flooding At and Below Elevation 610.5' m.s.l.

SECTION 15: ~~SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$~~

SECTION 21: ~~SW $\frac{1}{4}$~~

SECTION 22: ~~W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$~~

Contain 7.29 acres, more or less.

McIntosh County Road Relocation M-38

INDIAN MERIDIAN  
Township 9 North, Range 15 East

Flooding At and Below Elevation 609.4' m.s.l.

SECTION 4: ~~SW $\frac{1}{4}$ SE $\frac{1}{4}$~~

SECTION 5: ~~SE $\frac{1}{4}$~~

SECTION 8: ~~NE $\frac{1}{4}$ NE $\frac{1}{4}$~~

SECTION 9: ~~NE $\frac{1}{4}$ NE $\frac{1}{4}$~~

Containing 4.61 acres, more or less.

McIntosh County Road Relocation M-39

INDIAN MERIDIAN  
Township 9 North, Range 15 East

Flooding At and Below Elevation 609.1' m.s.l.

SECTION 8: ~~NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$~~

SECTION 9: ~~NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NE $\frac{1}{4}$~~

Flooding At and Below Elevation 610.1' m.s.l.

SECTION 8: ~~S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$~~

SECTION 9: ~~S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$~~

SECTION 16: ~~W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$~~

SECTION 17: ~~SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$~~

Containing 2.95 acres, more or less.

McIntosh County Road Relocation M-52

INDIAN MERIDIAN  
Township 10 North, Range 15 East

Flooding At and Below Elevation 603.0' m.s.l.

SECTION 1: ~~SE $\frac{1}{4}$~~

Township 10 North, Range 16 East

SECTION 6: ~~W $\frac{1}{2}$  of Lot 6, W $\frac{1}{2}$  of Lot 7~~

Containing 2.85 acres, more or less.

being the same property as more particularly described in, and as heretofore acquired by the United States of America by, Easement Deeds or Declarations of Taking filed in Condemnation Proceedings of record in the Office of the County Clerk, McIntosh County, Bufala, Oklahoma, or in the Office of the Clerk of United States District Court for the Eastern District of Oklahoma, Muskogee, Oklahoma, as follows:

Easement Deeds

<u>Tract No.</u>	<u>Grantor</u>	<u>Date of Deed</u>	<u>Date of Recording</u>	<u>Book</u>	<u>Page</u>
D-441E-3	Mary O. & Lula Dunagan	3 Jan 61	3 Jan 61	72	212
D-442E-2	Elisabeth C. Lilly	23 Jan 61	27 Jan 61	73	59
D-446E-3	John A. Lesder, et ux	6 Mar 60	7 Apr 60	64	296
D-446E-4	John A. Lesder, et ux	14 Feb 61	15 Feb 61	73	334
E-516E-3	J. H. Denman, et ux	11 Apr 60	18 Apr 60	64	435
E-516E-4	J. H. Denman, et ux	21 Feb 61	23 Feb 61	73	413
E-516E-5	J. H. Denman, et ux	21 Feb 61	23 Feb 61	73	413
E-518E-7	Earl Wooten, et ux	1 Mar 61	2 Mar 61	74	22
E-518E-8	Earl Wooten, et ux	1 Mar 61	2 Mar 61	74	22
E-526E-6	Bane Whisenhunt, et ux	23 Jun 60	24 Jun 60	66	427
G-703E-2	Boggus Whisenhunt	20 Apr 60	16 Nov 60	71	17
G-705E-1	Ray S. Phillips, et ux	28 Nov 60	1 Dec 60	71	262
G-739E-2	Marie Bradford, et vir	23 Jan 61	24 Jan 61	73	5
G-709E-2	Boggus Whisenhunt	15 Nov 60	16 Nov 60	71	15
G-725E-1	John T. Winkle, et ux	30 Jan 61	9 Feb 61	73	167
G-710E-1	H. G. Kindred, et ux	7 Nov 60	14 Nov 60	70	441
G-741E-3	Evert Grose, et ux	9 Sep 60	12 Sep 60	69	120
G-700-E	Bessie G. Gabar	6 Feb 61	6 Feb 61	73	138
G-707E-3	Boggus Whisenhunt	15 Nov 60	16 Nov 60	71	19
G-742E-5	E. J. Kloeckler, et al	28 Dec 60	28 Dec 60	72	127
G-702E-5	E. J. Kloeckler, et al	28 Dec 60	28 Dec 60	72	127
G-715E	Henry Smith, et ux	18 Nov 60	18 Nov 60	71	88
G-720E	Hann C. Kindred	30 Jan 61	9 Feb 61	73	169
G-740E	John Cleek, et ux	13 Dec 60	13 Dec 60	71	411
G-750E	Taylor Sizamore, Jr. et ux	18 Nov 60	18 Nov 60	71	90
G-751E	H. H. Winkle, et ux	3 Nov 60	3 Nov 60	70	291
G-752E-1	J. B. Kindred, et ux	8 Nov 60	9 Nov 60	70	367
G-753E	Russell B. Ritchie, et ux	6 Feb 61	6 Feb 61	73	133

334

Easement Deeds

<u>Tract No.</u>	<u>Grantor</u>	<u>Date of Deed</u>	<u>Date of Recording</u>	<u>Book</u>	<u>Page</u>
G-754E	S. W. Markey, et ux	24 Jan 61	24 Jan 61	73	15
G-744E-2	Herman D. Winkle, et ux	28 Nov 61	28 Nov 61	71	226
H-1432E-2	Claude Gridar, Jr., et ux	14 Apr 60	14 Apr 60	64	399
P-1623E-6	Lyle C. Shroyer, et ux	17 Mar 61	17 Mar 61	74	163
P-1623E-7	Lyle C. Shroyer, et ux	17 Mar 61	17 Mar 61	74	163
H-1848E-4	R. L. Simpson, Jr. et ux	17 Jul 63	13 Aug 63	93	382
R-1871E-2	H. C. Castleberry, et ux	2 Apr 60	4 Apr 60	64	255
R-1891E-2	Ted Chapman, et ux	5 May 60	6 May 60	65	273
R-1850E	O. K. Johnson, et ux	25 Jun 60	29 Jun 60	67	42
R-1845E	Marshall R. Foley, et al	13 May 60	13 May 60	66	8
R-1872E-5	Cecil R. Carr, et ux	8 Apr 60	11 Apr 60	64	319
R-1872E-6	Cecil R. Carr, et ux	8 Apr 60	11 Apr 60	64	319
R-1873E-3	Marshall R. Foley, et al	25 Apr 60	29 Apr 60	65	202
R-1866E-6	J. R. Bailey, et ux	15 Apr 60	15 Apr 60	64	408
S-1932E-2	Reuben R. Turner, et ux	1 Feb 61	2 Feb 61	73	82
S-1934E-4	Reuben R. Turner, et ux	1 Feb 61	1 Feb 61	73	84
S-1936E-3	Hoyt C. Williams, et ux	30 Nov 60	1 Dec 60	71	260
S-1937E-2	J. L. Boatman, single	9 Dec 60	9 Dec 60	71	380
S-1938E-4	Boney N. McIntosh, et ux	27 Dec 60	28 Dec 60	72	116
S-1935E-5	Boney N. McIntosh, et ux	27 Dec 60	28 Dec 60	72	116
S-1941E-6	D. I. Boatman, single	7 Dec 61	8 Dec 61	80	224
S-1957E-2	Vernon O. Duke, et ux	21 Feb 61	28 Feb 61	73	497
S-1956E-2	Cordelia Bruce	11 Oct 62	15 Oct 62	87	407
Y-2527E-5	C. L. Follansbee, et al	4 Nov 60	4 Nov 60	70	327
Y-2527E-7	C. L. Follansbee, et al	4 Nov 60	4 Nov 60	70	327
Y-2542E-2	Carl Davis, et ux	14 Nov 60	14 Nov 60	70	448
Z-2606E-6	Alf H. Thomas, et ux	25 Aug 60	25 Aug 60	68	411
Z-2602E-4	Max Silverman, et al	9 Aug 60	9 Aug 60	68	159
Z-2620E	M. H. Thomas, et ux	13 Apr 60	13 Apr 60	64	390
Z-2610E-1	Alva Jasper Short	14 Apr 60	15 Apr 60	64	401
Z-2605E-1	Claude Fetters, et ux	13 May 60	13 May 60	65	424

335

Easement Deeds

<u>Tract No.</u>	<u>Grantor</u>	<u>Date of Deed</u>	<u>Date of Recording</u>	<u>Book</u>	<u>Page</u>
Z-2607E-2	Jess Short & Marie, h/w	15 Apr 60	15 Apr 60	64	418
Z-2630E	Elmer Wilson, et ux	21 Mar 60	1 Apr 60	64	250
Z-2635E	Catherine F. Messer, et al	9 Apr 60	9 Apr 60	66	410
Z-2640E	Jewell M. Hafner, Jr. et ux	19 Apr 60	20 Apr 60	65	50
Z-2642E	Paul M. Davis, et ux	1 Jul 60	27 Jul 60	67	378
Z-2643E-1	Clarence A. Reynolds, et ux	24 Jun 60	29 Jun 60	67	44
Z-2643E-2	Clarence A. Reynolds, et ux	24 Jun 60	29 Jun 60	67	44
Z-2644E	J. O. Duke, et ux	19 Apr 60	20 Apr 60	65	48
Z-2645E	Glynn Reynolds, et ux	18 May 60	18 May 60	66	46
Z-2646E	H. C. Waller, et ux	8 Jun 60	10 Jun 60	66	279
Z-2624E-2	W. S. Sessions, et ux	5 Jul 60	6 Jul 60	67	90
Z-2637E-8	Orville H. Tackett, et ux	15 Dec 60	28 Dec 60	72	112
Z-2637E-9	Orville H. Tackett, et ux	15 Dec 60	28 Dec 60	72	112
2632E-4	Robt J. Haggard, et ux	23 May 60	28 Jun 60	67	17
2628E-4	R. J. Koch, Jr. et al	28 Nov 60	29 Nov 60	71	236
2819E-2	B. A. Harlin, et ux	10 Nov 60	14 Nov 60	70	426
2834E-2	O. C. Hanley, et ux	6 Apr 62	10 Apr 62	83	155
2926E-5	Mitchell Moore, et ux	28 Nov 60	1 Dec 60	71	254
2934E-4	Monroe J. George, et ux	27 Jun 61	27 Jun 61	77	76
2934E-5	Monroe J. George, et ux	27 Jun 61	27 Jun 61	77	76
2932E-2	Billie Chiles, et ux	21 Feb 61	2 Mar 61	74	31
2936E-3	Peter A. Jonson, et ux	6 Dec 60	12 Dec 60	77	392
2903E-2	C. M. Crabtree, et ux	5 Oct 60	5 Oct 60	69	408
2902E-1	Frank Carlis, et ux	23 Nov 60	25 Nov 60	71	202
2938E-2	Mamie Lynn	12 Oct 62	12 Oct 62	87	395
2939E-2	Elmer Lynn, et ux	12 Oct 62	12 Oct 62	87	391
3023E-3	Mary N. Farrar, et vir	10 Jan 61	16 Jan 61	72	366
3026E-2	Imogene Skaggs Matthews	31 Oct 60	31 Oct 60	70	269
3128E-3	Albert Hicks	16 Aug 60	16 Aug 60	68	258
3127E-2	Maud A. Smith	18 Apr 62	18 Apr 62	83	421
3103E-4	Sevear Humphrey, et ux	6 Sep 61	8 Sep 61	78	348

336

Easement Deeds

<u>Tract No.</u>	<u>Grantor</u>	<u>Date of Deed</u>	<u>Date of Recording</u>	<u>Book</u>	<u>Page</u>
3124E-3	O. C. Hanley, et ux	25 Jul 60	29 Jul 60	68	29
3107E-7	S. L. Harris, et ux	1 Jun 61	2 Jun 61	76	266
3107E-8	S. L. Harris, et ux	1 Jun 61	2 Jun 61	76	266
3108E-3	R. I. West	30 Jun 61	30 Jun 61	73	72
3112E-3	Oddy M. Brock, et ux	7 Mar 61	10 Mar 61	74	115
3113E-2	Leonard A. Moore	29 Jul 60	29 Jul 60	68	24
3239E-2	Lucious De Bonse	29 Jul 60	29 Jul 60	68	34
3241E-3	Ira T. Cooksey	4 Aug 60	9 Aug 60	68	164
3352E-5	Arthur Stone, et ux	24 Mar 61	27 Aug 61	74	304
3306E-3	R. J. Koch, et al	7 Oct 60	7 Oct 60	69	443
3408E-2	T. A. Bedford, et ux	31 Oct 60	31 Oct 60	70	261
3408E-3	T. A. Bedford, et ux	31 Oct 60	31 Oct 60	70	261
5652E-2	E. L. Watkins, single man	6 Feb 61	7 Feb 61	73	150
5716E-5	G. R. Lawrence, et ux	5 Apr 61	5 Apr 61	75	44
5717E-3	Marvin Dawson, et ux	9 Nov 60	10 Nov 60	70	418
5717E-4	Marvin Dawson, et ux	9 Nov 60	10 Nov 60	70	418
5718E-2	J. B. Pollard, et ux	19 Sep 60	19 Sep 60	69	200
5726E-3	Georgia Woods, et vir	2 Dec 60	2 Dec 60	71	311
5728E-4	H. H. Pollard	6 Oct 60	7 Oct 60	69	430
5728E-5	H. H. Pollard	6 Oct 60	7 Oct 60	69	430
5731E-3	L. B. May	13 Jan 61	13 Jan 61	72	317
5747E	Phoebe M. Clover, et vir	2 Dec 60	2 Dec 60	71	307
6517E-2	Emma Williams	13 Dec 61	15 Dec 61	80	278

Declarations of Taking

<u>Tract No.</u>	<u>Former Owner</u>	<u>Date of Filing</u>	<u>Civil Action</u>
D-457E-3	H. A. Patty, et al	15 Aug 61	5036
D-443E-2	Helen J. Bassett Cochran, et al	22 Jun 60	4812
D-444E-3	Eliza B. Jones & Robt L.A. Hedrick	22 Jan 60	4812
D-444E-4	Bureau of Indian Affairs gn for Eliza Blythe Jones	15 Aug 61	5036

237

Declarations of Taking

<u>Tract No.</u>	<u>Former Owner</u>	<u>Date of Filing</u>	<u>Civil Action</u>
D-444E-5	Eliza Blythe Jones & Robt L. Hedrick	22 Jun 60	4812
D-408E-8	T. E. Brother, et al.	22 Jun 60	4812
D-427E	Arbie Hutchens	22 Jun 60	4812
D-416E-3	Joseph Klutts	22 Jun 60	4812
D-421E-3	Estate of L. A. Scott	5 Apr 61	4954
E-533E-3	Ruth Leader Baker	5 Apr 61	4954
G-706E-2	Ollie E. Renbait & Martha J. Scott	8 Feb 61	4922
G-729E-3	Mildred A. Grose, et al.	26 Aug 60	4857
G-738E-2	Mildred A. Grose, et al.	26 Aug 60	4857
G-728E-3	Earl W. Kindred, et ux	9 Feb 61	4927
G-730E	Ray Brinsfield, et ux	13 Jul 60	4830
G-735E-1	Norman W. Hart, et al.	26 Aug 60	4857
G-745E	Ella L. Kindred Mackey	9 Feb 61	4927
G-743E-4	F. H. Kleeckler	20 Sep 62	5232
H-1403E-6	F. S. Lauhon, et al.	8 Feb 61	4922
H-1403E-7	F. S. Lauhon, et al.	13 Jul 60	4830
H-1423E-3	U. W. Sailer, et ux	15 Aug 61	5036
H-1426E-2	Bert J. Walters, et ux	22 Jun 60	4812
H-1428E-C	City of Eufaula, Oklahoma	13 Jul 60	4830
H-1429E-2	Ralph Taitte	22 Jun 60	4812
H-1430E-2	Bert J. Walters, et ux	22 Jun 60	4812
H-1433E-2	F. S. Lauhon, et al.	13 Jul 60	4830
H-1434E-2	City of Eufaula, Oklahoma	13 Jul 60	4830
H-1488E-1	Estate of Vera L. Turner, et al.	13 Jul 60	4830
N-1491E	Louanna Kanawa Kelly	14 Apr 61	4953
R-1650E	Mt Zion Baptist Church	9 Feb 61	4927
P-1653E-7	Garah Gregory, et al.	12 Apr 61	4959
P-1653E-8	Garah Gregory, et al.	12 Apr 61	4959
P-1656E-4	Prentis Lyday, et al.	9 Feb 61	4927
P-1619E-3	Jarlana M. Douglas King, et al.	4 Apr 61	4953
P-1618E-6	Geo. W. Hammett	4 Apr 61	4953
P-1637E-5	Celamese, Corine, et al.	6 Apr 61	4955

338

Declarations of Takings

<u>Tract No.</u>	<u>Former Owner</u>	<u>Date of Filing</u>	<u>Civil Action</u>
P-1649E-3	Emery Taylor, Jr. et al	9 Feb 61	4927
O-1566E-6	Estate of Artie & Wiley E. Bridges	9 Feb 61	4927
O-1713E-2	Lyle C. Shroyer, et ux	25 Jul 61	5022
O-1713E-5	Lyle C. Shroyer, et ux	25 Jul 61	5022
S-1948E-2	Louisa Farloshaw	5 Apr 61	4954
S-1931E-2	Samuel H. Johnson, et ux	5 Apr 61	4954
S-1935E	Robt Vance, et ux	25 Jul 61	5022
S-1924E-5	Cecil C. Miller	21 Sep 62	5237
S-1930E	John Russell Hensley	10 Feb 61	4929
S-1933E-3	Ray Whitson, et ux	5 Apr 61	4954
S-1954E-3	Andrew Rapp	25 Jul 61	5022
S-1952E-2	Bob Lasley	3 Sep 63	5361
Y-2419E-2	Mary Welch Walker	22 Jun 60	4812
Y-2546E-3	D. J. Lee, et ux	22 Jun 60	4812
Z-2601E-3	Vance Brinsfield	22 Jun 60	4812
Z-2604E-3	D. J. Lee, et ux	22 Jun 60	4812
Z-2625E	D. J. Emerson	22 Jun 60	4812
Z-2615E	Ella Gifford White	22 Jun 60	4812
2942E-3	Oather Hampton, et ux	6 Apr 61	4955
2933E-2	W. D. Rippy, et ux	6 Apr 61	4955
2931E-3	Clecie Coxley	5 Apr 61	4954
2928E-4	J. A. Martin, et ux	6 Apr 61	4955
2915E-2	Albert Hutton	6 Apr 61	4955
2901E	Frank Carlis, et al	4 Apr 61	4953
2908E-3	Sallie Hutton Wolfe, et al	6 Apr 61	4955
2906E-3	Birda Long, et al	12 Apr 61	4959
3024E-2	Wm. R. Carey, et ux	5 Apr 61	4954
3108E-5	Bes Prater, et al	10 Feb 61	4929
3264E-3	Joseph Leitner, et al	8 Feb 61	4922
3264E-4	Joseph Leitner, et al	8 Feb 61	4922

339

Declarations of Taking

Tract No.	Former Owner	Date of Filing	Civil Action
3356E-6	K. L. Ferguson, et al	8 Feb 61	4922
3356E-7	K. L. Ferguson, et al	8 Feb 61	4922
3414E-4	Mina Harjo Phillips	4 Apr 61	4953
3414E-5	Mina Harjo Phillips	4 Apr 61	4953
5507E-9	E. C. Hopper	5 Apr 61	4954
5706E-4	Isioning Fuller, et al	12 Apr 61	4959
5707E-2	Ella Smith, et al	12 Apr 61	4959
5719E-9	Hilbert Turley, et ux	5 Apr 61	4954
5729E-3	M. Mae Sullivan, et al	12 Apr 61	4959
5729E-4	M. Mae Sullivan, et al	12 Apr 61	4959
5729E-5	M. Mae Sullivan, et al	12 Apr 61	4959
6519E-2	Marie L. Bergan	12 Apr 61	4959
6512E-4	Woodrow W. Beebe, et al	6 Apr 61	4955
6512E-5	Woodrow W. Beebe, et al	6 Apr 61	4955
6511E-2	Anna Belle Morgan	9 Feb 61	4927

TOTAL ACRES - 199.39, more or less.

RESERVING to and in the United States of America and its assigns, the perpetual right, power, privilege and authority to inundate and overflow, permanently, as is necessary in the construction, operation and maintenance of said Eufaula Dam and Reservoir, all those portions of the above-described, relocated and altered county road rights-of-way and facilities thereon located, lying and being at and below the mean sea level datum elevation of 585.0 feet; and, to inundate and overflow, occasionally or intermittently, as is necessary in the construction, operation and maintenance of said Eufaula Dam and Reservoir, all those portions of the above-described, relocated and altered county road rights-of-way and facilities thereon located, lying and being at and below the mean sea level datum elevation shown with each individual segment of hereinabove described road right-of-way; together with the perpetual right and authority in and to the United States of America, and its assigns, of ingress, egress, and regress, to, from and over all said portions of the above-described, relocated and altered county road rights-of-way, from time to time, to perform any



340

necessary acts in connection with the construction, operation and maintenance of said Mufaula Dam and Reservoir; and McIntosh County, by its acceptance of this instrument, does completely release and discharge the United States of America from any and all claims for damages to the above-described property, of whatsoever nature, emanating from or incident to the lawful exercise of the flowage easement herein reserved.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the rights, privileges and appurtenances thereto in any wise belonging, unto the said Board of County Commissioners of County of McIntosh, State of Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by Stephen Ailes Secretary of the Army, and the seal of the Department of the Army to be hereunto affixed this 22<sup>nd</sup> day of June, 1965.

UNITED STATES OF AMERICA

By Stephen Ailes  
Secretary of the Army

ACKNOWLEDGMENT

STATE OF VIRGINIA }  
COUNTY OF ARLINGTON } SS

BEFORE ME, A. F. SPADA, a Notary Public in and for said County and State, on this 22<sup>nd</sup> day of June, 1965, personally appeared Stephen Ailes, Secretary of the Army, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the United States of America for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

(SEAL)

A. F. Spada  
Notary Public

My Commission Expires:  
A. F. Spada, Notary Public  
State of Virginia  
My Commission Expires 13 July 1968

#23

131456 651

STATE OF OKLAHOMA, McIntosh County  
Filed for record on the 2nd day  
of May, 2003, at 10:25 AM  
Book 633, at Page 651  
Shirley Irvin, County Clerk  
C. Smith Deputy

CANADIAN VALLEY ELECTRIC COOPERATIVE  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, (whether one or more) (unmarried) (husband or wife), do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is P.O. Box 751, Seminole, Oklahoma, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of McIntosh, State of Oklahoma, and more particularly described as follows:

In the NE/4 of the NW/4 of

Section 04, Township 09 North, Range 15 East, containing n/a acres, more or less:

(\*Right-of-Way to be 15 feet on either side of the proposed pole line center (total of 30 feet) beginning at a point approximately 2,785 feet West, 758 feet South and 180 ft Southwesterly of the NE corner of the NE/4 of said section and continuing Southwesterly approximately 760 feet.

and to construct, operate, and maintain on the above described lands and in or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, either above or below the surface of the ground, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to lay, maintain, operate, and repair underground electric wires and facilities for the distribution of electric energy with the full right of ingress and egress for such purposes.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13 day of March, 2003.

Witness

Ray Fisher

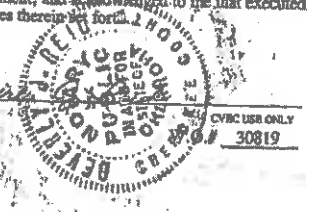
STATE OF OKLAHOMA )  
COUNTY OF \_\_\_\_\_ ) SS.

Before me, a Notary public in and for said County and State on this 13 day of March, 2003, personally appeared Ray Fisher

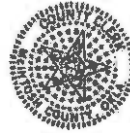
to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

My Commission expires: February 24, 2005  
Commission # 01901044  
(Seal)



1-2013-210855 Book 0834 Pg: 158  
12/11/2013 8:39 am Pg 0158-0168  
Fee: \$ 27.00 Doc: \$ 0.00  
Ronda Prince - McIntosh County Clerk  
State of Oklahoma



#24

This document prepared by:  
Diamond Towers IV LLC  
820 Morris Turnpike, Suite 104  
Short Hills, New Jersey 07078

After recording return to:  
Diamond Towers IV LLC  
Attention: Legal Department  
820 Morris Turnpike, Suite 104  
Short Hills, New Jersey 07078

Site Name: Vivian OK013

Cross Reference:  
Deed Book: 665; Page 234 et. seq.  
Deed Book: 853; Page 433 et. seq.  
Clerk for McIntosh County, Oklahoma

**SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("SNDA") is made as of the 11<sup>th</sup> day of November, 2013 ("Execution Date"), by and among Gary Fisher as Trustee(s) for the Roy W. Fisher, Jr. Trust ("Lender"), and Diamond Towers IV LLC, a Delaware limited liability company ("Tenant").

**WITNESSETH:**

WHEREAS, pursuant to an Option Site Ground Lease Agreement ("Agreement") between Tenant and David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust ("Landlord") dated April 21, 2011, Tenant has an interest in a certain premises ("Premises") of the Landlord, which constitutes a portion or all, as the case may be, of the real property of the Landlord described in Exhibit "A" attached hereto (the "Real Property"); and

WHEREAS, Lender, or Lender's predecessor-in-interest, has made a loan to Landlord, an amount secured by, inter alia, a real estate mortgage or deed to secure debt (the "Mortgage") dated September 26, 2003, as amended, assigned, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, covering the Premises,

recorded in Book 665, Page 234, et seq. in the Official Records of the County of McIntosh, State of Oklahoma; and

WHEREAS, Tenant has agreed that the Agreement shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Agreement; and

WHEREAS, each of the parties desires to set forth herein its agreement concerning the Agreement and the rights of Tenant thereunder in connection with any exercise by Lender of its rights and remedies under the Mortgage, or any other instrument executed in connection therewith (collectively, the "Loan Documents").

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and notwithstanding anything in the Agreement to the contrary, the parties hereto agree as follows:

1. Representations of Lender. Lender hereby represents to and for the benefit of Tenant that:

- (i) Lender is the owner and holder of the Mortgage and all other Loan Documents;
- (ii) The Mortgage and/or Loan Documents have not been transferred, pledged or assigned by Lender; and
- (iii) To the best of Lender's knowledge, Lender is not aware of any breach or default by Landlord under the Mortgage and/or Loan Documents that remains uncured or of any event which, with the giving of notice or the passage of time or both, would constitute a breach or default by Landlord of its covenants or obligations under the Loan Documents.

2. Representations of Landlord and Tenant. Tenant hereby represents to and for the benefit of Lender that:

- (i) The Agreement has been duly executed by Landlord and Tenant and is in full force and effect; and
- (ii) No party to the Agreement is in default thereunder;

3. Subordination. Lender and Tenant do hereby covenant and agree that the Agreement, with all rights, options, liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Mortgage and to any advancements made thereunder and to any renewals, modifications, consolidations, replacements and extensions thereof.

4. Non-Disturbance.

4.1 So long as Tenant is not in default under any of the terms, covenants or conditions of the Agreement (beyond any period provided to Tenant to cure such default in accordance with the terms of the Agreement), Tenant's rights under the Agreement and possession of the Premises thereunder shall not be affected or disturbed by Lender, or any party ("Successor Landlord") that becomes owner of the Premises as a result of a Foreclosure Event (as defined below), in the exercise of any of its rights or remedies under the Loan Documents.

4.2 Upon a Foreclosure Event, the Agreement (including all renewal and other options contained therein) shall continue in full force and effect as though the default giving rise to such Foreclosure Event had not occurred. A "Foreclosure Event" means: (a) foreclosure under the Mortgage and/or Loan Documents; (b) any other exercise by Lender of rights and remedies (whether under the Mortgage, Loan Documents, or under applicable law, including bankruptcy law) as holder of the Mortgage and/or Loan Documents, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord's interest in the Premises or Real Property in lieu of any of the foregoing. The Lender and any Successor Landlord shall recognize all of the rights and interest of Tenant under the Agreement and shall perform all of the duties and responsibilities of the Landlord under the Agreement with the same force and effect and with the same priority in right as if the Agreement were directly made between Lender, or Successor Landlord as the case may be, and Tenant, so long as Tenant is not in default thereunder beyond any applicable cure period available to Tenant by law, in equity or by the terms of the Agreement. Upon a Foreclosure Event, Tenant shall attempt to and recognize the Lender or Successor Landlord, as the case may be, to the same extent and with the same force as if the Lender or Successor Landlord, as the case may be, were the Landlord under the Agreement and shall be bound by and perform all of the obligations imposed upon Tenant under the Agreement. Tenant's attornment hereunder shall be effective and self-operative without the execution of any other instruments on the part of any party and shall be effective concurrently with Lender's or Successor Landlord's acquisition of title to the Premises.

4.3 So long as the Agreement has not been terminated, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Mortgage or Loan Documents, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Agreement or otherwise adversely affect Tenant's rights under the Agreement or this SNDA in such action.

4.4 The provisions of this Article shall be effective and self-operative without any need for Lender, any Successor Landlord, or Tenant to execute any further documents.

5. Interpretation: Effect on Loan Documents. Except as provided herein, neither this SNDA nor the Agreement shall expand, enlarge, alter, affect or diminish Lender's rights under the Mortgage and/or Loan Documents. Except as provided in this SNDA, the Mortgage and/or Loan Documents shall not expand, enlarge, alter, affect or diminish Tenant's rights or obligations under the Agreement.

6. Amendment to SNDA. This SNDA may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. No renewal, extension, modification, consolidation or replacement of any of the Loan Documents or the Mortgage shall affect the terms of this SNDA without the written approval of the parties affected thereby.

7. Notices. Unless and except as otherwise specifically provided herein, any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this SNDA shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit thereof in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof. Receipt of Communications hereunder shall occur upon actual delivery (whether by mail, telecopy transmission, messenger, courier service, or otherwise) to an individual party or to an officer or general or limited partner of a party or to any agent or employee of such party at the address of such party set forth hereinbelow, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice was received by the sender in accordance with this provision prior to the sending of the Communication shall also be deemed to be and constitute receipt. Any Communication shall be addressed as follows, subject to change as provided hereinabove:

Communications to Lender: Roy W. Fisher, Jr. Trust  
HC 63, Box 144  
Eufaula, OK 74432

Communications to Tenant: Diamond Towers IV LLC  
820 Morris Turnpike, Suite 104  
Short Hills, New Jersey 07078  
Attn: Legal Department

8. Governing Law. This SNDA shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

9. Successors: Assignment. This SNDA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title, and assigns. Lender and Tenant shall have the right to assign this SNDA without the consent of the other party.

10. Captions. The description headings of the various sections or parts of this SNDA are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

{Signatures on following pages}

IN WITNESS WHEREOF, the parties hereto have caused this SNDA to be executed by their duly authorized officers, agents or representatives, as the case may be, as of the Execution Date.

LENDER:

Roy W. Fisher, Jr. Trust

Witness: Kok Kaamee

By: [Signature]  
Name: Gary Fisher  
Title: Trustee to the Roy W. Fisher, Jr. Trust

STATE OF Oklahoma )  
COUNTY OF Tulsa ) ss:

On the 5<sup>th</sup> day of November in the year 2013 before me, the undersigned, a notary public in and for said state, personally appeared Gary Fisher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]  
Notary Public: Stephanie R. Wilson  
My Commission Expires: 07/01/2016





**EXHIBIT "A"**

**Legal Description of the Real Property**

The Premises consists of a 60' x 60' parcel of land, plus easements for guy wires, utilities, and access, located in the Real Property described and/or depicted as follows (metes and bounds description):

Property located in McIntosh, OK

The Southwest Quarter (SW 1/4) and the East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 28; AND

the West Half (W 1/2), and the Southeast Quarter (SE 1/4), and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), and the North Half of the North Half of the Southwest Quarter of the Northeast Quarter (N 1/2 N 1/2 SW 1/4 NE 1/4) of Section 33;

ALL in Township Ten (10), Range Fifteen (15), in the County of McIntosh in the State of Oklahoma.

LESS AND EXCEPT that portion of property conveyed to Larry D. Newport from Richard T. Willis, David G. Wantland and Andrew S. Hartman, Trustees of the Fisher Ranching Trust by Statutory Warranty Deed (Individual) dated August 31, 1998 and recorded January 11, 1999 in Deed Book 529, Page 321.

LESS AND EXCEPT that portion of property conveyed to Bill Scott from Richard T. Willis, David G. Wantland and Andrew S. Hartman, Trustees of the Fisher Ranching Trust by Warranty Deed (Individual) dated April 18, 2000 and recorded March 01, 2000 in Deed Book 557, Page 684.

AND BEING a portion of the same property conveyed to Roy Fisher from Leo Williams, Sheriff of McIntosh County, State of Oklahoma by Sheriff's Deed dated February 11, 1983 and recorded February 14, 1983 in Deed Book 295, Page 562; AND FURTHER CONVEYED to Elizabeth Fisher from Roy W. Fisher by General Warranty Deed dated December 24, 1987 and recorded February 02, 1990 in Deed Book 384, Page 768; AND FURTHER CONVEYED to Andrew S. Hartman, Richard T. Willis and David Wantland, as Co-Trustees for the Fisher Ranching Trust, an undivided one-half (1/2) interest from Elizabeth Fisher by General Warranty Deed dated December 24, 1987 and recorded February 02, 1990 in Deed Book 384, Page 783; AND FURTHER CONVEYED to Andrew S. Hartman, Richard T. Willis and David Wantland, as Co-Trustees for the Fisher Ranching Trust, an undivided one-half (1/2) interest from Roy W. Fisher by General Warranty Deed dated December 24, 1987 and recorded February 02, 1990 in Deed Book 384, Page 809.

Tax Parcel No. 0000-33-10N-15E-2-001-00

RIGHT-OF-WAY AGREEMENT

11 <

# 25

For and in consideration of Ten and more Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and the further consideration, agreed to by the parties, to be paid prior to the commencement of construction operations by GRANTEE, the undersigned landowner, hereinafter called GRANTOR, whether one or more, does hereby GRANT, BARGAIN, SELL and CONVEY to VENTURA PIPELINE COMPANY, LLC, 301 N. W. 63rd, Suite 620, Oklahoma City, OK 73116, its successors and assigns, hereinafter called GRANTEE, a one time only, right-of-way and easement for a multi-line pipeline to be laid in the same trench at the same time, along a route, the location of which has been agreed to by the parties herein, the location of which, as constructed, to evidence such agreed route, to construct, maintain, operate, inspect, repair, alter, replace and or remove a pipeline and appurtenant facilities which may include above and below ground valves, meters, wireleads, and associated electric lines, cathodic protection equipment and markers, across, under and upon the lands of GRANTOR in the County of McIntosh, State of Oklahoma, to wit:

See attached Exhibit "A"

The pipeline shall be buried below plow depth from the surface of the ground. It is understood and agreed that the consideration herein paid does include payment of the initial construction, crop and land surface damages. After construction of facilities and after any repair, maintenance or removal of the facilities, which disturbs the surface of the right-of-way, GRANTEE agrees to reseed and fertilize, bury rocks and restore the surface to as near its original condition as practical.

The permanent right of way and easement shall be thirty (30) feet in width with a temporary workspace of fifty (50) feet during construction. During construction, GRANTEE shall have the right to use an additional workspace of one hundred feet by one hundred and fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain, if applicable.

GRANTEE, shall have all of the rights and benefits or convenience for the full enjoyment of use of the rights herein granted, including, but without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions, whether on said right-of-way or not, that may injure, endanger or interfere with the use of said pipeline.

GRANTEE, its successors and assigns, may assign this instrument, the right-of-way or any part thereof or interest therein as to any right or rights created hereunder.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing and removing the property of GRANTEE. GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records.

IN TESTIMONY WHEREOF GRANTOR herein has executed this conveyance this 19<sup>th</sup> day of September, 2004. *October 28<sup>th</sup> of September*

Fisher Ranching Trust  
By: *[Signature]*  
Andrew S. Hartman, Trustee

By: *[Signature]*  
David G. Wentland, Trustee

By: *[Signature]*  
Richard T. Willis, Trustee

Tax I.D. # 73-6237595

147507  
STATE OF OKLAHOMA, McIntosh County  
Filed for record on the 18 day  
of July, 2005, at 1:20 PM  
Book 693, at Page 11  
Diana Curtis, County Clerk  
*[Signature]* Deputy

12  
STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_ } §

On 19<sup>th</sup> this day of October, 2004, before me, the undersigned, a Notary Public, in and for said county and state aforesaid, personally appeared Andrew S. Hartman, Trustee, known to me 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires 10/27/07

Notary Public [Signature]

STATE OF OKLAHOMA

COUNTY OF Wagon Wheel } §

On 28<sup>th</sup> this day of September, 2004, before me, the undersigned, a Notary Public, in and for said county and state aforesaid, personally appeared David G. Wantland, Trustee, known to me 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires 6-24-2007

Notary Public [Signature]  
#03006864

STATE OF OKLAHOMA

COUNTY OF Wagon Wheel } §

On 18<sup>th</sup> this day of September, 2004, before me, the undersigned, a Notary Public, in and for said county and state aforesaid, personally appeared Richard T. Willis, Trustee, known to me 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires 6-24-2007

Notary Public [Signature]  
#03006864

Exhibit "A"

Attached hereto and made a part of that certain Pipeline Right Of Way Option dated September \_\_\_\_\_, 2004 by and between Fisher Ranching Trust as Grantor and Ventura Pipeline Co. LLC, across the following described lands located in McIntosh County, Oklahoma:

- Section 1-9N-14E - E/2 SW/4 & SW/4 SW/4
- Section 2-9N-14E - W/2 & S/2 NE/4 & SE/4
- Sections 9 & 10-9N-14E
- Section 11-9N-14E - N/2 & SW/4 & SW/4 SE/4
- Section 15-9N-14E, less a 30-acre tract in the SE/4 NW/4 & less the NW/4 SW/4
- Section 16-9N-14E
- Section 17-9N-14E - E/2 SW/4 & SE/4 & S2 NE/4
- Section 5-9N-15E
- Section 6-9N-15E - N/2 & SE/4
- Sections 31 & 32-10N-15E
- Section 33-10N-15E - W/2 & NW/4 NE/4 & SE/4
- Section 3-9N-14E
- Section 4-9N-15E - NW/4 West of State Highway 9

Fisher Ranching Trust

By:   
Andrew S. Hartman, Trustee

By:   
David G. Wantland, Trustee

By:   
Richard T. Willis, Trustee

Tax I.D. # 73-6237595

Vivian

1:2006-178723 Book 0766 Pg: 740  
02/04/2008 11:16 am Pg 0740-0746  
Fee: \$ 25.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

RS

EXHIBIT C

MEMORANDUM OF AGREEMENT

#26

CLERK: Please return this document to:  
Evergreen Towers, LLC  
Curtis R. Brunch  
13704 South 18<sup>th</sup> Place  
Bixby, OK 74008  
(918) 605-9906

This Memorandum of Agreement is entered into on this December 5, 2007, by and between, David Wakefield Fisher, Chris Weston Fisher and Gray Wallace Fisher, as Trustees of the Fisher Ranching Trust, (hereinafter referred to as "Lessor") and Evergreen Towers, LLC, an Oklahoma Limited Liability Company, with offices 13704 South 18<sup>th</sup> Place, Bixby, OK 74008, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Ground Lease Agreement ("Agreement") on the 5<sup>th</sup> day of December, 2007, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for Five (5) years commencing not later than the 1st day of March, 2007 or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date with three (3) successive Five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Tract") is described in Exhibit B annexed hereto.

5<sup>th</sup> IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day of December, 2007.

LESSOR:  
Fisher Ranching Trust

LESSEE:  
Evergreen Towers, LLC,  
an Oklahoma Limited Liability Company

By: Chris Weston Fisher

By: Curtis R. Brunch

Name: Chris Weston Fisher, Trustee

Name: Curtis R. Brunch

Date: 11/19/07

Title: Member  
Date: 12-5-07

Site Name: Vivian

Vivian

By: David Wakefield Fisher

Name: David Wakefield Fisher, Trustee

Date: 11/30/07

By: Gary

Name: Gary Wallace Fisher, Trustee

Date: 11/27/07

I-2006-176724 Book 0706 Pg 741  
02/04/2008 11:16 am Pg 0740-0746  
Fee: \$ 25.00 Doc. \$ 0.00  
Diane Curpio - McIntosh County Clerk  
State of Oklahoma

Site Name: Vivian

Vivian

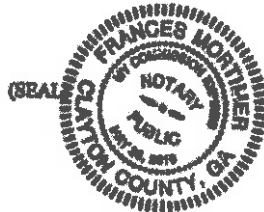
**ACKNOWLEDGEMENTS**

1-2003-170724 Book 0708 Pg: 742  
02/04/2008 11:16 am Pg 0740-0748  
Fee: \$ 25.00 Doc: \$ 0.00  
Dana Curtis - McIntosh County Clerk  
State of Oklahoma

(STATE OF Georgia )  
(COUNTY OF DeKalb )

On this 19<sup>th</sup> day of November, 2007, before me the undersigned Notary Public, personally appeared Chris Weeden Pickett, to me known to be the identical person who executed in the name of the seller thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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



Frances Mortimer

Notary Public in  
And for the State of Georgia

Commission expires: May 25, 2010

Site Name: Vivian



Vivian

(STATE OF OKLAHOMA)

(COUNTY OF McMurry)

1-2008-176724 Book 0788 Pg. 743  
02/04/2008 11:16 am Pg 0740-0746  
Fee: \$ 25.00 Doc: \$ 0.00  
Clara Curcio - McMurry County Clerk  
State of Oklahoma

On this 20<sup>th</sup> day of NOVEMBER, 2007, before me the undersigned Notary Public, personally appeared David Weisfeld Fisher, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)

CURTIS R. BRANCH  
Notary Public State of Oklahoma  
Tulsa County  
Commission # 07001804  
My Commission Expires Feb. 21, 2011

C. R. Branch

Notary Public in  
And for the State of OKLAHOMA

Commission expires: 2/21/2011

Site Name: Vivian

Vivian

(STATE OF Oklahoma )  
(COUNTY OF Tulsa )

I-2008-176724 Book 0708 Pg 744  
02/04/2008 11:16 am Pg 0748-0748  
Fee: \$ 25.00 Doc: \$ 0.00  
Dione Curtis - McIntosh County Clerk  
State of Oklahoma

On this 27th day of November, 2007, before me the undersigned Notary Public, personally appeared Gary Wallace Fisher, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)



Stephanie R. Dugoni

Notary Public in  
And for the State of Oklahoma

Commission expires: Feb 21 2011

Site Name: Vivian

Vivian

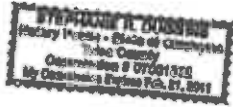
(STATE OF OKLAHOMA)  
(COUNTY OF TULSA)

I-2008-178724 Book 0788 Pg: 745  
02/04/2008 11:16 am Pg 0740-0748  
Fee: \$ 25.00 Doc: \$ 0.00  
Diene Curtis - Notary Public  
State of Oklahoma

On this 8<sup>th</sup> day of December, 2007 before me the undersigned Notary Public, personally appeared Carlo R. Branch, Member, Evergreen Towers, LLC, an Oklahoma Limited Liability Company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)



Diene P. Curtis

Notary Public in  
and for the State of Oklahoma

Commission expires: Feb. 21, 2011

Site Name: Vivian

Vivian

EXHIBIT A  
DESCRIPTION OF LAND

I-2008-178724 Book 0798 Pg: 748  
02/04/2008 11:16 am Pg 0740-0748  
Fee: \$ 25.00 Doc \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

to the Agreement dated December 5, 2007 by and between David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Manning Trust as Lessor, and Evergreen Industries, LLC, an Oklahoma Corporation, as Lessee.

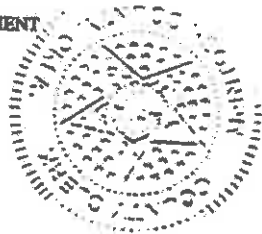
The Land is described and/or depicted as follows (notes and bounds descriptions): a 500' x 500' parcel of land located in,

The Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 33, Township 10 North, Range 15 East, McIntosh County, Oklahoma

Site Name: Vivian

1-2011-200307 Book 0888 Pg: 238  
10/28/2011 10:35 am Pg 0238-0244  
Fee: \$ 23.00 Doc: \$ 0.00  
Diane Curtis - McIntosh County Clerk  
State of Oklahoma

MEMORANDUM OF AGREEMENT



#27

CLERK: Please return this document to:

Ranch Creek Holdings, LLC  
Attn: Curtis Branch  
1717 South Boulder Ave, Suite 301  
Tulsa, OK 74119  
(918) 949-4551

This Memorandum of Agreement is entered into on this 21st day of April, 2011, by and between, David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust, with an address of HQ 63, Box 144, Eufaula, OK 74432 (hereinafter referred to as "Lessor") and Ranch Creek Holdings, LLC, an Oklahoma limited liability company, with offices at 1717 South Boulder Avenue, Suite 301, Tulsa, OK 74119, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Option Site Ground Lease Agreement ("Agreement") on the 21st day of April, 2011, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for Five (5) years commencing not later than the 1st day of October, 2011, unless additional option term is renewed or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date with five (5) successive Five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Tract") is described in Exhibit B annexed hereto.

Site Name: Vivian

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the  
21st day of April, 2011.

**LESSOR:**

Fisher Ranching Trust

By: David Wakefield Fisher

Name: David Wakefield Fisher, Trustee

Date: 3/31/11

By: Gary Wallace Fisher

Name: Gary Wallace Fisher, Trustee

Date: 4/7/11

By: Chris Weston Fisher

Name: Chris Weston Fisher, Trustee

Date: 3/31/11

**LESSEE:**

Ranch Creek Holdings, LLC  
an Oklahoma Limited Liability Company

By: Curtis Branch

Name: Curtis Branch

Title: Member

Date: 4/21/2011

I-2011-200307 Book 0888 Pg 240  
10/26/2011 10:35 am Pg 0238-0244  
Fee: \$ 23.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

Site Name: Vivian

1-2011-200907 Book 0886 Pg: 241  
10/28/2011 10:35 am Pg 0239-0244  
Fee: \$ 25.00 Doc: \$ 0.00  
Clara Curtis - McClain County Clerk  
State of Oklahoma

**ACKNOWLEDGEMENTS**

STATE OF Oklahoma  
COUNTY OF McClain

On this 31 day of March, 2011, before me the undersigned Notary Public, personally appeared David Wakefield Fisher, Trustee, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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



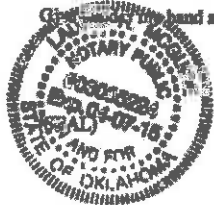
Jamie R. McGowan

Notary Public in  
And for the State of Oklahoma  
Commission expires: 4-7-15

STATE OF Oklahoma  
COUNTY OF McClain

On this 31 day of March, 2011, before me the undersigned Notary Public, personally appeared Chris Weston Fisher, Trustee, to me known to be the identical persons who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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



Jamie R. McGowan

Notary Public in  
And for the State of Oklahoma  
Commission expires: 4-7-15

Site Name: Vivian

1-2011-200307 Book 0888 Pg 242  
10/28/2011 10:35 am Pg 0238-0244  
Fee: \$ 25.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

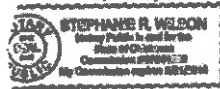
STATE OF Oklahoma )

COUNTY OF Tulsa )

On this 7<sup>th</sup> day of April, 2011, before me the undersigned Notary Public, personally appeared Gary Wallace Fisher, Trustee, to me known to be the identical persons who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)



Stephanie R Wilson

Notary Public in  
And for the State of Oklahoma

Commission expires: 2/21/2015

STATE OF OKLAHOMA )

COUNTY OF TULSA )

On this 21<sup>st</sup> day of April, 2011, before me the undersigned Notary Public, personally appeared Curtis Branch, Member, Ranch Creek Holdings, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)



Stephanie R Wilson

Notary Public in  
and for the State of Oklahoma

Commission expires: 2/21/2015

Site Name: Vivian



EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated April 21 2011, by and between David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust, as Lessor, and Ranch Creek Holdings, LLC, an Oklahoma limited liability company, as Lessee.

The land is described and/or depicted as follows (metes and bounds description): a 60' x 60' parcel of land plus easements for guy wires and utilities located in:

The Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 33, Township 10 North, Range 15 East, McIntosh County, Oklahoma

L2011-200307 Book 0888 Pg: 243  
10/28/2011 10:55 am Pg 0238-0244  
Fee: \$ 23.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

Site Name: Vivian

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated, April 21, 2011, by and between David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust, as Lessor, and Ranch Creek Holdings, LLC, an Oklahoma limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

**60' X 60' parcel, and to include ingress, egress and utility easements plus easements to guyed wires and three (3) 10' x 25' spaces for the guyed points**

A tract of land lying in and being a part of the Southeast Quarter (SE/4) of Section 33, Township 10 North Range 15 East of the Indian Meridian, McIntosh County, Oklahoma as described in Document No. 1-2006-164198 recorded in Book 0753, Page 0412-0414, Records of the County Clerk, McIntosh County, Oklahoma; said tract being more particularly described as follows:

Commencing at a 3/8" iron rod found for the Southwest corner of the Southeast Quarter (SE/4) of Section 33; Thence N 01°22'37" W on the West line of said SE/4 a distance of 2142.36 feet to a 1/2" iron rod with cap set for the Southwest corner, said corner being the Point of Beginning; Thence continuing N 01°22'37" W on said West line a distance of 500.00 feet to a 1/2" iron rod with cap set for the Northwest corner, said corner also being the Northwest corner of the SE/4; Thence N 88°36'55" E on the North line of said SE/4 a distance of 500.00 feet to a 1/2" iron rod with cap set for the Northeast corner; Thence S 01°22'37" E parallel to the West line of said SE/4 a distance of 500.00 feet to a 1/2" iron rod with cap set for the Southeast corner; Thence S 88°36'55" W parallel to the North line of said SE/4 a distance of 500.00 feet to the Point of Beginning. Containing 250,000.00 square feet or 5.739 acres more or less.

A 40.00 foot wide easement for ingress, egress and utility purposes crossing a part of the Southeast Quarter (SE/4) of Section 33, Township 10 North Range 15 East of the Indian Meridian, McIntosh County, Oklahoma as described in Document No. 1-2006-164198 recorded in Book 0753, Page 0412-0414, Records of the County Clerk, McIntosh County, Oklahoma; said 40.00 foot wide easement being 20.00 feet on each side of the following described centerline:

Commencing at a 3/8" iron rod found for the Southwest corner of the Southeast Quarter of Section 33; Thence N 88°36'18" E on the South line of said SE/4 a distance of 33.00 feet to a point; Thence N 01°22'42" W perpendicular to said South line a distance of 24.75 feet to a point on the statutory right of way line, said point being the Point of Beginning; Thence N 03°21'41" W a distance of 374.54 feet to a point; Thence N 01°22'37" W parallel to the West line of said SE/4 a distance of 1754.83 feet to a point; Thence N 58°37'51" E a distance of 240.68 feet to a point; Thence N 35°01'29" E a distance of 36.24 feet to the Point of Termination on the South line of the 2,500.00 square foot compound area within the above described 5.739 acre Lessee Lease Site. Side lines of said 40.00 foot wide easement to be shortened or extended such as to begin on the North statutory right of way line.

Site Name: Vivian

I-2013-210858 Book 0834 Pg: 185  
12/11/2013 11:02 am Pg 0185-0189  
Fee: \$ 21.00 Doc: \$ 0.00  
Rondo Prince - McIntosh County Clerk  
State of Oklahoma

#28

**Prepared by:**  
Diamond Towers IV LLC  
Legal Department  
820 Morris Turnpike, Suite 104  
Short Hills, New Jersey 07078



**Record and Return To:**  
Diamond Towers IV LLC  
Attention: Legal Department  
820 Morris Turnpike, Suite 104  
Short Hills, New Jersey 07078

Site Name and ID: Vivian OK013  
Parcel ID: 0000-33-10N-15E-2-001-00

**Cross Reference:**  
Book: 0888, Page 239, et. seq.  
McIntosh County, Oklahoma

### **ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE**

This ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE ("Assignment") is made and entered into as of the 19<sup>th</sup> day of November, 2013 ("Effective Date"), by and between BRANCH TOWERS, LLC ("Assignor") successor-in-interest to Ranch Creek Holdings, LLC, and DIAMOND TOWERS IV LLC ("Assignee"), each a Delaware limited liability company. Capitalized terms used and not defined in this Assignment shall have the meanings given such terms in the Purchase Agreement (as defined below).

### **RECITALS**

A. Assignor and Assignee are parties to a Purchase and Sale Agreement dated October 31, 2013 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell and Assignee agreed to purchase certain assets of Assignor, including the Assets relating to the Tower Site known as Vivian with a parcel ID of 0000-33-10N-15E-2-001-00 located within the parent parcel described on Exhibit A attached hereto and subject to the Option Site Ground Lease Agreement dated April 21, 2011, between David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust, as landlord or lessor, and Assignor or a predecessor-in-interest of Assignor (as may have been amended, supplemented or otherwise modified, the "Lease"), having commenced on October 1, 2011, and a memorandum of which was recorded in the Office of the Clerk for the County of McIntosh, State of Oklahoma in Book 0888, Page 239;

B. In accordance with and subject to the terms and condition of the Purchase Agreement, the parties thereto agreed that Assignor would assign to Assignee its rights, title

and interest in the Lease and that Assignee would assume Assignor's obligations under the Lease.

### AGREEMENT

NOW, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey, set over and deliver to Assignee all right, title and interest of Assignor in, to and under the Lease and all rights thereunder including, without limitation, all escrows, deposits and access, utility and other easements related thereto.

2. Assumption. Assignee hereby accepts the aforesaid assignment of Assignor's right, title and interest in, to and under the Lease, and assumes and agrees to be bound by, perform and discharge, as and when due, all of the conditions and obligations set forth in the Lease which accrue, arise and occur after the Effective Date under the Lease (but not those required to be performed and discharged or which accrued, arose or occurred on or prior to the Effective Date).

3. Other Provisions.

a. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

b. This Assignment shall be governed and enforced in accordance with the laws of the State of Oklahoma.

c. This Assignment may be amended, modified or supplemented only by the written agreement of Assignor and Assignee.

d. Each party shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Assignment to any other persons having rights or obligations under this Assignment, as the other may request from time to time, and each party shall execute and deliver to the other such agreements as the other may reasonably require to make this Assignment effective and to carry out the terms hereof.

e. Assignor and Assignee acknowledge and agree that nothing in this Assignment shall be deemed to contravene or supersede the terms of the Purchase Agreement.

{Signatures on following pages}

Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

BRANCH TOWERS, LLC  
a Delaware limited liability company

*C.B.L.*

By: Curtis Branch  
Its: President and CEO

STATE OF OKLAHOMA )  
COUNTY OF LeFlore ) SS:

On the 1<sup>st</sup> day of November, 2013, before me, the undersigned, a notary public in and for said state, personally appeared Curtis Branch, President and CEO of Branch Towers, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above



*Jessica Norrid*  
Notary Public: Jessica Norrid  
My Commission Expires: File in

**ASSIGNEE:**

**DIAMOND TOWERS IV LLC,**  
a Delaware limited liability company

  
By: Michael G. Brett  
Its: Chief Financial Officer

STATE OF NEW JERSEY    )  
  ) SS:  
COUNTY OF ESSEX        )

On the 17<sup>th</sup> day of November, 2013, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett, Chief Financial Officer of Diamond Towers IV LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

  
Notary Public:  
My Commission Expires:

MICHELLE ZAKALIK  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 12, 2018



I-2013-210858 Book 0934 Pg: 189  
12/11/2013 11:02 am Pg 0185-0189  
Fee: \$ 21.00 Doc: \$ 0.00  
Ronald Prince - McIntosh County Clerk  
State of Oklahoma

Exhibit A

Description of Parent Parcel

The Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 33, Township 10  
North, Range 15 East, McIntosh County, Oklahoma

Parcel ID: 0000-33-10N-15E-2-001-00

ASSIGNMENT and ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (hereinafter this "Assignment") is hereby made as of this 29th day of February, 2011 by and between Ranch Creek Holdings, LLC, and Branch Towers, LLC.

#29  
#30

RECITALS

WHEREAS, Ranch Creek Holdings, LLC, as Lessor, entered into an Option Site Ground Lease Agreement (the "Original Lease") with David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust, as owners of the property whereby David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust leased a portion of land located in the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 22, Township 10 North, Range 15 East in the County of McIntosh, State of Oklahoma (hereinafter "Premises") dated April 21, 2011, a copy of which is attached hereto as Exhibit A (hereinafter the "Lease"); and


WHEREAS, Ranch Creek Holdings, LLC desires to assign to Branch Towers, LLC all of its right, title and interest in and to the Lease, as well as those certain governmental licenses, permits and approvals which are attached hereto as Exhibit B (the "Government Approvals"); and

WHEREAS, Branch Towers, LLC acknowledges that it has reviewed the Lease and is familiar with its terms, conditions and provisions that it desires to assume the Lease, including each of Ranch Creek Holdings, LLC's obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth below, the sufficiency of which are hereby acknowledged, the undersigned parties do hereby covenant and agree as follows:

1. Ranch Creek Holdings, LLC's Assignment of Rights, Title and Interest. Ranch Creek Holdings, LLC hereby transfers and assigns to Branch Towers, LLC all of its right, title and interest in and to the Lease, subject to the provisions of this Assignment and is relieved of all rights, obligations, and liabilities under the Lease. Ranch Creek Holdings, LLC further grants, conveys and assigns unto Branch Towers, LLC the Government Approvals, subject to the condition that the assignment of the Government Approvals is made without representation or warranty by Ranch Creek Holdings, LLC as to its right to assign such Government Approvals to Branch Towers, LLC, or as to the status or enforceability of any such Government Approval.

2. Branch Towers, LLC's Assumption of Obligations. Branch Towers, LLC hereby accepts this Assignment and agrees to pay all rent and other sums which are due and as such become due after the date of execution of this Assignment and to perform and assume each and every covenant, condition and obligation, and to comply with all the terms and conditions which are to be performed or complied with by Ranch Creek Holdings, LLC under the Lease.

 I-2012-201216 Book 0801 Pg. 824  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 85.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma



**3. Branch Towers, LLC's Representations.** Branch Towers, LLC represents and warrants that this Assignment is duly executed by Curtis Branch, is duly authorized by all requisite actions of Branch Towers, LLC and is the legal, valid and binding obligation of Branch Towers, LLC enforceable in accordance with its terms.

**4. Ranch Creek Holdings, LLC's Representations.**

a. Exhibit A is a true and complete copy of the Lease together with all amendments or supplements thereto (if any).

b. The Lease is in full force and effect and has not been modified, assigned, supplemented or amended since its original execution, except as noted in Exhibit A, nor are there any other agreements between Landlord and Branch Towers, LLC concerning the Site, whether oral or written.

c. Ranch Creek Holdings, LLC has not pledged, mortgaged or otherwise encumbered any of its right, title and interest in or to the Lease and Ranch Creek Holdings, LLC's right, title and interest in and to the Lease is free and clear of all encumbrances.

d. Ranch Creek Holdings, LLC has neither sent nor received any notice of default under the Lease. To the best of Ranch Creek Holdings, LLC's belief, there are no events which have occurred that, with or without the giving of notice or the passage of time or both, would result in a default by Landlord thereunder, and as of the date of execution of this Assignment, Ranch Creek Holdings, LLC has no claim against Landlord under the Lease.

e. Exhibit B is a true and complete set of the Government Approvals.

f. Ranch Creek Holdings, LLC represents and warrants that this Assignment is duly executed by Ranch Creek Holdings, LLC, is duly authorized by all requisite actions of Ranch Creek Holdings, LLC and is the legal, valid obligation of Ranch Creek Holdings, LLC, enforceable in accordance with its terms.

**5. Additional Assurances.** The parties hereby covenant and agree to sign, execute and deliver or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon reasonable request of the other party, any and all agreements, instruments, papers, deeds, acts or things as may be reasonably required by either party for the purpose of effecting the Assignment described herein.

**6. Indemnification.**

a. Branch Towers, LLC hereby agrees to indemnify, defend and hold Ranch Creek Holdings, LLC harmless from and against any claim, liability, loss, judgment, actions, suits, expenses or costs of any kind whatsoever (including, without limitation, reasonable attorneys' fees) which Ranch Creek Holdings, LLC may incur, or which may arise or result from (i) Branch Towers, LLC's use or occupancy of the Site pursuant to the Lease, or any other use if not permitted by the Lease or Governmental Approvals; (ii) Branch Towers, LLC's breach of this Assignment or its failure to comply with any term, covenant or obligation of the Lease after the date of execution of this Assignment; (iii) any act or omission by Branch Towers, LLC or any of its agents, contractors, representatives or employees occurring in, on, or around the Site, excepting however any such claim, liability, loss, judgment, action, suit, expense, or cost which arises out of or is the result solely of any negligent act of Ranch Creek Holdings,

Vivian

LLC, or its employees, agents, contractors or invitees; and (iv) the falsity of any representations or warranties of Branch Towers, LLC hereunder.

7. **Notices.** All notices hereunder, in order to be effective, must be in writing (unless otherwise expressly provided for herein), and shall be personally delivered or given by either certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows (or to any other address that the party may have designated to the sender by like notice):

To Branch Comm: Branch Towers, LLC  
1516 South Boston Ave, Suite 115  
Tulsa, OK 74119

1-2012-201216 Book 0881 Pg 828  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

To RCH: Ranch Creek Holdings, LLC  
1516 South Boston Ave, Suite 115  
Tulsa, OK 74119

8. **Taxes.** Contemporaneously herewith, Branch Towers, LLC shall deliver to Seller any and all sales and use tax that may be due in connection with the sale of the Lease by Ranch Creek Holdings, LLC to Branch Towers, LLC OR pay to the applicable governmental authority(ies) all sales and use tax that may be due in connection with the sale of the Lease by Ranch Creek Holdings, LLC to Branch Towers, LLC.

9. **Entire Agreement.** Branch Towers, LLC and Ranch Creek Holdings, LLC agree and acknowledge that this constitutes the full agreement between Branch Towers, LLC and Ranch Creek Holdings, LLC.

10. **Capitalized Terms.** All capitalized terms used herein shall have the meanings ascribed to them in the Lease unless otherwise defined herein.

11. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. This Assignment shall be governed by and construed in accordance with the laws of the state where the Premises are located. This Assignment may not be modified, changed, supplemented or terminated, nor any obligations hereunder be waived, except in a written document, signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound, have caused this Assignment to be duly executed as of the date first written above.

WITNESS/ ATTEST:

Ranch Creek Holdings, LLC,  
an Oklahoma limited liability company

  
Name:  
Name: Curtis Branch  
Title: Managing Member/President

WITNESS/ ATTEST:

Branch Towers, LLC,  
a Delaware limited liability company

  
Name:  
Name: Curtis Branch  
Title: Managing Member

1-2012-201216 Book 0861 Pg: 827  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 66.00 Doc: \$ 0.00  
Clara Curtis - McIntosh County Clerk  
State of Oklahoma

Vivian

1-2012-201216 Book 0891 Pg: 828  
01/06/2012 11:21 am Pg 0824-0850  
Fes: \$ 65.00 Doc: \$ 0.00  
Dana Curtis - McIntosh County Clerk  
State of Oklahoma

STATE OF OKLAHOMA,  
COUNTY OF TULSA, ss:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of December,  
2012, Curtis Branch personally came before me and acknowledged that he is the Managing  
Member/President of Ranch Creek Holdings, LLC an Oklahoma limited liability company,  
the corporation named in the foregoing instrument, is authorized to execute this instrument on  
behalf of the corporation and executed this instrument as the act of the corporation.

Stephanie R. Wilson  
Notary Public



My Commission Expires: 2/21/2015

STATE OF OKLAHOMA,  
COUNTY OF TULSA, ss:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of December,  
2012, Curtis Branch personally came before me and acknowledged that he is the Managing  
Member of Branch Towers, LLC a Delaware limited liability company, the corporation  
named in the foregoing instrument, is authorized to execute this instrument on behalf of the  
corporation and executed this instrument as the act of the corporation.

Stephanie R. Wilson  
Notary Public



My Commission Expires: \_\_\_\_\_

Vivian

EXHIBIT A

LEASE AGREEMENT

I-2012-201218 Book 0891 Pg: 828  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Diane Curtis - Michipah County Clerk  
State of Oklahoma

**OPTION SITE GROUND LEASE AGREEMENT**

This Lease Agreement ("Agreement") is entered into this April 21, 2011, between Ranch Creek Holdings, LLC, an Oklahoma limited liability company, ("Lessor"), and David Weinsfeld Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust ("Lessee"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises** Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Premises") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located all in the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) Section 22, Township 10 North, Range 15 East, situated in the County of McIntosh in the State of Oklahoma, and comprise approximately a 60' x 60' parcel and to include ingress, egress and utility easements, plus easements to gravel pits and three (3) 16' x 23' spots for the gravel pits.

2. **Term** In consideration of Lessor granting Lessee the Option, Lessee hereby agrees to pay Lessor the sum of Five Hundred and no/100 Dollars (\$500.00) upon execution of this Agreement. The Option will be for a term of one (1) year (the "Initial Option Term"). The term of this Agreement shall be Five (5) years commencing not later than the 1<sup>st</sup> day of October, 2011 ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 14. Lessee shall have the right to extend the Term for Five (5) consecutive five (5) year periods (the "Renewal Term") on the same terms and conditions set forth herein. This Agreement shall automatically be extended for each consecutive Renewal Term unless Lessee notifies Lessor of its intention not to exercise its option to renew at least ninety (90) days prior to the expiration of the then existing Term or Renewal Term.

3. **Conditions** This Agreement is subject to the following contingencies:

(a) Lessee shall obtain all governmental licenses, permits and approvals required for its use of the Premises.

(b) Lessee may perform some or all of the following activities ("Permitted Activities"): surveys, geotechnical soil borings and analyses, Phase I environmental audits, boundary surveys, title curative, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal disturbances, encroachments or defects which Lessee determines would interfere with Lessee's intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities.

4. **Rent** Within 15 days of the Commencement Date and within five (5) days of January 1 of each year thereafter, Lessee shall pay to Lessor an annual rent Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) ("Rent"). Rent for any fractional year at the beginning or end of the Term or Renewal Term shall be pro-rated. Rental payments for each Renewal Term shall be increased at the commencement of each Renewal Term by Fifteen Percent (15%) over the annual rental payment for the immediately preceding Term or immediately preceding Renewal Term, as applicable.

5. **Use** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessee agrees to cooperate with Lessor, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

Site Name: Vivian

6. **Facilities, Utilities, Access**

(a) Lessee has the right to maintain and operate on the Premises a telecommunication facility, including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures hereon ("Lessee Facilities"). Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey and precise location of the Premises and Lessee Facilities shall be subject to the prior written approval of Lessor, which shall be given by issuing and returning to Lessee a copy of the final survey within five (5) business days of submission of the survey to Lessor for its review. Upon Lessor's failure to respond in writing to Lessee's proposed survey within five (5) business days, the survey will be deemed approved. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("External Carrier") co-locating on the Premises.

(b) Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien claims it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Lessor (i) consents to the involvement of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any kind due or to become due and that such Collateral may be seized or any other without recourse to legal proceedings ("Lessor Consent"). Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(c) Lessee shall pay for the electricity it consumes in its operations. Lessee shall have the right to submeter electricity and other utilities from the existing utilities on the Property. Lessor agrees to sign such documents or consents as may be required by said utility companies to provide such service. Any agreement necessary for such meter or other utilities will be at a location acceptable to Lessor and the serving utility company, and shall use with the Terms and General Terms of the Agreement.

(d) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, subcontractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

(e) Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions or administrative agents for itself and various other lenders ("the Lenders"), also collectively referred to as ("Mortgages") and in connection therewith the Lenders will take a security interest in certain equipment and the products and proceeds thereof (collectively "the Collateral") to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall issue to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.

(f) Lessor further acknowledges and represents that Lessee will utilize a portion of the Premises as well as space on the constructed Tower to Permit Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the

Site Name: Vivian

placement of Petrol Chemist's meters and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Petrol Chemist, their heirs and their successors and assigns.

7. **Interference** Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or tenants or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Agreement, including non-interference). Specifically, Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of Lessor's properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

8. **Taxes** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes assessable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments assessable to the Premises.

9. **Hold Harmless** In consideration of the Premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby agrees for itself, its successors and assigns, to at all times indemnify Lessor, their heirs, executors, administrators and assigns, against any and all claims, suits, actions, debts, damages, attorney's fees and against all liability, losses, and damage of any nature whatsoever arising from the installation, use, maintenance, repair, or removal of the Lessee facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property involving the Premises by Lessee, Lessor's agents, assigns and permittees or by third parties.

#### 10. **Condemnation**

(a) If the Premises shall be required by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of this vesting in cash proceeding (or sale), and all moneys shall be paid up to that date.

(b) In the event of any condemnation, taking, or sale, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate agreed and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.

#### 11. **Assignment and Subletting**

(a) Lessee may assign, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 6 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 6 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

(b) Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "financier") to whom Lessee (i) has obligations for borrowed money or in respect of guarantees thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii)

Site Name: Vivian



has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

(c) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagees shall not be less than ten (10) days after the receipt of the default notice. If a termination, discontinuance or rejection of the Agreement by Lessee pursuant to any lease (including any bankruptcy or insolvency lease) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

12. **Warranty of Title and Quiet Enjoyment** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of easement thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to execute and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises in the event of a foreclosure of such loan and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

13. **Repairs** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6 above, upon expiration or termination hereof, within a reasonable time after termination or expiration of this Agreement, Lessee shall remove its personal property.

14. **Notices** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to Lessor, to:

Fisher Ranching Trust  
EC 63, Box 144  
Enfield, OK 74432

If to Lessee, to:

Roach Creek Holdings, LLC  
1717 South Boulder Avenue, Suite 301  
Tulsa, OK 74119  
Tel: 918-949-4551  
Fax: 918-959-4557

with a copy to:

1-2012-201216 Book 0001 Pg: 833  
01/09/2012 11:21 am Pg 0624-0850  
Fee: \$ 85.00 Doc: \$ 0.00  
Diana Curtis - McClintock County Clerk  
State of Oklahoma

15. **Hazardous Materials** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its backup power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. Lessor represents, warrants and covenants that the Premises and Property have not been used for the generation, storage,

Site Name: Vivian

interest or disposal of Hazardous Materials. In addition, Lessor represents, warrants and covenants that no Hazardous Materials or underground storage tanks are located on or near the Premises or Property. During the Term and any Renewal Term, Lessor shall handle, care and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous Materials are deposited as a result of any act or omission of Lessor, Lessee shall have the right to terminate this Agreement, and Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, "Hazardous Materials" means any chemical, pollutant or waste that is properly identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, "Environmental Regulations" shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

16. **Termination and Remedial.** This Agreement may be terminated on sixty (60) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee for any reason or no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) after the Commencement Date by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signed interferences. In the case of any default under this provision by either party, notice of such default shall be given to all subcontractors (vendors) of the Lessee.

17. **Miscellaneous**

(a) This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.

(b) This Agreement is governed by the laws of the State in which the Premises are located.

(c) Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.

(d) Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached as Exhibit D herein.

(e) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.

(f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those or to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(g) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

Site Name: Vivian

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LESSOR:**

Fisher Ranching Trust

By: David W. Fisher

Name: David Wakefield Fisher, Trustee

Date: 3/31/11

By: [Signature]

Name: Gary Walter Fisher, Trustee

Date: 4/2/11

By: Chris Weston Fisher

Name: Chris Weston Fisher, Trustee

Date: 3/31/11

**LESSEE:**

Ranch Creek Holdings, LLC  
an Oklahoma Limited Liability Company

By: Curtis Busch

Name: Curtis Busch

Title: Member

Date: April 21, 2011

1-2012-201218 Book 0891 Pg: 635  
01/08/2012 11:21 am Pg 0824-0850  
Fes: \$ 65.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

Site Name: Vivian

EXHIBIT A  
DESCRIPTION OF LAND

to the Agreement dated April 21 2011, by and between David Wakefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust as Lessor, and Ranch Creek Holdings, LLC, an Oklahoma Limited Liability company, as Lessee.

The land is described and/or depicted as follows (words and bounds description): a 60' x 60' parcel of land plus easements for gas wells and utilities located in:

The Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 33, Township 10 North, Range 15 East, McClain County, Oklahoma

1-2012-201216 Book 0801 Pg: 898  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Diana Curle - McClain County Clerk  
State of Oklahoma

Sis Name: Vivian

1-2012-201216 Book 0891 Pg: 837  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 85.00 Doc: \$ 0.00  
Clara Cagle - McKerns County Clerk  
State of Oklahoma

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

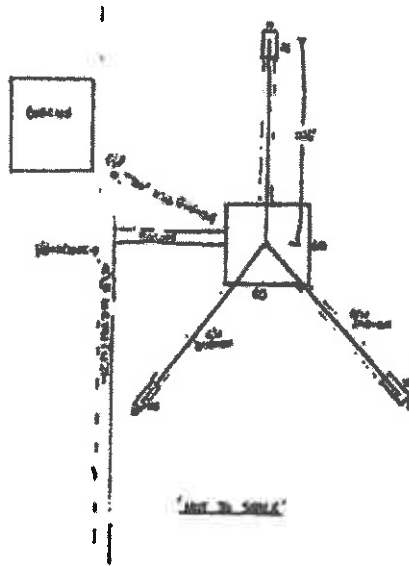
to the Agreement dated, April 21 2011, by and between David Wainfield Fisher, Clara Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust as Lessor, and Ranch Creek Holdings, L.L.C., an Oklahoma limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

**60' X 60' parcel, and to include ingress, egress and utility easements plus easements to guyed wires and three (3) 10' x 25' spaces for the guyed points**

**TO BE DETERMINED BY SURVEY AND APPROVED, IN WRITING, BY LESSOR AND LESSEE, AND ATTACHED HERETO AND MADE A PART HEREOF.**

Site Name: Vivian



I-2012-201216 Book 0891 Pg 638  
 01/08/2012 11:21 am Pg 0824-0850  
 Fee: \$ 85.00 Doc: \$ 0.00  
 Diana Curtis - McIntosh County Clerk  
 State of Oklahoma

- Notes:**
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
  2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
  3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Site Name: Vivian

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Ranch Creek Holdings, LLC  
Attn: Curtis Branch  
1717 South Boulder Ave, Suite 301  
Tulsa, OK 74119  
(918) 949-4551

1-2012-201216 Book 0881 Pg: 830  
01/08/2012 11:21 am Pg 0824-0880  
Fee: \$ 65.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

This Memorandum of Agreement is entered into on this 26<sup>th</sup> day of April, 2011, by and between, David Wainfield Fisher, Chris Weston Fisher and Gery Wallace Fisher, as Trustees of the Fisher Ranching Trust, with an address of HC 63, Box 144, Eufaula, OK 74432 (hereinafter referred to as "Lessor") and Ranch Creek Holdings, LLC, an Oklahoma limited liability company, with offices at 1717 South Boulder Avenue, Suite 301, Tulsa, OK 74119, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Option Site Ground Lease Agreement ("Agreement") on the 26<sup>th</sup> day of April, 2011, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for Five (5) years commencing not later than the 1st day of October, 2011, unless additional option term is exercised or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date with five (5) successive Five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

Site Name: Vivian

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the  
21st day of April, 2011.

**LESSOR:**

Fisher Ranching Trust

By: *David Weitzel Fisher*

Name: David Weitzel Fisher, Trustee

Date: 3/31/11

By: *Gray Weitzel Fisher*

Name: Gray Weitzel Fisher, Trustee

Date: 4/7/11

By: *Chris Weston Fisher*

Name: Chris Weston Fisher, Trustee

Date: 3/31/11

**LESSEE:**

Ranch Creek Holdings, LLC  
an Oklahoma Limited Liability Company

By: *Curtis Branch*

Name: Curtis Branch

Title: Member  
Date: 4/21/11

1-2012-201216 Book 0891 Pg: 840  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Citra Curtis - McIntosh County Clerk  
State of Oklahoma

Site Name: Vivian



**ACKNOWLEDGEMENTS**

STATE OF Oklahoma  
COUNTY OF Madison )

1-2012-201218 Book 0891 Pg. 841  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 86.00 Doc: \$ 0.00  
Diana Curtis - Madison County Clerk  
State of Oklahoma

On this 31 day of March, 2011, before me the undersigned Notary Public, personally appeared David Wakefield Fisher, Trustee, to me known to be the identical person who executed in the name of the trustee thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Read and seal the day and year first written above.



Jamie R. Magallon

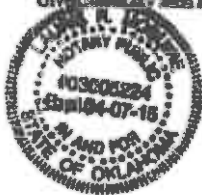
Notary Public in  
And for the State of Oklahoma

Commission expires: 4-7-15

STATE OF Oklahoma  
COUNTY OF Madison

On this 31 day of March, 2011, before me the undersigned Notary Public, personally appeared Chris Warren Fisher, Trustee, to me known to be the identical person who executed in the name of the trustee thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Read and seal the day and year first written above.



Jamie R. Magallon

Notary Public in  
And for the State of Oklahoma

Commission expires: 4-7-15

Eric Name: Vivian

1-2012-201216 Book 0891 Pg 642  
01/09/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

STATE OF Oklahoma )  
COUNTY OF Tulsa )

On this 7<sup>th</sup> day of April, 2011, before me the undersigned Notary Public, personally appeared Guy Wallace Fisher, Trustee, to me known to be the identical person who executed in the case of the notes hereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)



Stephanie B. Wilson

Notary Public in  
and for the State of Oklahoma

Commission expires: 2/21/2015

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

On this 21<sup>st</sup> day of April, 2011, before me the undersigned Notary Public, personally appeared Curtis Enoch, Member, Ranch Creek Holdings, LLC, an Oklahoma Limited Liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)



Stephanie B. Wilson

Notary Public in  
and for the State of Oklahoma

Commission expires: 2/21/2015

Site Name: Vivint

**EXHIBIT A**  
**DESCRIPTION OF LAND**

to the Agreement dated April 21 2011, by and between David Whitefield Fisher, Chris Weston Fisher and Gary Walker Fisher, as Trustees of the Fisher Ranching Trust, as Lessor, and Ranch Creek Holdings, LLC, an Oklahoma limited liability company, as Lessee.

The land is described and/or depicted as follows (verbal and bounds description): a 60' x 60' parcel of land plus easements for guy wires and utilities located in:

The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 33, Township 10 North, Range 15 East, McIntosh County, Oklahoma

1-2012-201216 Book 0601 Pg: 849  
01/06/2012 11:21 am Pg 0824-0650  
Fee: \$ 85.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

Site Name: **Vivian**

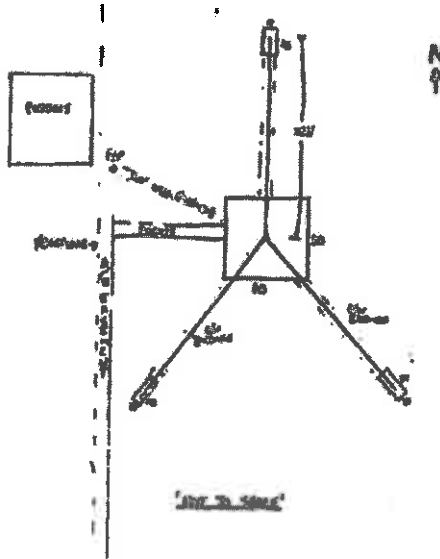
**EXHIBIT B  
DESCRIPTION OF PREMISES**

to the Agreement dated, April 21 2011, by and between David Wakefield Fisher, Chela Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust, as Lessor, and Ranch Creek Holdings, LLC, an Oklahoma limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

**60' X 60' parcel, and to include ingress, egress and utility easements plus easements to guyed wires and three (3) 10' x 25' spaces for the guyed points**

1-2012-201216 Book 0891 Pg: 844  
01/06/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma



Site Name: Vivian

Vivian

**EXHIBIT B**

**GOVERNMENTAL APPROVALS**

1-2012-201216 Book 0691 Pg: 645  
01/09/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

---



Federal Aviation Administration  
 Air Traffic Airspace Branch, ASW-520  
 2601 Meacham Blvd.  
 Fort Worth, TX 76137-0520

Aeronautical Study No.  
 2007-ASW-11491-OE

Issued Date: 12/20/2007

Debbie Branch  
 Evergreen Industries, LLC  
 13704 South 18th Place  
 Bixby, OK 73750

1-2012-201216 Book 0891 Pg 846  
 01/08/2012 11:21 am Pg 0824-0850  
 Fee: \$ 65.00 Doc: \$ 0.00  
 Diana Currie - Mcintosh County Clerk  
 State of Oklahoma

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower / Vivian/0350.005  
 Location: Vivian, OK  
 Latitude: 35-17-45.75N NAD 83  
 Longitude: 95-43-27.03W  
 Height: 330 feet above ground level (AGL)  
 1011 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 E Change 2, Obstruction Marking and Lighting, a man-dual system - Chapters 4.8(M-Dual), 8.12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
- Within 5 days after the construction reaches its greatest height (7460-2, Part II)

This determination expires on 06/20/2009 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

**NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.**

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6558. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2007-ASW-11491-0B.

I-2012-201216 Book 0881 Pg: 847  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 66.00 Doc: \$ 0.00  
Diana Curtis - McPherson County Clerk  
State of Oklahoma

Signature Control No: 551724-161866667  
LaDonna James  
Technician

(DNE)

Attachment(s)  
Frequency Data  
Map(s)

7460-2 Attached

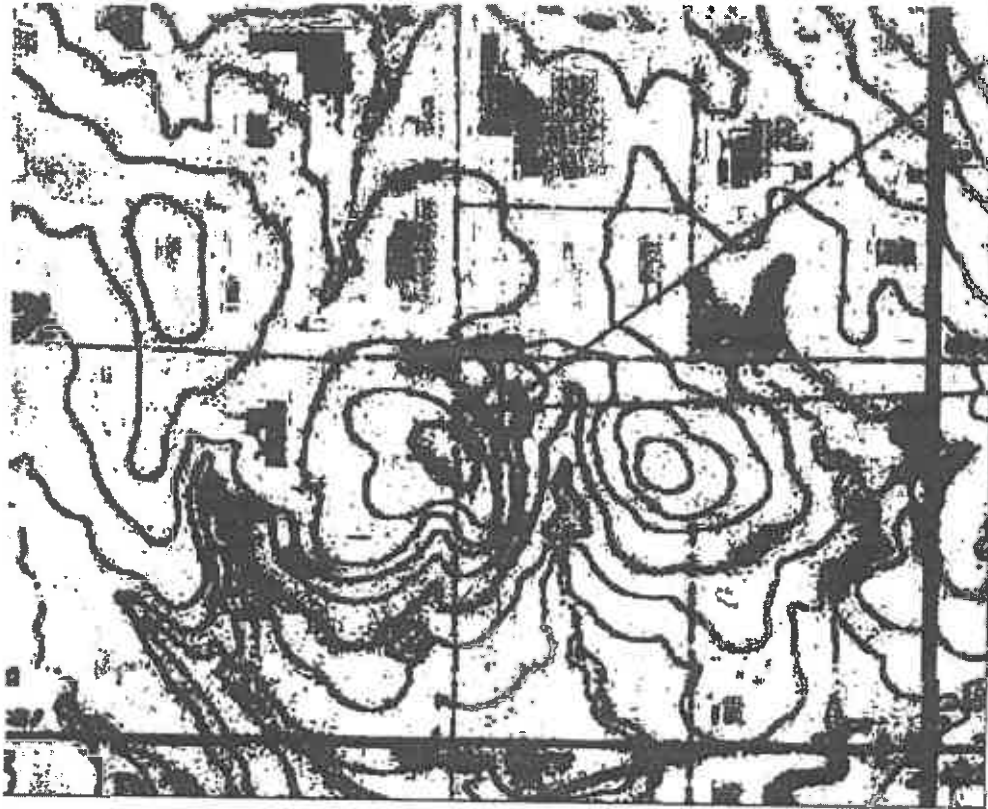
Frequency Data for ASN 2807-ASW-11491-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

I-2012-201218 Book 0891 Pg: 848  
 01/08/2012 11:21 am Pg 0824-0860  
 Fee: \$ 65.00 Doc: \$ 0.00  
 Diana Curtis - McIntosh County Clerk  
 State of Oklahoma



Verified Map for ASN 2007-ASW-11491-OE



1-2012-201218 Book 0801 Pg: 848  
01/08/2012 11:21 am Pg 0824-0850  
Fee: \$ 65.00 Doc: \$ 0.00  
Clara Curts - McIntosh County Clerk  
State of Oklahoma



UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
ANTENNA STRUCTURE REGISTRATION



OWNER: EVERGREEN TOWERS, LLC

FCC Registration Number (SRN): 0011492124

<b>ATTN: CURTIS BRANCH EVERGREEN TOWERS, LLC 13704 SOUTH 18TH PLACE BIXBY, OK 73750</b>	<b>Antenna Structure Registration Number</b>  1261192
	<b>Issue Date</b>  12-21-2007
<b>Location of Antenna Structure</b> Vivian site Vivian, OK	<b>Ground Elevation (ASBL)</b> 207.5 meters
	<b>Overall Height Above Ground (AGL)</b> 102.5 meters
<b>Latitude</b> 35-17-45.7 N	<b>Longitude</b> 095-43-27.0 W
<b>Overall Height Above Mean Sea Level (AMSL)</b> 300.0 meters	
<b>Painting and Lighting Requirements</b> FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 707460-1K	
<b>Conditions:</b>	
1-2012-201218 Book 0891 Pg: 850 01/08/2012 11:21 am Pg 0824-0850 Fee: \$ 05.00 Doc: \$ 0.00 Dana Curtis - McIntosh County Clerk State of Oklahoma	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT.** Please file POC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all leased locations and premises cited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reviews for important information about the Commission's Antenna Structure Registration rules.