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 \$0.00

Real Estate agreement

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 \$0.00

agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.

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 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.



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 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.



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
 - Joint Tenancy Deed from Silver Ranch, LLC to Purchaser with contractual obligations under a a. Real Estate agreement.
 - Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender b. 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 from 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.



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 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.



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 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.



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



SCHEDULE 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 filedin 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 Groung 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 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.



Exceptions #11

CIR.

Okla. WPA F-320,

EASIMENT FOR WATER WELLS.

THIS AGRESHET MADE AND ENTERED INTO by and between G.J. Fuller, hereinafter called the fire party, and the Extension Service Department of the Oklahoma A. and H. College, hereignfrer colled 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, it's successors, agents, asocetates, or asolgus, an essenant on and to the following described land, located in McDatosh County, Oklahoma, described by metes and bounds as follows, to-cit: Southwest quarter of the southwest quarter of Section & Township & North, Range 15 heat, 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 dapth party of second part desires. First party further greats to the escond party, and to any maniel-

pality or brunch of the County, State, or Federal Dovernment, for the use of the public, the righ 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 idministration of Oklohoma assist the First Perty and any municipality or branch of the gounty, 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 Fedoral Covernment, 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 it's 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 ensement shall extend and be binding on the first party, his heirs and assigns, until such time as the sec cad party, or it's successors in office, deam by an order of it's governing body, the assessity of the general public for the use of the well or wells had 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 abundonment of the use of said hereinbefore described property, by the second party for the uses and purposes berein set forth, or the failure of the ester supply in said well or wells caused by natural causes, this easement to end and said proper ty to revert to the first party, his heirs or essigns, otherwise to remain in full force and effeet. In witness whereof we have hereunto set our hands this 16 day of Sept. 1935.

G.J. Fuller, First Party Justin T. Pyle, Second Party, Supervisor 2-1755, State of Orlahoms, MoIntonh County. 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 the he executed same of his con free will and accord for the uses and purposes therein set forth. Fitness my hand and official seal this lath day of Sept., 1956.

my commission expires: 11/83/37 (SEAL).

J.R. Doss, Motory Public.

99565 - Filed for record September 15, 1935 at 4:00 P.M. R.C. Smith, County Clerk, Returned to Justin T. Pyle, Eurapia, Oklahoma.

662

BASTATENT

miss No. 8-W.O. 431

The Grayson J. Fuller,	-		No. 85 50
49000-00-000000000000000000000000000000	The second secon	Same Same and the	
of MaTricoh			4
of McIntosh Comity, Same of Che and No/100	Oklahoma, for and	a consideration of the sum of	к
and other good, validable and sufficient consideration pull bargained, sold and conveyed unto the said State of Oile	The state of the same of	And the second second second second second second second	DOLLARS (s. 1.0
under the following described lots or parcels of had, lying atrip, place or parcel of land lying founty, Orlencom, Sata remaid	e that being signified in	I BATTOL OF	earn animals of school by
under the following described lots or parcels of hand, lying territy, pieces or parcel of land lying tourty, Orlahoma, Said parcel of land loungides of its center line. Said parcel of land ollows: Beginning at a point on the fithes Se corner of said Section 4, St hence N 57° 35° E, a distance of SeS. pproximately 237 feet East of the Yes. C. No. 431. Containing 0.89 acres, 1	in the SW1 SM being a Right of land being West line of a ation 1524;32. 6 feet to a po t line of said more or less.	d of Section 4, 7 9 1 - of May 100 fact in further described by ald SM; SM; approximate of State Highway State on the North Line Section 4, Station 1	Costy, Obblone, F, R 15 E, in No. Width, 56 feet on said center line sately 1016 feet l nvey V.C. No. 45: of said swi smi 628#18 of said s
•			
4	* * * .		
The consideration hards covers any and all kinds are the construction and maintenance of a highway over, acro This exempes is granted for the maintenance.	and the second of the second		
This exament is granted for the sole purpose of anal construct, heald and at all times instability apublic rand that its officers, agents, contractors and employees to always I he consideration of the construction of an improved hi other advertising devices within 150 feet of the center in agents, and amployees, may enter upon and remove therefore the presented by placed upon said premises, within add 150 feet. Said granter	ne of said highway from uny sign, hill has a of the conter line of	use further agrees that the State and or other advertising decion	lightway Commission, for of which now exist or which
Said grantor hereby coverant R and warrant		of the date C. a	
the owner	mle atom of	or the nervery of dress breatest	no 1s
1	miner that the word at	t free of all firms and claims what	secret, except None
	Marine Ma		
The state of the s	***************************************	í	
and that	berein named line of	tiel binamen	
We, the undersigned owners hereby designate and appears agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor	berein named line of	tiel binamen	
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	tiel binamen	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor, herein a	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor	berein named line of	aid highway,	17th
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor. herein is the grantor. herein is they are of Oklahoma.	for the second line of the secon	and highway.	
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor. herein i Of May County of Ma Intomb Before me, the undersigned Notary Public in and for the	determination of the second se	and highway.	
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor	determination of the second se	and highway.	
as agent to execute the claim and receive the compensation I IN WITNESS WHEREOF, the grantor. herein i Of May County of Ma Intomb Before me, the undersigned Notary Public in and for the	determination of the second se	and highway.	
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor. herein is they of May and the compensation of May before the compensation of May before the compensation of Ma Internal County o	becels ranged line of a second line of a	God. Huller	
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor	becels ranged line of a second line of a	God. Huller	
as agent to execute the claim and receive the compensation In WITNESS WHEREOF, the grantor. herein is the of Chiahoma, Description of Malintonia. Before me, the undersigned Notary Public in and for the 1957. personally appeared. Graveon J. Rulling of the 1957.	State and County afo	Ced. Huller. Ce	May be stated the state
as agent to execute the claim and receive the compensation IN WITNESS WHEREOF, the grantor. herein is they of Majorian. State of Oliahoma. County of Majorian. Before me, the undersigned Notary Public in and for the second personally appeared. Grayson F. Full in the second personally appeared.	Seate and County afor	Ced. Huller. Ce	
as agent to execute the claim and receive the compensation IN WITNESS WHEREOF, the grantor. herein is they of Majorian. State of Oliahoma. County of Majorian. Before me, the undersigned Notary Public in and for the second personally appeared. Grayson F. Full in the second personally appeared.	Seate and County afor	centil, on this 176h day of the to be the identical person.	May be stated the state
as agent to execute the claim and receive the compensation IN WITNESS WHEREOF, the grantor. herein is the grantor. herein is the grantor of May 19. 37. State of Oddahoma, County of MaIntonah. Before me, the undersigned Notary Public in and for the personality appeared. Graveon is full. Graveon is full force and voluntary act and deed for the Witness my hand and seal the day and year last above to	State and County afe Lare 10 me icon 10	Ced. Huller. Ce	May be stated the state
as agent to execute the claim and receive the compensation IN WITNESS WHEREOF, the grantor. herein is they of Majorian. State of Oliahoma. County of Majorian. Before me, the undersigned Notary Public in and for the second personally appeared. Grayson F. Full in the second personally appeared.	Seate and County afor last seat and county afor last seat and county afor last seat and seat seat seat seat seat seat seat seat	conid, on this 176h day of the identical person ladged to me that his artis set forth.	May be stated the state

#12

Note: All Man Sy There Seconds	
That Grayson J. Tuller	Xe. 63
	The state of the s
a l'olnsorb	
County, Sate of Ohlshoms, for and in consideration of the	te sun de
The and NOVICE	
and other good, calcuste and sufficient counteration paid by the Sease of Chishoma, the receipt of harpafred, sold and conveyed unto the mid State of Chishoma, a season of Chishoma.	which is benchy acknowledged, he is this day
and a feetberren emission tracky tracky tracky	of all damages and building of fences, over and
tanks the following described joss or pareis of land, bring and being should in MoIntonh	County, Oklahoma, to wit-
asks the following described joys or parents of land, play and being shared in McIntosh A strip, place or parent of land lying in the Ng Swg of Sectionary, dictahens. Said parent of land being a Right-of-Way M side of its center line. Said parent of land being further de follows: Berinning at a point on the South line of said Ng Sy 35° B it distance of Stid Section 4, station 1628*18 of State Right 1858 feet that of the West line of said Section 4, station 164 Containing 3.32 acres, more or less.	on 4, T 9 N, R 15 E, in Mointosh of feet in width, 50 feet on eith secribed by said center line as %, approximately 237 feet East on the control of the cont
The small and a s	
The consideration herein covers may and all kinds and character of damages or injury that may the construction and maintenance of a highway over, across, or along the above described real until This examplest is expended by the other sections.	y be mutained directly or indirectly by season of
This examinst is granted for the sole purpose of easiling the State of Otlahoma, its officers, construct, build and as all bines maintains a public read shrough, along and over the property herein its officers, agencs, contraction and employees to always here and sond open for the use of the public read between the construction of an improved highway the greater house for the use of the public read open for the construction of an improved highway the greater hand of the construction of an improved highway the greater hand of the construction of the constru	agents, contractors and cophyses to go upon, described and enable the State of Okiahama,
In transference of the construction of an improved highway the granter berta agrees to prohit other adventions devices wishin 170 feer of the conner line of said highway. And intuite rapress agents, and employens, may enter upon and remove thereform any sign, bill boards or other adventions, the placed upon and premises, within said 150 feet of the camer line of said highway. Said transfer.	ines, bill boards or that the State Migraciay Commission, in officers, rising Torices which row cate or which may
that at the time of the delivery of	f these presents. NO 10
the connectment of the above described premises in fee simple, that the same are free of all liens a	nd claims whatsoever, except. None
: 4	kalabord garat iskal ay kalabanapa kalabangan kalabang di salabanapang ah alba papula ahabanap vasikalapa vasi
and than the first he this secretary to the first her the	
and then will so long as this eastern is in full force and effect defend the same every person whotmoever claiming the same. We, the undersigned content hereby designate and appelies. as against to emplate the claim and receive the compensation herein named line of said highway. IN WITTERS WHEREOF, the geanter. herein named half hereunto see. his of the content	hand and scal this the 172h day
	L. Ruller
N The state of the	
*	

30000000000000000000000000000000000000	
The state of the s	
· · · · · · · · · · · · · · · · · · ·	W
State of Ohludens	
	·
County of Liellateah	
Sefert the thickendment Manage Balting to and the	
Sefore use, the undersigned Notary Public in and for the State and County aforesaid, on this to 57, personally appeared. Grayson J. Puller	Charles of the Control of the Contro
and foregoing hermans	he
Winter my hand aid coal the clay and year last about written.	he executed the same to
	W. Hand.
dy consistent experience and the second seco	Notary Public
200 - Filed for record June 26, 1987 at 8:00 A.H. R.C. Smith surned to State Highery Commission, Okiahoma City, Okiahoma.	, County Clerk.
***	Ber.

No. Sh.

of No Intoch County, State of C	Nelshama, for and in consideration of the sum of
bargained, sold and conveyed unto the said State of Oklahon	y use course or thinknown, the receipt of which in hearby acknowledged, hall this na, a perpetual examinest across, including all danages and building of fences, over
under the following described for an named of hard have	across account as consider and building of fences over
2 a distance of 2005.8 rest, thence	an a perpetual classes; acros, including all danages and building of fener, over all being removed in
2 -144 Wildel 2012 OF 1083	
The second of the second	
the contraction and maintenance of a highway over, across,	character of damages or injury that may be automed directly or indirectly by reason at along the above described real mate.
This enement is granted for the sole purpose of enable	the State of Cilchana in any
its officers, agents, contractors and employees to always bee	to along and over the property herein described and employees to go up
In consideration of the conseruction of an improved high	or along the above described real country. If the State of Ohlahama, 'ts officers, agents, contractors and employees so go up th, along and over the property herein described and enable the State of Ohlaham that the granuse herein attents to the public.
agents, and employers, may enter upon and remove therefron hereafter he piscent upon and premises, within said 150 fort of	of said highway. And further agrees that the face Highway Commission, it is office in any signs bill bourds or other, solventising devices which now exist to which n
Said grantor. A hereby covenant and warrant	that at the time; of the delivery of these presents. Singu
the owner	the state of the s
Money In the state of the state	ic, that the same are free of all liens and claims whatsoever, groups
Description of the second of t	
40 40 (1 1 1 1 1 1 1	
and that	r full force and effect defend the same unto the State of Oklahoma against all at N.E. Turner, Enfants, Oklas, who samed has of said highway.
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	trull force and effect defend the same unto the Sease of Oklahoma against all as N.E. Turner, Sufania, Oklas sin samed line of said highway and haven bereumo set, the Lr
and that	e full force and effect defend the same unto the Sease of Oklahoma against all as M.S. Turn.ers. Enfantles. Oklas. Em assued line of said highway. med harm hereunto set. the fir
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	e full force and effect defend the same unto the Sease of Oklahoma against all as M.S. Turn.ers. Enfantles. Oklas. Em assued line of said highway. med harm hereunto set. the fir
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	e full force and effect defend the same unto the Sease of Oklahoma against all as M.S. Turn.ers. Rufaulta. Oklahoma against all as manual line of said highway. med harm hereunto set. The Lr
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person whomsoever claiming the same. We, the undersigned owners hereby designate and appoint as agent to execuse the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. berein name	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so bug as this easement is in every person who mover claiming the unit. We, the underlyned owners hereby designate and appoint at agent to execute the claim and receive the compensation here. IN WITNESS WHEREOF, the granter s. berein man of	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so bug as this easement is in every person who mover claiming the unit. We, the underlyned owners hereby designate and appoint at agent to execute the claim and receive the compensation here. IN WITNESS WHEREOF, the granter s. berein man of	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person who managers desiring the same. We, the underlyned owners hereby designate and appoint at agent to execute the claim and receive the compensation her in WITNESS WHEREOF, the grantor s. berein man of	a full force and effect defend the same unto the Sease of Oklahoma against all as M.E. Turner, Enfants, Octo. in named line of said highway and harm bereumo set, the Lr. hand and seal this the Lr. de
and that they will so long as this easement is in every person who manorer claiming the man. We, the underlyned owners hereby designate and appoint as agent to execute the claim and receive the compensation here in WITNESS WHEREOF, the granton as herein man of the claim and receive the compensation here in WITNESS WHEREOF, the granton as herein man of the claim and receive the compensation here in WITNESS WHEREOF, the granton as herein man of the claim and receive the compensation here in which we will be the compensation here. State of Oklahoma,	a full force and effect defend the same unto the Sease of Oklahoma against all as M.S. Turner. Enfantle. Oklahoma against all as manuel line of said highway and harm hereunto set. the tr. hand and sent this the L.C
and that they will so long as this easement is in every person who manorer claiming the same. We, the underlyned owners hereby designate and appoint as agent to execute the claim and receive the compensation here. IN WITNESS WHEREOF, the granton as herein man of the State of Oklahoma, State of Oklahoma, Gooney of the State of Oklahoma, Before son, the undersigned Notary Public in and for the State of Oklahoma.	the same and close defend the same unto the Sease of Oklahoma against all as M.S. Turner. Enfants. Oklahoma against all as manuscline of said highway and harm hereunto set. the in. hand and sent this the L.C
and that they will so long as this easement is in every person who manorer claiming the man. We, the underlyned owners hereby designate and appoint as agent to execute the claim and receive the compensation here in WITNESS WHEREOF, the granton as herein man of the claim and receive the compensation here in WITNESS WHEREOF, the granton as herein man of the claim and receive the compensation here in WITNESS WHEREOF, the granton as herein man of the claim and receive the compensation here in which we will be the compensation here. State of Oklahoma,	the same and close defend the same unto the Sease of Oklahoma against all as M.S. Turner. Enfants. Oklahoma against all as manuscline of said highway and harm hereunto set. the in. hand and sent this the L.C
and that they will so long as this easement is in every person who manorer claiming the same. We, the underlyned owners hereby designate and appoint as agent to execute the claim and receive the compensation here. IN WITNESS WHEREOF, the granton as herein man of the State of Oklahoma, State of Oklahoma, Gooney of the State of Oklahoma, Before son, the undersigned Notary Public in and for the State of Oklahoma.	the same and close defend the same unto the Sease of Oklahoma against all as M.S. Turner. Enfants. Oklahoma against all as manuscline of said highway and harm hereunto set. the in. hand and sent this the L.C
and that they will so long as this easement is in every person who manorer claiming the same. We, the underlyned owners hereby designate and appoint as agent to execute the claim and receive the compensation here. IN WITNESS WHEREOF, the granton as herein man of the State of Oklahoma, State of Oklahoma, Gooney of the State of Oklahoma, Before son, the undersigned Notary Public in and for the State of Oklahoma.	M.S. Turner. Enfants. Other in anset line of aid higher, and have become set their hard and sext this the Line and the Turner. M.B. Turner.
and that they will so long as this easement is in every person who management claiming the same. We, the underlyned owners hereby designate and appoint at agent to execute the claim and receive the compensation her in WITNESS WHEREOF, the grantor s. berein man of	M.S. Turner. Enfants. Other in anneal line of mid highway. M.S. Turner. Enfants. Other in anneal line of mid highway. M.B. Turner. State and beauty aforesaid, on this
and that they will so long as this easement is in every person who more claiming the same. We, the underlyned owners hereby designate and appoint as agent to execute the claim and receive the compensation here in WITNESS WHEREOF, the granton as herein man of 19. 355. State of Oklahoma, County of Hollands Alexandron Public in and for the 2 in personally appeared. Refore one, the undersigned Notary Public in and for the 2 in personally appeared. Make Turner and	to the known to be the idential person. The executed the reights and and accounted the reights.
and that they will so long as this easement is in every person who more claiming the same. We, the underlyned country hereby designate and appoint as agent to execute the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. herein named the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. herein named for the second	the same and close of said highway and have became set the transmission who executed the rethin to me known to be the structul person. The executed the rethin and acknowledged to me that.
and that they will so long as this easement is in every person who management claiming the same. We, the underlyned owners hereby designate and appoint at agent to execute the claim and receive the compensation her in WITNESS WHEREOF, the grantor s. berein man of	Full force and effect defend the same unto the Sease of Oklahoma against all at Mr.S. Turner. Rufaults. Oklahoma against all at Mr.S. Turner. Rufaults. Oklahoma hand have bereinto set. the tr. hand and sent this the Library and have bereinto set. the tr. hand and sent this the Library. L. Roley M.B. Turner. Same and County aforesaid, on this libits day of Sugarate to be the advisor of person who executed the reights and scinowledged to me that. Library and scinowledged to me that.
and that they will so long as this easement is in every person who more claiming the same. We, the underlyned country hereby designate and appoint as agent to execute the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. herein named the claim and receive the compensation here in WITNESS WHEREOF, the grantor s. herein named for the second	the same and close of said highway and harm hereunts set at the same unto the Sease of Oklahoma against all at the Sease of Oklahoma against all at the Sease of Oklahoma against all at the Sease and hereunts set, the same hand and sent this the Later the same and County aforesaid, on this later the same as the same and county aforesaid, on this later the same as the same as the purpose therein are forth. The Dorer

EASEMENT

Project Na. IFA 1812. Vivien, Orishesia.

The E.P. Bloo			The state of the s
of Wolntooh		A STATE OF THE STA	
	County, State of Oklahoma, for and in	consideration of the num of	
	Ope and No/100		
and other good, valuable and sufficient co honorood, and and conveyed uses the mi	unideration paid by the State of Oklah	ma, the receipt of which is burnle	DULLARS (L.1.00
harginal, and and conveyed tato the ad-	d State of Oklahoma, a perpenual vascu	ant screen including all damages as	id traiding of faces care or
mar he following described loss or para- Strip, bicos or para-ol of Intuit Granty, Orianoma, I have Reginning at the Hall a distance of 188 2 he of said 524 Hel; these mains.	th of had, bing and being channed in I mad lying in the Sai ! Said pares! of land he SB courser of caid SBH Met; thence N 570 567 2 a South clong said East	Holmtoch The of Section 6, Towns Ing further described 1 t; thance West along a distance of 221 feet line, a distance of 1	County Oliment town thin 9 No Range 15 No
ntaining 0.27 deres, more		e .	
		10 × v	
The consideration herein comme	and all trace in a sign	7/	
The consideration herein covers any a the construction and maintenance of a high This examinent is granted for the sole	way over, across, or along the above	or injury that may be sustained din	ctly or indirectly by resson of
This ensument is granted for the sole finitives, build and at all three nationals a softinest, agents, contractors and employ in consideration of the construction of her athersticing designs, this is the	purpose of enabling the State of Ohl	home, its officers, agents, contractor	La y
oncers, agents, contractors and employ	ees to always keep said road open to	the use of the million	table the State of Oklahoma,
com, and employees, rat) after upon on realiser he placed upon said pressites, with	I the center line of said highway. At remove therefrom any eign, bill bon his said 150 feet of the center line of	and further agrees that the State His ds or other adventising devices wh	n of any signs, hill boards or busy Commission, its officers, ich nos exist or which now
Said grasses hereby coverage C	and warrant & sheet on the st	-Co to	*
owner	The Late Control of the Control	or the delivery of those presents	<u> </u>
owner of the above described pre	service at the morting' apart age service plan	free of all liens and claims whataou	ver, except
	Miles Market		
	· · · · · · · · · · · · · · · · · · ·		
that he will at long as			
Will so long as	this executions in its fall community of		
between whomsoever claiming the mus-	this easerstene is in full force and effect	t defend the same, unto the State of	of Oklahoma against all and
between whomsoever claiming the mus-	this easement is in full force and effect	t defend the same, unto the State (of Oklahoma against all and
We, the understand owners hereby des We, the understand owners hereby des	grate and appoint. There are compensation become named line of a	iff hishans	of Oklahoma against all and
by graces whosesoever claiming the same. We, the understand comess hereby dos upon to essents the claim and receive the IN WITNESS WHEREOF, the granto	grate and appoint. There are compensation become named line of a	fil highway.	
We, the understand owners hereby des We, the understand owners hereby des	ignate and appoint the server compression herein named line of a herein named half hereinto	fil highway.	of Okthoras against all and
sy genute whosenever claiming the same. We, the undersigned owners hereby designed to except the content that chien and receive the IN WITNESS WHEREOF, the granto	ignate and appoint the server compression herein named line of a herein named half hereinto	and highway.	the Sta day
sy genute whosenever claiming the same. We, the undersigned owners hereby designed to except the content that chien and receive the IN WITNESS WHEREOF, the granto	ignate and appoint the server compression herein named line of a herein named half hereinto	of highway.	the Sta day
sy genute whosenever claiming the same. We, the undersigned owners hereby designed to except the content that chien and receive the IN WITNESS WHEREOF, the granto	ignate and appoint the server compression herein named line of a herein named half hereinto	and highway.	the Sta day
sy genute whosenever claiming the same. We, the undersigned owners hereby designed to except the content that chien and receive the IN WITNESS WHEREOF, the granto	ignate and appoint the server compression herein named line of a herein named half hereinto	and highway.	the Sta day
by genus whomsoever claiming the same. We, the undersigned owners hereby designed to exceed the chief and receive the WITMESS WHEREOF, the granto	ignate and appoint the server compression herein named line of a herein named half hereinto	and highway.	the Sta day
by genuin whomsoever claiming the same. We, the understand owners hereby des gent to essents the chies and receive the IN WITNESS WHEREOF, the granto AUGUST:	ignate and appoint the server compression herein named line of a herein named half hereinto	and highway.	the Sta day
by genus whomsoever claiming the same. We, the undersigned owners hereby designed to exceed the chief and receive the WITMESS WHEREOF, the granto	ignate and appoint the server compression herein named line of a herein named half hereinto	and highway.	the Sta day
by genuin whomsoever claiming the same. We, the understand owners hereby des gent to encount the chien and receive the IN WITNESS WHEREOF, the granto AUGUST:	ignate and appoint the server compensation herein named line of a herein named half hereinsto	and highway.	the Sta day
by genuin whomsoever claiming the same. We, the understand owners hereby des gent to encount the chien and receive the IN WITNESS WHEREOF, the granto AUGUST:	ignate and appoint the server compensation herein named line of a herein named half hereinsto	and highway.	the Sta day
of Chiabona.	ignate and appoint the server compensation herein named line of a herein named half hereinsto	and highway.	the Sta day
of Chiabona.	gaate and appoint. The of a compensation better named helf hereunto 19,350	and highway.	the Sta day
of Chiabona. To go Ballatosh	gaate and appoint. The of a consequence of the consequence of the of a consequence of the consequence of the of a consequence of the of a consequence of the of a consequence	his bins and seal this	the Sta day
of Chiabona. To be the undersigned owners hereby descent to encour the chien and receive the line WITNESS WHEREOF, the granto Augusti. The Chiabona. The Chiabona. The Chiabona. The Chiabona. The Chiabona.	in and for the Serie and County afor	his bins and seal this	
of Chiabona. To be the undersigned owners hereby descent to encour the chien and receive the line WITNESS WHEREOF, the granto Augusti. The Chiabona. The Chiabona. The Chiabona. The Chiabona. The Chiabona.	in and for the Serie and County afor	his bins and seal this	
of Chiabona. To be the undersigned owners hereby descent to encour the chien and receive the line WITNESS WHEREOF, the granto Augusti. The Chiabona. The Chiabona. The Chiabona. The Chiabona. The Chiabona.	in and for the Serie and County afor	his bins and seal this	
of Chiabona.	in and for the Sette and County afor	M.P. Dide	
of Cilibras. The Industrial Control of the State of Cilibras. The Cilibras.	in and for the Seate and County afor	M.P. Dieg. M.P. Dieg. M.P. Dieg. M.P. Dieg. M. Dieg.	
of Chiabona, of Chiabona, the undersigned convent hereby des gent to escent the chian and receive the line Witness WHEREOF, the granto Augusti. and Chiabona, of Chiabona, the undersigned Normy Photos and the present of the pre	in and for the Sente and County afor	M.P. Dieg. M.P. Dieg. M.P. Dieg. M.P. Dieg. M.P. Dieg. M.P. Dieg. M. D	
of Chiabona, of	in and for the Sexte and County afor	M.P. Dieg. M.P. Dieg. M.P. Dieg. M.P. Dieg. M.P. Dieg. M.P. Dieg. M. D	
of Chiabona, of Chiabona, of Chiabona, con Ments, the undersigned Normy Piblic con Manually appeared Money Piblic con Money Piblic con Money Mon	in and for the Sexte and County afor	Pa Dide him and seal this him	the executed the within
of Cilabora. The English appeared Notary Piblic persons, the undersigned corners hereby designed to encount the chien and encouve the IN WITNESS WHEREOF, the grants all grants are the English and the English appeared Notary Piblic persons, the undersigned Notary Piblic persons, the persons of the p	in and for the Seate and County afor	M.P. Dide	

ELONGOS PASEMENT DESD

party of the second part, WINNSETH:

Reservoir on Canadian River in Orlahome by the United States of America, it became manestary to reference and elter carbain power lime facilities and dightter way of Canadian Valley within the area of said reservoir to be immediated; and a Contract No. III.—No. Construct States of Livers of Line and a Contract No. III.—No. Construct States of Livers of Livers of September 1960, was entered into between Canadian Valley and the United States of Liverson providing for such refrection or alternative of said facilities and further providing, none where things, for grant of easement, by Canadian Valley to the United the of Liverson, for personal and intermittent inumbition of certain power line facilities and right-of-way of Canadian Valley, either existing, or altered as aforesaid, lying within said passwring area.

HOW THEREFORE, ENOW ALL NEW MY THESE PRESENTS:

That the Canadian Valley Electric Cooperative, a corporation organized and existing under the law of the State of Oklahova, for and in consideration of the sum of the Dollar (\$1.00) and other good and valuable consideration to it cash in hard prid by the United States of America, the receipt and sufficiency of which is solvededsed, has granted, sold and conveyed and by these presents dues yra to call, convey and deliver unto the United States of America, and its assigns, the full, or litet, released the United States of America, and its assigns, the full, or litet, released the United States of America, and its assigns, the full, or litet, released the United States of Canadian overflow permanently, all and singular the property and estate of Canadian valley within the reservoir area of the Antaula Pan and Reservoir Lying at and below 585-0 foot, usen sea level also attain, together with the right and privilege to inimisate, submerge, and overflow occasionally and interplated the maintenance of said day and reservoir, all and singular, the property and aspares of Canadian Valley within the reservoir area of the Edicale Danial State of Canadian Valley within the reservoir area of the Edicale Danial State of Canadian Valley within the reservoir area of the Edicale Danial

#16

and Reservoir, lying at and below (08.5 feet, ream son level elevation, the Modificating described portions of racing-of-ray, together with any and all related property used in connection therseith, situate in Mainton County, Oklahora, to-mic:

Totalelp 9 Routh, Rings 15 Cent Maintosh County, Oklahora

Section 16: Interving in a North-South direction elen:

Section Sr: Betending along the Ency line of the Elica.

Section 9: Extending across the NF N. scross the E of the SEAR.

Saction h: Extending along the Nest Line of the RESE. W

Together with the perpetual right of increase and egrees to go up on said property and rights-of-key from it to the an the occasion may require and remove therefore natural as arbificial attractures or obstructions which in the opinion of the representatives of the United States in charge of the Enfault Dair and Reservair, may be detrimental to the construction, operation or maintenance of said day and reservoir, reserving, however, to the granter and the easigns all such rights and privileges as may be used and enjoyed without interfering or abridging the rights, lowers, privileges and easements hereby convered to the Waits' States of States, and in all events reserving to the granter the right to grante, minute and regard power line upon, through and sevens 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 hardon from all claims for damages, of shatsoever nature, ensuating from and incident to the Leufel energies of the interest hereby occurred.

To HAVE AND TO HOLD the above described easements, mights, rowers and privileges unto the Bulted Status of America and its essigns, forever and the Ganadian Valley Mervits Cooperative; hereby warrants title to the above described land only as to parsons claiming by, through or under is.

IN WITHERS THERMOF, the Canadian Valley Derbric Ocoperative, has named this Florage Deserrent Joed to be executed with Ketive President and attested by its Active Secretary, on the day and year Mrst above written. HANGELY WILLY THEFTO CONT. TIVE

Charles Snyder

STATE OF **OKTAHOMA** GOUNTY OF

Before, me, the maderatoned, a Notary Buille in and for said County shid State, on this 17th personally appeared James N. Ballingar to me known to be the identical person who subscribed the were of the when thereof to the foregoing instrument as its President beginglander bit to me that he executed the constant like love and valuntary ort and deed and as the free and welcotter, set and use the such composition, for the uses and purewes therein rot forth.

diven union by hand and seed it office the day and year last above witten.

STATE OF OKLAHOMA COUNTY OF MCINTOSH I do hereby certify that this instrument is filed for record in my office on &

RUFUS C. HUBAN, County Clerk

NOTICE OF PENDENCY OF ACTION

Notice is hereby given that on a Complaint in Condemnation and a Declaration of Taking were filled 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-3502E-1, and MC-3502E-2, the perpetual right, power, privilege and essement occasionally to overflow, flood and submerge the land in connection with the operation and maintenance of the Eufaula Dam and Reservoir Project as authorised by the Act of Congrees 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 chabge 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 ogress 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 essement hereby acquired by the Covernment; the above estate is taken ambject to existing consessants for public reads and highways, public utilities railreads and pipalines.

#17

- (b) As to Tracts Nos. MC-34AC45-2, MC-35026-3, MC-3501E-1, MC-3502E-1, MG-300ZE-2, MG-300ZE-3, MC-3003E, MC-410ZE-1 and MC-410ZE-2, * perpetual and assignable excessent 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, out, fell and remove timber, underbrush, obstructions and other regatation, structures or obstacles within the limits of the right of ways reserving, haraver, to the owner or owners of the subsurface estate, or any interest therein, his or their heirs, administrators, executors, successors and essigns, 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 or may be used and onjoyed without interfering with or abridging the rights hereby acquired by the Government; subject, becauser, to existing casements for public roads and highways, public utili-Cies, reilrosde and pipelines.
- (a) As to Tracts Hos. HC-34404E-3, MC-3502E-4, MC-3801E-2, MC-4102E-3, and MC-4102E-4, the temporary and assignable essement and right of way for a period not to exceed 30 June 1865, 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 sequired 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 retate, or any interest therein, his or their heirs, edministrators, exceutors, excessors and accipus, all oil, gas and other minerals in and under said land, with full rights of ingress and egress, for the

202

med other mingrals which say to produced from and had, and further reserving, to the lariewers, their being, administrators, excenters, excessions, and analyse, all right, title, interest and privilege as agy be used and enjoyed without interfering with or sirricging the rights and escenant bereit sequired by the Covernment; subject, however, to existing tessesants for public roads and highways, public utilities, railroads and applicate.

TRACT NO. HC-744048-1

I DIEN MERILIAN T. 11 N., R. 14 B.

SECTION 36: All that pert of the Sistinuismi, Simistinuismi, Eistinuismi lying below elevation 607.0° N.S.L. containing 2.07 acres, more or less.

TRACT NO. 150-3MAGICE-2

EDIAN ERIDIAN T. 11 N., R. 14 E.

SECTION 36: A Right-of-May of varying widths lying along the North line of the Width for the relocation of a county read and utilities, distances on either side of a Centerline noted in perenthesis as: Example (Right 40.00° - Left 40.00°), said Centerline were particularly described as: Baginning at a point 40.00° South of the Northwest corner of said MWSWt AMO 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 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 MWSWt, said point being 40.00° South of the Northeast corner thereof, containing 2.49 Acres, more or less.

THACT NO. MC-34A04E-3

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

SECTION 36: A tract of land in the NWISW, said tract being two adjoining parcels of land for temporary use as a borrow area ami 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 adjocant to the Southerly Right-of-Way line of a relocated county road, varying in wheth from 240.00° at Survey Station 5+00 to 255.00° at Sarvey Station 5+60; containing 0.63 acre, more or less.

TRACT NO. MC-3402E-1

INDIAN EERIDIAN T. 10 H., R. 15 E.

SECTION 25: All that part of the SEtSEtHWENNE lying below elevation 602.0 M.S.L. containing 0.04 acre, more or less.

TRACT NO. MC-3502E-2

T. 10 H., R. 15 E.

SECTION 26: All that part of the Hamitingham, want inwinding lying

SECTION 27: All that part of the MEINEINEI, SINEINEINEI, SWISWISEINEI, PENNISHIEL, MISSENEINEI, MISSENEINEI, MISSENEINEI, MISSENEINEI, SISWINEINEI, SWISWISEINEI, SISWINEINEI lying below clevation 602.0° M.S.L. containing 10.27 acres, more or less.

TUCK 110。100-156年。3

DOTAN SERIDIAN T. 10 N., R. 15 E.

SECTIONS 26 and 27: A right of may lying in the Market of Section 26 and in the Market of Section 27, for the relocation of a county road and utilities, distances on either cide of a county road and utilities, distances on either cide of a county road and utilities, distances on either cide of a county for last 40.00°), said conterline more particularly described as: Beginning at a point 833.94° 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° taparing to 70.00° - Left 40.00°), 100.00°; thence continuing slong 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 60.00° taparing to 60.00° - Left 40.00°), 100.00°; thence continuing along 7° 00° curve to the right (Right 60.00° - Left 40.00°) taparing to 0.00°), 200.00°; thence continuing along said 7° 00° curve to the right (Right 60.00° - Left 40.00°) taparing to 40.00°), 200.00°; thence continuing along said 7° 00° curve to the right (Right 60.00° taparing to 40.00°), 200.00°; thence continuing along said 7° 00° curve to the right (Right 60.00° - Left 40.00°), 295.66°, EXCEPT therefrom the right of way for an existing county road, containing 2.54 acres, more or less.

TRACT NO. HC-3502E-4

Indian isetdian f. 10 n., R. 15 k.

SECTION 26: A tract of land in the Nation for use as a temporary between and other reading construction purposes, each tract more particularly described as: A strip of land 160.00° in midth and 75.00° long lying Northwest of and adjacent to the Northwesterly right of may line of a relocated county read, between Survey Station 50:75 and Survey Station 51:50, containing 0.28 acre, more or less.

- 11-

TRACT NO. MC-3801E-1

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

SECTION 9: All that part of the following described Right-of-Way lying within the WillWillWir said Right-of-Way being desoribed as a Right of Way of varying widths along the West side of said William of Section 9 and the East side of the Electric of Section 8, Township 9 North, Range 15 East for the relocation of a McIntosh County Road, distance as although of the county Road, 08° W along the West line thereof, (Right 0.00° - Left 70.00°) 126.01° to the Point of Curve of a 20 00° Curve to the Left; thence on said 20 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° taparing 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 70 00° Curve to the Right; thence on said 70 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 WinWinWt 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 treet being 300.00° East of the West line of said Williams and extending from the North line of said Williams 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 EinEthEt, Vsaid Right-of-Way being desoribed as a Right-Of-Way of varying widths along the east side of said ENEANET of Section 8, and the West side of the Windhows 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 ENEINE; thence S 000 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 EME(NE)

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, FROET therefrom the Right-of-May for an existing County Road, containing 1.06 acre

TRACT NO. MC-780ZE-2

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

SECTION 8: A Right-of-Way of varying widths along the East side of the Eight-tyfort he relocation of a McIntosh County Road, distances on either side of a Centerline noted in parenthes. as: Example (Right 0.00° - Left 40.00°), said Centerline more particularly described as: Beginning at the Southeast termer of said Eight-tile; thence N 00° 08° E along the East line thereof, (Right 0.00° - Left 52.53% 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-3802E-3

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

SECTION 8: A tract of land in the SEASEANET for use in the relocation of a county road and utilities, said tract more particularly described as: Commencing at the Southeast corner of said SEASEANET; 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 68° 08: E, 150.00:; thence Southeasterly on a straight line to the Point of Beginning, containing 0.07 acre, more or less

TRACT RO. MC. 300 E

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

SECTION 4: A right-of-way along the West side of why Swiswi Too 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 Williswick; thence N 000 08* E along the West line thereof (Right 60.00* - Left 0.00*) 849.15* EXCEPT them from the Right-of-Way for an existing County Road, containing 0.67 acre, more or less.

TRACT NO. NO. 41026-1

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

SECTION 22: All that part of the following described Right-of-Way lying within the NEISEISE; NINSEISEI; SWISEISEI; LESS AND EXCEPT a one acre square in the Southwest corner thereof, said Right-of-Way more particularly described as: A Bight-of-Way of varying width across the SiSE for the relocation of a county road and match in parenthesis as: Example (Right 50.00° _ Left 40.00°), said Centerline more particularly described 40.00°), said Centerline more particularly described.

cribed as: Beginning at a point 1008.50° North of the Southeast corner of said SiSEt and on the East line themsel; thence S 55° 35° 54° W (Right 50.00° - Left 40.00°), 249.84°; thence S 55° 35° 54° W (Right 50.00° taparing 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 caree to the 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 thence along said 8° 00° curve to the right; thence along said 80 000 curve to the right (Right 40.00' = Left 40.00'), 42.50'; thence continuing alone said 80 000 ourve to the right (Right 40.00' tagering to 42.00° - Left 40.00°), 20.00°; thence continuing along said 8° 00° curve to the right (hight 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 SWASEASEA, EXCEPT therefrom the Right-of-Way for an existing county road, containing 2.98 acres, more or less.

TRACT NO. HC-4102E-2

INDIAN HERIDIAN T. 10 N. R. 16 E.

SECTION 22: A Right-of-Way along the South line of the SEISHASE 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 is 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 80 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 SEN SEL EXCEPT therefrom the Right-of-May for an existing county road, containing 0.09 scre, more or less.

TRACT NO. MC-410ZE-3

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

SECTION 22: A tract of land in the NE SEASE 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 read, between Survey Station 16+00 and Survey Station 17400, containing 0.11 acre, more or less.

TRACT NO. 18: 41028 A

THOTAN HEADDIAN T. 10 N. R. 16 E.

SECTION 22: A tract of land in the SWiSE SECTION 22: A tract of land in the SWiSE SECTION are about a borrow area and other reachesy construction purposes, said tract more particularly described as: a strip of the Sautheasterly Right of Way line of an adjacent to county read, varying in width from 65.00° at Survey Station 31-25 to 80.00° at Survey Station 91+00.

The said action bears N.A. Q Civil on the docke.
of said Court and is entitled United States of America, plaintiff
oklahoma, and Marie L. Bergen, et al., and Unknown Owners, defendants.

UNITED STATES OF AMERICA

House of Herry

PRANK D. McSHERRY, UNITED STATES ATTORNEY

PAUL M. BREWER, ASSISTANT U. S. ATTORNEY

8859
STATE OF OKLAHOMA)
COUNTY OF MEINTOSH)
I do haroby certify that this instrument
was filed for record in my office on

4-14-61

at A orclock and S minutes Am.

Jed is duty Recorded in

REFUS C. HOSSE, County Clerk

By B. HOSSE, County Clerk

FLOWAGE RASEMENT 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:

HERREAS, in construction, operation and maintenance of Eufaula Dam and Raservoir 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 immedated; and a Contract No. Dá-3h-O66-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 arms of the Eufaula Dam and Reservoir, lying at and below 608.5 feet, mean see level elevation, the following described portions of rights-of-way,

#18

238

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

Township 9 Morth, Range 15 East

Section 6: Extending along the East section line of the

Section 5: Extending along the East section line of the

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 granton and its assigns all such rights and privileges as may be used and enjoyed without interfering or abridging the rights, powers, privileges and ensements 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 essements, 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 Occoperative, 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 Glerk'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:

Township 9 North, Range 15 East

Section 16: Extending in a North-South direction along the west line of the NWSWING.

Extending along the East line of the SEASE Section 8: Extending along the North line of the Moling and

Extending across the William, across the Wa of Section 9: the SWANG. V

Section lis Extending along the West line of the SWESKI. Extending along the North line of the Manual ...

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-ofway 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 W

Section 5: Extending along the East section line of the Sease.

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.

> CAMBITAN VALLEY ELECTRIC COOPERATIVE, INC. President

STATE OF OKLAHOMA) COUNTY of MCINTOSH

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

8-28.

o'clock and 35 minutes AM. and is duly Recorded in RUFUS C. HOBAN, County Clerk Blaimane 2 Deputy

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF SEMINOLE SS
The state of the s
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 be 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.
D Date
Notegy Public Public
My Commission Expires:
1-26-63

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 State District of Oklahome, and in an action commenced by the United States of America for the condemnation of the following described estates in and to the hereinster described lands situate in McIntosh County, Oklahoma, to-will

(a) As to Track 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 agress 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 exticting or to be erected or constructed in connection with the exercise of said mineral rights shall be subject to the prior written approved 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 way 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 sesigns, 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 seld project, provided further the type and location of any atructures 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 heire, executors, administrators, successors, and assigns, all such rights and privileges as may be used and anjoyed without interforing with or abridging the rights and ensement hereby acquired by the Government; the above estate is taken subject to existing essessors for public roads and highways, public utilities, railroads and pipelines.

#19

TRACT NO. 5704

POLAN E DEDICA FOR, R 15 E

SECTION 4:

institut, numer sutset, Northwest diagonal half of the Distinut sutset, wiswing tsukset? Northwest diagonal half of the city subsets the subsets of the subsets subset. Southwest diagonal half of the missuksetsutset, sists

The erea described asproprior 27.81 series, more or less, in McIntoch County, Oklaheda.

TRACE NO. 5704E

TOTAL PERIODER TONOR IS E

MCTICH 4:

The error describes aggregates 24.87 acres, more of less, in Helntoch County,

TAGE NO. 570611-1 6 18-2

TOTAL PERIODAL

STOTICS 4: All ther part of the schnelsut, siseluminetout, swinelumisut.

Place with the part of the schnelsut, siseluminetout, swinelumisut.

Place with the part of the schnelsut, siseluminetout, swineluminetout, swinelumineto

SECTION 9: All that part of the NEWNEWERNY lying below elevation 609.0 //

The cred described aggregates 10.05 acres, more or less, in Malaton County.

5705E-1 - 8.13 seren 5705E-2 - 1.91 seren

MEACY 20. 37062-9

DDIAN MEDINA 29 a. a 15 g

SECTION A:

All that part of the sisulandauk lying South and East of the Conterline of Calchena State Highest 9. Distributed Parking State Highest 9. Distributed Parking State Highest 9. Distributed Parking State Highest Parking Solon alevation 609.0 fact H.S.L.

the area described aggregation 3.38 acres, mora or loss, in helptoch County, Calchesta.

TUST 107. 3711

TOUR MENDING

sucretan 9: natural, separatural, Muschinson Clayeral bail? of the Birdon bail.

The arms described semicodes 95.00 comes, were at deaps in infered Comes.

DIDIAN MERIDIAN 7 9 N. R. 15 E

> SECTION 9: All that part of the Southeast diagonal haif of the Elwissenst, Windselselmet, Wishtselselmet, Musselselmet, Wishtselselmetvlying below elevation 609.0 feet M.S.L.

The eras described aggregates 5,26 seras, more or less, in McIntosh County,

That said action bears No. 5/5 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, Civil and is entitled

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

ATTORNEY FOR PLAINTIFF, UNITED STATES OF AMERICA

STATE OF OHLAHOMA)
COUNTY OF MICHTOSHI a do hereby earlily that this instrument was filed for record in my office on 10-62

1

D'clock and 5 minutes Lu nd is duly Recorded in RUFUS C. HOGAN, County Clerk

SPECIALIZATION AGREEMENT

THIS ACRESIEST, made thin day of Alexander, 1962 tetween CARADIAN VALLEY PLECIFIC COOFFICATIVE, I.C., hereinafter called party of the first part, and the UNITED STATES OF AMERICA, party of the second part, UNITEDERIFE:

Dan and Reservoir on the Canadian Piver; by the Phited States of America, it became necessary to relocate and after 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 Po. DA-94-666-GIVERG-63-9, dated the 25th day of July, 1962, was entered into between the party of the first part and the United States of America, providing for such relocation 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 oforesaid, 1-sing within said reservoir area.

MAN THEPSECES, HARM ALL TON HE CHEST EPROPERS:

That the Consider Talley Magiric Cooperative, Inc., a corporation organized and existing under the Live of the Ciate of Calabora, for and in consideration of the run of the Foller (Th.OO) and other good and valuable consideration to it, each in home raid by the Chited States of America, the receipt and sufficiency of which is acknowledged, agrees to and does hereby subordinate its rights to the extent that it prants and relinquishes unto the United States of America and its assigns a respectful right, power, privilege and authority to flood, immulate and overflow paramently at and below 555.00 feat, mean sea level clovation, 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 reintenance of the Eufeula Dan and Enservoir Project the following described portions of rights—of—way and other property including familities located therein and appartenances thereunto belonging, situated in Kaintosh Sounty, State of Chianara, to—wit:

#21

Township 10 Earth, Range 16 Wast

Sections 27 and 34: Extending along the Wast-Meet section line between the Electric Co. of feet of the South 210.00 feet of the Meet 410.00 feet of the South 210.00 feet of Section 27 and the Electric Co. of Section 34.

Sections 33 and 34: Extending along the North-South section line between the North North South section 33 and the

Section 31: Extending in a Morth-South direction clong the further section line between the SMSM and the UNICE of said section.

Townships 10 and 9 North, Range 16 East

Sections 31, 32, 33 and 6, 5, 4;

Extending along the East-Test section line between the JE 151 36, 565 of Section 21, the CT 37, 565 of Section 32, all in Jeometry 10 Forth, Range 16 Fest, AFT the FF 17, 565 of Section 37 the FF 18, 567 Section 37 the FF 18, 567 Section 37 the FF 18, 567 Section 37 the Section 4, all in Township 9 Forth, Senge 16 Fast,

Township 9 Morth, Range 16 Fest

Rection 4: < Extending along the West line of the Months!

Section 16: Extending in a Corthoget-Southwest direction across L*

Section 9: Extending plans the South line of the splantsplant

Section 11: Sztending along the South line of the SELSEY.

Section 12: V Segments across the Mark V

Township 9 Morth, Rengo 15 Past

Section 11: V Extending along the West line of the Suice V

Section 14: Extending along the Past line of the CENTRAL

Section 15: Extending along the North line of the Billion,

Eastion 10: Catending alone the Ment line of the Marking W

Section 3: Sections 5, 6, 17 and 4, 6, 16:

Secretis extending along and across the North-South Cootion line Letween Sections 5, 5, 17 and Sections 4, 9, 16,

Section 9: Across Section

Section 16: / Across Notice V

Section 21.7
Section 22:
Section 18:

Along the East line of the English Across the Nile, New Co.

Along the lest line of the Sale and Across the Nile, New Co.

Along the Lest line of the Sale and Across the Nile, New Co.

Section 19: Along the Vest like of the Marcus the ESS20.

Section 30: East-lest direction scross the Still.

2

Tounship 9 Forth, Range 14 East

Section 25: " Along and derose the Rant line of the Indeed

Section 26 and 27: Along the Conta-South Section Pine between the SE of Section 25 and the SE of Section 27.

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

is a part and percel of the care consideration, the party of the first part hereby releases and holds hereless the United States of America from all claims for damages, of whotsoever nature, evenating from and incident to the lawful exercise of the right to "Icon the above-less bed esservents and rights-of-way and facilities located thereon.

IN TIMES :HELEOF, the Cancillan Valley Electric Coorerctive, Inc. has occused this Subordination Agreement to be executed by its <u>President</u> E.E. President and Attested by its <u>President</u> Cecretary, on the day and year first above written.

MANAGEM VALLEY PLECTAGE COOPERATUE, INC.

Ent frette provident

aribera La Laga

recrustry.

3222
STATE OF OKLAHOMA)
SCOUNTY of McINTOSH
I do hereby certify that this instrument
was filed for record in my office on

ut 2 orciock and 45 minutes 41.

Uning is duty Recorded in.

On Page 57

RUFUS C. HODAN, County Clark

By Blacen Acc. Deputy

60

ACKOULTIGUEST

COUNTY OF Seminale 355

State, on this day or december, 1962, personally appeared for the identical person who subscribed the name of the caker thereof to the foregoing instrument as its free and voluntary set and deed and as the free and voluntary not 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.

dentision Expires:

430

between METROSH COUNTY, NATURE OF GREATURE, hereinsfler called the County, party of the first part, and the United Streets of Street, and the Copyond Part, MINISTERS:

#21

THAT, MCMANAS, in construction, operation and cointenance of the Enfaula Dam and Securior Project in McIntosh County, Skietona, it will be necessary that these partiess of cortain public roses within cald County, as hereinafter described, be inundated, submarged and overflowed personantly and intermittently, and

partial relocation and remrangement of public rando according to the plan in contract the Da-Ja-Jia-Civila-60-14 is necessary and as a result thereof, a flower examint must be granted to the United States of Series granting the right to immiste, subscree, and overflow parameterly and intermittently those particles of made hereinafter described; and

Chahona State Highest Commission by Resolution, dated 4 April 1960, dely record and adopted pursuant to Scotions 406 and 407, Title 59, Chishosa Statuton of 1961.

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

A. Foreir State Highenry and "xisting or Altered County Posds Including Fortions Thereof Incorporated Into "closested County Posds or Pelosated Chate Higher and Across the Following Comprised Lands:

almîsah kemiy

Clouding at and Selow Revotion 676.50 3.8.1.

foundity of britis, same 14 Sart

COTTON 21. STE V

Constitue see sking!

Reguling At and Selow Revetion 631.0" me.l.

Commente : North, 12700 13 Cast

- 300000 1St 348 + 1

SECTION 13: SHOWLER, STORES

STOTICS 14: OF THE

ECTOD OF HE J

ASCHION 248 Loto 3 and h

Rooding At and Pelon Bayatton 626. N c. s. i.

Rougeblu & Horth, Lings 14 Lest

PROTTON SI HEARTS !

- MENTON & HARLES

Blooding it and Rolov Mevation 520,90 m.s.l.

counsing Forth, lance 15 ant

PROGRESS BUILD V

Section of Bigging ↑

Tomship y forth, lappe to ant

/200105 301 3345€ V

/Seiter the signal /

Ploading at and indow Sevation 615.00 n.g.l.

Township 11 Horth, Hanko 15 Just

WORTCH 151 TO 13

regress 16, misself

V SHIPS VIEWOREN

SECTION 324 WITH W

```
Flooding At and Below Elevation 613.0' m. al.
       Montanip II North, can a 14 act
             V Decreon 27: Ind. of mit. sport V
      Rooding at and Below Mounting 610, 25 West.
      Lownship II North, Rengo 15 and
              PERMITON 23: Alshop
              THE TION 26: THE PARTY SOLD V
     Township 9 torth, ergs 15 cost
             (1860) 196 196 (17) 30 (17) 30 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31 (17) 31
     Ploading at and Below Education 610.11 a.e.1.
     Township 7 North R ngo 15 Rest
             Section & Along the Best line of Blatches V
          V TETTO 1 9: Along the lest line of Walker V
          Various les Along the North line of white and V
        V STRING My slong the last line of his mile / v
   Placeding At and Below Meyation 610.00 m.s.l.
   America 11 borth, tours 14 fact
       v botolek misled, skeled.
  Mondian At and Below Floration 609.51 m. s.l.
  Seventin & borth. Tunce 15 and
         COLICE 27: While -
         ARCTON TO SHIP!
         PERCEPTION 351 SHAPPARE -
 Floading At And Below Elevation 609.41 n.s.i.
 icenstin & Horth, Range 15 tast
      f MANDE 41 Hong the West line of Wholewish
       FORTHER St Along the fact line of Deployer V
         THE BUT Along the Best line of BELLEN W.
        VESTION 90 Along the west line of William W
"Reeding at and Selen Tevation 600.1" 2.2.1.
Township 9 torth, hange 15 test
       V SECTION St Along the East lineary Elektrical and Bischmids V
        SECTION OF Along the Vant lines of why sales and whether the
```

Plooding At and Below Elevation 600.50 0.8.7.

```
Township 9 Kurth, Robes 14 Fagt
                                    Section 14: 19
                                             STOTICH 13: B
                                           SECTION 24:
                                                                                                                                                   THE STORE
                                          SECTION 25: 8181
                                           SECULOW SQ1
                                                                                                                                                  signal.
                                           TOTALOR NO. 19 HE
Township 9 lerth, Janea 15 apt
                        A STORY OF THE STATE
                                       ACTION 40
                                         SECTION 51 DESIGNA
                              OF 15 KOLLDE
                                THEREIT 9: Entire testion 9.
                          SECTION 11: 1945 States, while the states of the same 
                / 22/73/20 14: 時時間時期後,時期時期時期時期時,時期時期時期後,即時期時期後,
時期後四時間時期後,即時間長期時期,對極度期後的後
                       COTION 150 Special control or and solution of the control of the c
                                                                                                                                    ning, ministed, viministed, vinicularly, significant, significant, original and second second
             CHIEF 16:
                              3 M 101 121
                                                                                                                                    时期情况, 可要知此 p/
                          THION 181
                     TENTER 19: Nice, many
                                                                                                                                  Manual, which we would be a subject to the subject of the subject 
         V = 17 (0) 20 (
                                                                                                                                  mind, window, sinducine, scinducizal, chadrated,
mindrated, mindrated, mindrated
                       CV5709 22: Whitehed, planted, cluster, inducation
                       TENTOR 23: Walter, Waster, Walter, Williams VV
    symbolicist, formicist, special, special, special,
    9-57108 20: 1 1/
```

```
Plooding At and Below Plevation 600.5* m.e.l.
   Tougship 9 with Paper 15 191-
       CENTED WHITE
     2000 30 AME V
     V SCTION 34: In untilest direction a planta de la
  Township 10 Sorth, Lange 15 East
    werter n World 3, War lot a V
  Township II korth, Kango 15 Cast
   William 32: Along the South line Spicion
  Planding at and Welow Devotion 607.80 m.p.l.
  formidite II. Borth, isome la Prot
  / SECTION 34: 015/0151
    VICTOR 25 HOLD HELDER V
  TOTAL SE STANDING
   V SECTION TO MENTINE V V
 Flooding At and Flow Tevation 507.50 ".n.l.
 invasias y Jones, por la Lit.
    CONTION 21) PHONE OF BUILDING V
   Viscous des Madades, visable de V
Planding At and Selow Investion 607.40 massle
Jumphin 11 Sorth, Rance 16 Lant
  / progress 36, similaring, sometimes, and administration of the control of
Theoring At and Pelov Lovation 607,11 3,511.
Township 10 North . Large 17 Wast.
  PROTON IN THERES V
  / RECOTON SI SEESEN / /
  / THE METERS OF SECURITY VV
  STORICE OF HUMANIAN
Lipodine of and relow Tevation 67,00 3,01.
Younghin 7 Borth, Pance 16 Past
  / <u>200709-171</u> 計画は V V
" SECTION 137 SELECTION VV
  / STOTION 19: Riving, which we will be
 V TOTTON 20: Lot 4 V
```

```
Township 10 Porth, Janes 15 Past
             SECUTION 7: THE NEW YORK
             TOTAL STATE OF V
         Locating at and Dalaw Develian 505, 50 m, s, 1,
         Teynshin ? Merth. Renge 16 Bast
             ECTION 16: SELECTION
        Placeting 44 and Below Moration 606,40 m.s.l.
        formship 10 North, Lange 15 'aut
             THE TION 10: SECSE AND ME WELSE V
             waroute oderline, included -
        Floodies At and Bolgs Slevetion (65.00 belole
        Rowsold in 10 North, Barryo 18 Sagt
            SPECTION 1: Charges
            型50000 120 股份的证
        Dorsting it and below Leveling for 50 5abile
        Associate 13 North, Respect to Fact
            SECTION 15: Serious V
            PERTON 251 PARTE V
X
            SKITTON 25: SISSORIUM
            SECTION OF MENTINGERS, STREET STREET, STREET, STREET, STREET, STREET,
       Teunphio II Parti, Dense II fost
            SECTION IO: With lot h
           SUFFICIN 101 IN INC.
           500 VON 301 1914 Lot 15 VV
           SCTION H: Millio Lot 1, Black Lot 1, while Lot 1, well Lot 2 w
       Booting At and Balow Devatton 605.4 . B. S. l.
       itemphis 10 karth. E ngo 14 Kast
           Stories 1: W. Lots 1 and 2. When V
           GROTTON 2: 100 MM. SELECT
           SECTION 12: History V
      Tomoshin 11 North. Range 14 Fant
           Marion 36, 1)1/8)
```

Flooding At and Below Elevation 607.0" m.m.l. (Cont.)

Flooding At and Below Floyation 605,40 m.s.l. (Contd) Township Il North, Tours 15 Tagt METION II SHOWNING SHOWNING SHOWNING 107101 32: Sasakinasi, watanini, njember v V Rooding at and Below Reveation 605, 10 2,9,2, Tomblin II lorth, Paper 14 Sant SECTION 132 SISISISME V V COTON CO. WHILLIAM Plooding at and below theysting 505, 21 months Tommitte 10 North, Lenge 14 Past STATION IN MAN SALE P. Placeding it and Below Townston (84.01 0.8.1. instable 10 Corth, a tree 15 rast SMARKE St. SHARMED V. loughio 10 Borth, Range 16 Sept morios 19: West Lot & in a North-Louth direction " Person 22: State of V SECTION 27: SHESHALL Icanahio il North, Sange 19 lest DEFENDED DESPERABLE OF THE PARTY OF THE PART Reading At and below Revestion School Ber. 1. foundin 12 forth, fame 15 ast CONTON 15: CHECK SCHOOL SOL LANDER V Piscilna At and Below Alexation 604,70 -. Townshito 11 Morth, Hinge 15 Fast SECTION 12: Sheeked V ESCUROS 13: Whitehand V loughip 11 Borth, Sance le Sant ACTION 25 SATELLAND TENTON THE MANAGEMENT

```
Flooding at and Below Flevation 654.6* m.s.l.
  Iounahio 16 Lorid, apea 15 1 st.
      DICTION NAME OF STREET
      PERTION 15: BEST V
  aparable 10 borth, Long 10 Yang
      METTON 11, STEERS, BURSON /
  "Looding it and Balos Levelien 600,50 par. 1.
  Contable 10 Cortle, Lance M. Land
      SECTION 70 LINES /
      ESTION OF WARM V V
 Too ling at and below levation for 20 a.u.l.
 Tomphin II Sorth, Songe 15 Wagi.
     POSTOR II: S'ANGON, ONLEANED !!
     SECTION 14: BIREFORD, BARRIER / V
 Flooding At and Below Elevation 604.0* m.c.l.
 Township 10 North, cance 16 agt
     到的现在分词是是一个
     医红斑样 74 机油油
Mooding at and Below Riesection 603, 80 8, 8, 1,
Tought 12 Porth, James 15 Fast
    SECTION 25: SERVER OF VV
    DEFINATION TO: MARTINE V
Beating at and Soles Devotion 60%, 42 1,57,1.
To orbin 10 forth, Lance 17 last
    383708 15: SM:SM V
    SCHOOL SON THE PROPERTY.
Placeting at and below levelien 600, 1 3,551,
immshin 10 Rostle, Lance 15 cast
    TOTION 61. HE STEEL V
   SCOTOL 7: Planta /
```

```
Flooding at and Below Elevation 503.2' M.s.l.
```

Immshin 10 Borth, Banco 17 Cast

TODIOS 15, SHOEL, MISHISH /

FOTTON 181 Late II, 7 Late 5 V

1 1 103 m; 18 Lot 1 /

SECREON 221 WHICHIE

Leging at and polar Plevation Sonor Boat.

morphis 10 lords, thee 15 age

Iounanio 10 forth, Same 15 Feat

SCHOOL OF PHOSE V V

formula 11 cords. I neo 14 'and

COTTON 72 TOT 4

Toumship 11 North, Rarge 15 Mast

SECTION TO WISH V

DEEDLE No De Des

Flooding At and Below Elevation 602.6" m.c.l.

Comphie 9 Samas Sugar 15 199

STATUTE IN STATE OF

COTES 11: Simplestra, colorinal relacions

व्यवस्थातम् । अन्तर्भवस्थातम् । अन्यवस्थातम् । अन्यवस्थातम् । अन्यवस्थातम् ।

im pehin 10 lbrth, 9; mre 15 mit

CHIOLINE DESIRER DESIRER

SCHOOL 12: Wathford, Wadanian V

Remolded to Bordly, course 17 Torin

SECTION 20 : MELSEL

STRONGE IT.

Flooding At and Selos Clavation 602.76 m.s.l.

Township 10 North, Lange 17 Hat.

SECTION 17: SHIPS

DOTON 101 BERLY

Flooding At and Below Elevation 602,64 m.s.l.

Township 10 borth, lange 17 agt.

SECTION 15: SECOND

SUCTION 22: INCHES

isodias it and lates levation top to medita

To this 11 North, Bungo 14 East

CTION as along the Earth line of Many

TORION AS NINE

Journal of H. Berth. Cange 19 Jost

SEMPON 11: UNIVERSEL, SASSIE, SASSIE, PARTIE, PARTIES, PRINTER, P. SASSIE, SASSIES, SASSIES, SASSIES, SASSIES,

Server 14 St., Scient, Descript, Balarias, Distant.

ANTICE 15: Ministration, Mandraton, assertant, special, special, special,

LSHES SE RELEGIE

THE ST ME STONE WE'V

MORNING She With William V

Tourishing 17 Forth, Same 16 Jant

\$127500 7723 BESSELV

Plooding At and Color Tlevation 602,00 megal.

Lambidio II Borth, Tongo)4 Post

SCHOOL 20 Lot 1, lot 2, St Lot 3, St lot 4, Sim PV

morton 31 by lot 1. olah, which lot 1. the tot?, lot t, which are

· DECEMBER 1984 Not 2, Select, West, Will Lat be Select LV

SCC001 50 8 50 V

Tounghin 11 Forth, 9 test 15 Test

ENDER 31 Shi tot 3, relation, managed

secretary experient, reduced, similar for a, sign for a, set for a,

BETTER 5: Shim tot 1, and lot 1, 30 let 4, salest, salest s'

merce 6. special, special V

DECOROR OF DEPOSIT

CONOR TO INCIDE, Lot I V

MATTER Late Late Hand

(2007)00 Xi 时间 时间 **

ECTION 32: Saland, oftendand to

```
Plooding it and below Elevation 602,00 man, (Comed)
```

formship 11 Corth. Cogo 16 Lapt

STOTICS 25: Electric Lot 2 V

Tomable 12 Borth, Rayee 14 bart

MIGRICAL 2: SASSA

NOTION 11: White !

SATION IN SELECTION, SACRASSIC, NAME, SALV

ARCTION 22: ministr, selectiveless V

FACILICH 27: E SEELING

5000000 20 時,對於學,於學學學人

DOTOS 14: Halsaksak, aksalsak, aksalsaksak

Person Stories at a garden

DECTION VO. Uprature /

Tem him 17 North, Range 15 last

INCITION 10: Lot 1, Lot 2, 11 Lot 3, 115 Lot 3, 15 minute. Indeed

morros so, vindos, nession, newton, vindos,

COTTON 21 SWISH, MARKSHIP

22000 23 statatat, Hatatatat

SECTION 27: WHISHERD, WHISHER Y

COMPLETE WINE, INCOME.

Monday at and Below Revertion 501.91 0.0.1.

Countitie (1 Karth, Large 19 act

"COTO" 3: 2) Lot 2, 2 lot 3 V

ignation 12 thribe two 15 best

ACTOR ALL MARIEN

CONTRACTOR OF STANFORD

Same of the state of

ECTION 14: Whiteh, mesting, wisdowine, weindarden

pograja: deelea, men

TESTION 26: PARTIES, MARA

TOTAL PRINTER

就等,OU 登: 明显信息

SECTION 6: Whether, Shine, Shines

```
Placeting At and Palow Playation 501,84 m.s.l.
```

Pannohio II forely, come 15 cast

STOTICK 25: SOLEM. SANSAV

SERVICE HERE. PARTY

from his 12 kepth, where 15 hast

E Tree 19: When we'r The V

Lord Mr. 12 Syrth, Latte 16 last 1

≘(0103 12) Mant √

TYPIOLIC: Man, mi Lot 2, We lat ;

COTTON 19. NINE BED., INC. 2011. HE STEER ST. PRINTERS.

signion 20: dimini, minimi, manager, sistemater,

EUTETON 30: Phreimital, polyce

Blanding at and I low Reventor on . 70 mg. 1.

Counside 11 lorth, Punco 14 lant

O CRIOD OS COMPANO, ENTOPA

Tourshie 12 Series Same 16 'Ass

PATTER OF STATE

COTTON TO Market Sale, Schoolsk, Dinnisalant, Subsubset, Disebutant

restrict the state of the state of the state of the state of

CONTRACTOR OF THE PARTY OF THE

Meeting at and Selev Mevation 601.6' Parale

Josephin 12 North, Pages 15 Tost

TOPIOP 'S SAN IN , E TO SAN

Booding At and Bolos Meration Sol, 50 225.22

foundate ? North. . ree le sast

Tenos no de la

SECTION 14: SHEET, SAME, SHEET, MARKSHOET, MARKSHOET, MARKSHOET,

usashin 10 Horri, Same 15 aut

Eritre 1: Die Lot 1, Molastunt, elentant.

TECTION IL BORNER

2007108 12: Obsniss) v

TREATION 13: HELMSCHIE, SECTION, MOSTON, MARCHAE, MARCHAE

SECTION 14: NO. HE-BOY

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

Township 10 Morth, Dance 15 Cast

MOTION 22: CELEBRASH

SECTION 23: Signet, success

SECUTION 24: SAMPLES

STICTION 25: BENEVEL .

SECTION 26: WHICH IS NOT

TOWN 17: PHENE

Josephin 10 Marilly Longo 16 Last

Signishi -

Eluricel Piwishish

Lors & and 5, while Lat , the fat 1, W Lot 1, Lot 2, while Lot 2, Lot BOTTO: 68

SECTION 7: Signature

morton a usuated, usestated, exterine, elected, ulnisted, vinisted,

Porton to Bind arise, mindantum V

sicitor 11: Nimerické, mindouliné, saladné, ministrat, studist

STOTEON 12: SERBERG, Windowsking, Desident, Industry, Industry

archion 17: wind, theretae, the method 🗸

OCCUPANTE IN SOLIT OF LOT 2, LOT 5, STEER, THEFT, WESTERN,

ECTION 19: Billion, Michigan, Minister, March Lot 4, March Lot 4, Statistics

SECTION 20: SetSubsub, ujest V

TEGTTON ZIL MESSISSI, SAMESHARA V

SCTION 22: Character, swinder, sheetstat, washinder, seinstanted

SECTION 25: SHEET

ACTION 27: William, schools, schools, schools, spelantschool, or

SCYTON 20: 10:500, SEED, SHEED, SHEED, SHEED,

none 20: when, which, what, shout, we should be a selected, when should be a selected.

SECTION 30: Bed Low 1, whether Lot 1, Mintelline of

SECTION THE BEET

diction 2: 1414, Madatine, Madatine, Madatil, and

WATTON TO BESELVE, BEEL /

Plooding At and Bolow Elevation 601.5' m.c.l. (Contd)

Committe 10 Forth, Pange 16 Fest

action 34: whi, which will be that, adjustment, adjustment, and and and a state of the state of

STIGH 351 Milest, observed, which means

COLOR TO HAVE U

Township 10 North, Ponce 17 Sagt

SECTION 40 MANY

SECTION 5: ENGL

Michigan 7: milend

ASCUTOR 8: Washishe, Walantshe V

TOTOS 17: Washind, who method, who proceed a

Torright in Flancis, ship is the

SCRIOU 19: Mindingles, Milherst, Missimotan, Schooling, Stimbard, Martheast diagonal half of the United and

SUCTION 20: Interival, simplestud, simplest, signification /

morrow 21: sympastus, octobial

Pourship 11 horth, Pance 15 art

SECTION 12: Picipi

WOTTON 130 Blayshund, elejakundund

STOPPION TO MELIES

To making 11 Horsin miss 15 Last

STREET 71 STREET

STOTION C: March shoot setted and a minimum and a setted set V.

TETOR 9: Saled, metuded, statuted, statuted, statut

PECTION III BELIEVED, SINGEL V

SECTION 14: ESTANO, MASSAND, SINGHAM, ESTANDAM /

· SECTION 16, MINIMAN, EMERGEN, MINISTER, MINISTER, MINISTER, WINDOWS V

SECTION 17: SECRETARY, SHEWERS, SECURIORS, SECURIORS, SPECIALS

ENGINE IS: Night and, migrations, Lot 1, Lot 2, Nit Lot 3, Minist Lot 3 per

SECTION 20: Smittel, bridge

THE REAL PROPERTY AND ADDRESS.

STORION 22: SPASSASSA, DATE: HERVEST.

MICHTON 24s Select

20710X 23: BARA V

Marting it was below May then Col. 50 mand, (cont.)

conside H hards, and the car

TETTOR 26: Madada, Madadada

ENTION 27: Signified, Elicitate, Plantage, Adaption, Antart, Statement, Antart, Antartist, Statement, Statemen

TOTAL PARTS, MISS, Schooling V

werrow m: stojant, stojant, tor 5, stojant

SECTION OF THE PARTY

STOTION 33: Signification, sectionist, and animal V

Conton ver wine to A. Smith in the State of the State of

CONTRACTOR SEE THE PARTY OF THE

labding 1 and Pelou Deration 601, ht

Toumship 10 North, Banze 17 Fast

erceton or the

STRICK 16: BIRT

is ashin il Borth, sange 17 best

FORTSON 378 STORY

Committee of the V

Placeting at and Delow Ployation (61, 10 .s.l.

Township Worth, Lange 17 West

9800100 181 105 4

Suscein II forth, tongo 16 Sant

TOTION 201 1 fot 7

SECRECE 25: WHILE J

ENVIRON 29: PART

Clouding at said Felow Clavation 601.2' m.s.l.

Tempelo 9 North, Peare 16 Last

POPTOR IN WE LOST IN Y

Bounghin 20 Routh, Lang 15 Lant

TOTON W. TOTAL

Journal 10 torth, hange 17 aut

SUSTITION 29: MORNAGE THE

SECTION 37: THE PROPERTY

Flooding it and felow Plovation 601.2" Patel.

issachte Wilborth. Howe is rest

DENKE 17 PROPERTY SHOPE

BOREST TENENT

Tanding At and Bolow Mevation 501 de total,

Township 9 North, Gange 16 Capt

MCHON 1: Welcount, Marked, marketed

SECTION 2: SECTION :

STORION 11: MANESARINES

TOTTON 178 AND ADDRESS OF THE PARTY OF THE P

Planding At and Bolow Playation 600.98 4.0.1.

Tomation It sorth, Tran II 'sut

MUNTON 30: Spinsons, Statest

10077000 以: 時间以中域,例的域域 V

Pageting At and Solar Clovation (An.) 225.12

Resumite 10 Borth, Cange 11 Court

AND LE RESERV

1910 To Halledge F

Positive at and Below Revotion 500,44 508.1.

Novemble 10 Marks, George 17 Sept

Contain the tell of the Party

Pleading At and Below Clevation West at al.

. awashir 10 forth, lane W fast

COMP STRING N. Haratal

Plooding it and below Meration 50 .50 and

lear this in Booth, Range 17 Test

MOTION 1: Windows, Reference, Belonderstand, Spinstondunt, Rightend

BOTOL BY MISSELV

TOTAL 250 BENEFIT RE, BEINGROW, LANDERS BEING

上は性格に共用が開発レ

Flooding At and Selow Elevation 578.5' m.s.l. (Contd)

Tomphia 10 Borth, Sauce 18 T of

SECTION 2: specialist, salestant, standardant, salestant at the section of the se

PETTON 3: Lot 3, N. Lot 4, T. Lot 5, Fortheast discount helf of

SECTION 6: Setsetseine, what lot 6

SECTION 7: Weight /

STOCIOS S. Moradad, visimind, vindent-

SECTION OF BEHAVIOR, MARKET, REPORTED, REPORTED

STATES 10: Northead, Bullet, Mart, Select, Millet

CONTON 11: Distribut, actualist, actualist, actualist, admini, actual

STATION 12: Eliminal, Majori, Majori, Stated

ECTION 16: Southeast disconal half of the Shisassi, Simplest,

ECTION 16: William, Salish, March, Warton, State

277700 173 Plant Set 4, 1st 3

SECTION 20: BELOW

SBC770W 21: 加井加井加井 ~

CITION 231 SCHOOL S

Complie 10 Forth, Tongo 10 Paul

SEERE 6: Lot 7, Minist

ALBERT OF LACT, RELECT

demnits D. Rorth, Carre 17 hast

11 (T10) 25: Share

wormen w. Fig. 13. . B . . fortical diagonal helf of the

Tomaship II North, Pance II Last

1557101 301 W tot 3

LEGION DI

Correct to Southeast diagonal half of the Commission. Significant

Rooding at and Relay Clavation 57 . 2 c.o.t.

Township 10 North, Proge 18 tast

SECULION 41 1/51/ Lot 4 /

STOTION 5: at Lot 1, whet Lot 1, saturded, wheelesday, or saturday.

Mosding At and Below Elevation 598.2" m.s.l. (Comid)

Township 10 Porth, come 1" agt

lot 5, No. lot 6, when, should of lot h,

2016 7 Model, Children

succine a managed, siminated, animated as succeeding

MCTTON 331 MAINA

STOTION 14. Missel, where the sail, shall not make a fundament

SECTION 18: NUMBER

Township 11 North, Name 18 East

SECTION 19: Shade

BENT TON DAY BEST

COUNTY OF THE PARTY OF THE PART

of the disposition, plants of the disposit balls

TOTAL WHAT HERE HERE

riodes, desert, pot, eset, me, eset, riodes, bilmini, broker, bilminist 10 10 372

MALLER WEI Animist, minist, statutut, batutsi, patutsi,

Mondagg in and helpy Meryation 597-18 College

Revusting 10 Borth, propo 10 ant

MOTION ZI: Blajete

Diording at and below Elevation 50 .05 c. ...

Township 10 North.

THOS 251 Late 1 and 2

B. Unincorporated Town of Texanna, Oklahoma

Amoning t and leton leveling of Soil of week

Township 10 korth, spec 1 and

Following streats according to the recorded plat of the Townsite of Terenon, Chichers, wine within the boys described I will

- 1. First, beam and hird Streets extending between Emperimer and Flundett vender
- 2. Songers and clumbett wannes extending between Marth tounder, line of Tomore end "Und tiget

3. Sugarnor extending to tween There in. With Airesta. 5. Industriant versus extension between Third and lists troots

Ensking county logal extendity in a M/ advection across inche 10. Oldalo, ...

reporter with the perpetual right of impress and agrees to so uses exide property and right-of-way from time to time as the commaion may require and receive therefrom natural or artificial structures or obstructions, which, in the opinion of the representatives of the United States of America in Charge of the Suffaula flow and Secondary, may be detrimental to the construction, operation or emintenance of each dam and reservoir, reserving, however, to the County and its samigns all such rights and privileges as may be used and enjoyed without interfering or abridging the rights, powers, privileges and exceptants hereby conveyed to the United States of America.

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

TO HAVE AND TO HOLD the shows-described rights, powers and privileges, properties and executes, unto the United States of America and its semigna, forever.

IN Ultraced biliners, the County has caused this Flowage Fancient Road to be emported in its mane by the Chairman of its duly constituted Found of County Countedands and has caused the small of the said County to be affirmed and attested by the County Clerk thereof at Eufanla, Oklahoma, the day and year first above written.

BOARD OF COUNTY CERTISSIONERS of Mainton County, Onlawora

By Lehren Brug how

History Clark Hogers

ETATE OF OFTANOSAN SS.
I do horesy overly that this instrument was tived for reacond for my officer on

pind is puly neutrino in

Paul of Pen

RUFUS C. HIDAN, Guirn Clean

By

Grant Grant

Author to Asper

SWOOD THE ST

the coloraterist, the trenty fleet to and for enter comp

There Brightness to server to

The elly condicted and coting Chairman of the Board of County Commission of a County Commission of a County Commission of a County Commission of a County County, Chishorn, and schowledged to me that he executed the same an alle free and telement, and decides Chairman of said Board, and the free and voluntary act and deed of Cointach County, State of Chishons, for the uncertaint purposes therein out forth.

WITHUT MY MAIN AND STAL, the day and year last above mentioned.

County Clork, Holnton County, Oklahono

(SEAL)

UNITED STATES OF AMERICA DEPARTMENT OF THE ARMY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PROSENTS:

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 immdate 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 purpose 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 (5) 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 remised release and forever quitolaim, 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 Enfault Dam and Reservoir, situated in McIntosh County, State of Oklahoma, and more particularly described as Follows, to wit:

#2

tosh County Hoad Relocation N-2

THE THE SECOND IN THE

ownship 10 North, Range 18 East

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

SECTION 9: SWISE NOT

Flooding At and Below Elevation 661.0 m.s.1.

SECTION 2: SW

SECTION TO SEL

Flooding At and Below Elevation 600,1 m.s.l.

SECTION 2: SEE /

Containing 14.57 acres, more or less.

McIntosh County Road Relocation Maj

Indian Meridian Township 10 North, Range 18 East

Flooding At and Below Elevation 600.0 m.s.1.

SECTION 12: NEISHE, NATURESDE, NESHENVESDE SWESDE

SECTION 13: DENETHWE, WEINTARD

Containing 2.59 acres, more or less.

McIntosh County Road Relocation M-5

ENDIAN MERIDIAN

Township IO North, Range 18 East

Above The Effects of Reservoir

SECTION 6: Sasaswised

SECTION 7: NENE

Containing 3.19 acres, more or less.

McIntosh County Road Relocation N-6A

Above The Effects of Reservoir

INDIAN MERIDIAN Township 10 North, Range 17 East

SECTION 1: WESESE

SECTION 2: E

FECTION 12: No

Township 10 North, Range 18 East

SECTION 6: Lot 7

SECTION 7: Lot 1 V

STATE OF OKLAHOMA) SIS.

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

8-3-65 o'clock and 50 minutes F M.

and largury Recorded in 23 RUFUS C. HOBAN, County Clark

McIntosh County Road Relocation N.-6A (CONFD) Above The Effects of Reservoir

THE AR MERITORAL counship 11 Forth. Range 17 East

SECTION 25: SE

SECTION 35: BE

SECTION 36: W2, M2NE

Township 11 North, Range 18 Fast

SECTION 30: W Lot 4

containing 34.27 acres, more or less.

McIntosh County Road Relocation M-7

Mooding At and Below Mayation 600.9' m.s.1.

INDIAN MERIDIAN Township 11 North, Renge 17 East

SECTION 25: Diriseismismi

Township 11 Forth, Range 18 East

SECTION 30: Lot 4, ELSWASEL

Containing 1.64 acres, more or less.

McIntosh County Road Relocation M-9

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

INDIAN SERIDIAN Township 10 North, Range 17 East

SECTION 21: REFINE SEL

SECTION 22 WEINLING

Containing 1.03 acres, more or less,

McIntosh County Road Relocation M-10

<u>INDIAN MERIDIAN</u> Township 19 North, Range 16 East

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

- SECTION 1: SBÉGNÉ, WEGNÉSWÉSBÉ, BÉGRÉSWÉSBÉ, SBÉSBÉ
- SECTION 12: NENEENEE, WENTHOUSENEE, MARKETEE, NEEDWE

Township 10 North, Range 17 East

Above The Effects of Reservoir

- SECTION 61 SEST
- SECTION 7: NENE

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

- SECTION 4: SASEA, SEASUA, ELSWASUA
- SECTION 5: Sist
- SECTION 8: NEWE, NAMED WENDENDED, WEDENDEDING

Flooding At and Below Elevation 607.1' m.s.l. (Contd) (M_10)

SECTION 2: ENGINEERING BENEFINE, NECTION 15: WENNESS BENEFIT B

V SECTION 16: Lot 4

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

- SECTION 15: ELSWISWE
- SECTION 16: Nimb of Lot 5

Flooding At and Below Elevation 602.6' m.s.1.

/ SECTION 15: SEASWE Centaining 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: STURTURE
- ✓ <u>SECTION 22: SMANNANNA</u>

 Containing 0.64 acres, more or less.

Melntosh County Road Relocation M.12

INDIAN MERIDIAN Tannship 10 North, Range 17 East

Flooding At and Below Elevation 602.7" m.s.1.

SECTION 18: SBINDA, NEESE.

Containing 0.63 acre, more or less.

MoIntosh County Road Relocation N-13

INDIAN MERIDIAN Township 10 North, Range 17 East

Flooding At and Below Klevation 603.7 m.s.l.

SECTION 18: Want, Bank, Nelsware 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.1.

Section 11: Sistemeiseinei

SECTION 12: Wishing, Shading, Singaring V. Containing 1.18 acres, more or less.

32.7

McIntosh County Road Relocation M-144

INDIAN MERIUPAN Township 9 North, Range 16 Bast

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

SECTION 1: Northeast diagonal half of the SWASSA, Sississan

SECTION 12: NEEDING, WEED

Containing 10.09 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, De Lot 3

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

SECTION 18: SEASON.

Containing 5 79 acres, more or less.

McIntosh County Road Relocation Mal6

INDIAN MERIDIAN Township 12 North, Range 16 Eas.

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

SECTION 30: WASDASEA, MANDASEA, NEASDA

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.1.

SECTION 35: NEESER

SECTION 36: NAMES NOT

Containing 0.38 sores, more or less.

McIntosh County Road Relocation M.19

INDIAN MERIDIAN Township 11 North, Range 16 East

Flosding At and Below Elevation 604.6 m.s.l.

SCOTION 114 ROLING

Containing 2.44 acres, more or less.

3.28

McIntosh County Road Relocation H. 20

Township 11 North, Range 16 Rast

Pleading At and Below Elevation 608.9 m.s.l.

SISCRION 8: 184 SEA: SEANES

Containing 7.03 acres, more or less.

McIntosh County Road Relocation M_28

TOWNSHIP 10 Korth, Range 16 East

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

- SECTION 7: Name see
- Y SECTION 8: Namesuk

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

- SECTION 7: BAR HE
- / SECTION 8: WANTED

Flooding At and Below Klevation 604.0° m.s.l.

- SECTION 6: SISTEMANDE
- ✓ SECTION 7: IN:ÉNE

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

- SECTION 6: SESESPENA
- SECTION 7: NE MA

Containing 6.01 acres, more or less.

McIntoen County Road Relocation M-29

TADIAN MERIDIAN Flooding At and Below Elevation 603.0 m.g.l.
Township 10 North, Range 15 East

SECTION 1: NE

Township 10 North, Range 16 East

SECTION 61 Lot, 4

Township 11 North, Range 15 Rast

SECTION 36: SEC

Town his 11 North, Range 16 East

SECTION 31: Lot 6

Containing 2.02 scres, more or less.

Mountdek County Road Relocation N.30

Louishie 10 Rorth, Range 15 Bant

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

- FECTION 11: ELSE
- SECTION 12: WINISM

Containing 1.00 acrs, more or less.

McIntosh County Road Relocation N-31

INDIAN MERIDIAN Romahip 10 North, Ranga 15 East

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

- V- SECTION 10: E
- Containing 1.50 acres, more or less.
 McIntesh County Road Relocation M-32

IRDIAN MERIDIAN Township 10 Morth, Range 15 Rest

Flooding At and Below Elevation 604.6 m.s.1.

- SECTION 14: Wisul
- / SECTION 15: BEST

Containing 0.84 acre, more or less.

MoIntosh County Road Relocation M-344

INDIAN MERIDIAN Township 10 North, Range 14 East

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

SECTION 36: Sisini, Risi

Containing 9.99 acres, more or less.

McLutosh County Road Relocation M-35

TANTAN MENTOTAN Township 10 North, Rense 15 East

Above The Effects of Reservoir

- SECTION 23: SESSESSE
- / SECTION 26: 网络树枝
- ✓ SECTION 27: EÉNEÉNEÉ

Containing 2.71 scres, more or less.

McIntonh County Road Relocation M-61

INDIAN MERIDIAN Township 10 North, Range 16 Rest

Plooding At and Below Elevation 605.1 m.s.1.

SECTION 22: SHORT

SECTION 27: WHIENDE

Containing 3.47 agree, more or less.

Holistosh County Road Relocation Make

TRUTAL PERIODS

Township 10 Horth, Range 16 Rast

Mooding At and Below Elevation 605.0 m.s.l.

- / SECTION 27: NWANGAMA, Southwest diagonal half of the NBINGAMA
 Containing 0.08 acre, more or less.

McIntosh County Road Relocation M-43

INDIAN BERMAN

Township 10 North, Range 16 East

Above The Effects of Reservoir

SECTION 29: WHITE

Containing 5.18 acres, more or less.

McTutesh County Road Releastion M-45

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

THE TANK MERTERIAN

Township 10 North, Range 15 East

SECTION 24: SEÉSUÉ

SECTION 25: E4

Township 10 North, Range 16 East

SECTION 30: WE

Containing 4,24 acres, more or less.

McIntosh County Road Relocation M-490

ROTAL MEGIDIAN

Counchin 10 North, Range 16 East

Flooding At and Below Elevation 604.6' m.s.1.

SECTION 31. Divis, Winds

Containing 10.64 acres, more or less.

MeIntosh County Road Relocation N-51

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

10 North, Range 15 East

SECTION Lots 3 and 4

Township 11 North, Range 15 Bast

SECTION 32: BESEESME, SMESSE

Containing 0.68 acres, more or less.

McTotosh County Road Relocation M-1

· F

free

38

Township 10 North, Range 18 Rest

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

SECTION 1: SEASEASEASEA

SECTION 12: NAME NEEDE NEEDE

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, Renge 15 East

SECTION 12: SESEESEE

SECTION 13: NINELNET

Township 11 North, Hange 16 East

SECTION 71 St Lot 4

SECTION 18: No 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.1.

SECTION 11: 5

SECTION 14: NEW

Containing 1.71 acres, more or less.

Meditori County Road Relocation Nasy

Counside of Kanaa Pane

Flooding At and Below Elevation 610.5" m.s.1.

- o SECTION 15: SUBJECT STREETSWEET
- SECTION 21: DEP
 - SECTION 22: WERE, HERENIE

Contain 7,29 seres, more or less.

McIntosh County Road Relegation M-38

THEIR WESTERNAM

town hip 9 North, Range 15 Kast

Flooding At and Below Elevation 609.4 mcs.1.

- SECTION 4: SALSH
- SECTION 5: SEA
- SECTION 8: NEAR
- SECTION 9: IMPLIES

Containing 4.61 neres, more or less.

HeIntosh County Road Relocation M-39

INCIAN MERCUTAN

Township 9/North, Renge 15 East

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

- SECTION 8: NEW SEL; SELNEL
- SECTION 9: NEWESTE: STAINE

Flooding At and Below Elevation 610.1 m.s.1.

- V SECTION 8: STARTER SETSEE
- V SECTION 9: SONWESTE; STATES
- SECTION 16: WESTERN
- SECTION 17: SELUCION TO SELUCIO

Containing 2.35 acres, more or less.

McIntosh County Road Releastion M-52

THOTAR MEDITIES

omenio 10 Kerth. Rarge 15 East

Flooding At and Below Elevation 603.0 m.s.1.

SECTION 1: SE

Township 10 North, Range 16 East

SECTION 6: We of Lot 6, We of Lot ?

Containing 2.85 cores, core or less,

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

107.00	#1 2	- B 2	-
-200	表的不良	FITT. I)eeds
-		ern T	

					*
Tract No. Grantor	Date of Deed	Date of Recording	70-		
Ditte 3 Nary O. & Lula Dunagan	3 Jan 61		Bot		
B-4422-2 Elisabeth C. Lilly	23 Jan 61			1	St.
D-446E-3 John A. Lesder, et ux	6 Mar 60				9
D_446g_4 John A. Leeder, et ux	14 Feb 61	1 100		4 29	
E-516R-3 J. H. Derman, et ux	11 Apr 60			3 33 ¹	
E-516E-4 J. M. Denman, et ux	21 Feb 61	18 Apr 60	6		
E-516E-5 J. H. Donman, et ux	21 Feb 61	23 Feb 61	7.		
E-518E-7 Earl Mooten, et ux	1 Mar 61	23 Feb 61	?:		
E-518E-8 Earl Mooten, et ux	1 Mar 61	2 Mar 61	-71		,
E-526B-6 Bane Whisenhunt, et ux	2.5	2 Mar 61	74		
G-703E-2 Boggus Whisenhunt	23 Jun 60	24 Jun 60	66	427	
G-705E-1 Ray S. Fhillips, et ux	20 Apr 60	16 Nov 60	71	17	
G-239E-2 Marie Bradford, et vir	28 Nov 60	1 Dec 60	71	262	
G-709E-2 Boggus Whisenhunt	23 Jan <u>61</u>	24 Jan 61	73	5	
G-725E-1 John T. Winkle, et ux	15 Nov 60	16 Nov 60	S.	15	
G-710E-1 M. G. Kindred, et my	30 Jan 61	9 Feb 61	73	167	
GL741E-3 Evert Grose, et ux	7 Nov 60	14 Nov 60	70	441	
	9 Sep 60	12 Sep 60	69	120	
	6 Feb 61	6 Feb 61	73	138	
	15 Nov 60	16 Nov 60	71	19	
	28 Dec 60	28 Dec 60	72	127	3
	28 Dec 60	28 Dec 60	72	127	
	18 Nov 60	18 Hov 60	71	88	
G-720R Hann G. Kindred	30 Jan 61	9 Feb 61	73	169	
	13 Dec 60	13 Dec 60	71	437	
G-750E (Taylor Sizemore, Jr. et un	18 Nov 60	18 Nov 60	71	90	
G=751E H. H. Winkle, et ux		3 Nov 60	70	291	
		9 Nov 60	70		
C-7595 Russell B. Ritchie, et un	6 Feb 61	6 Feb 61		367	:
	* . *	THE WAY	73	133	

٠,	Eas	医基洲	ent	n	ė.	Ae.
			10 4 8 W		- 3	-

. "			92		
Tract M.	Granton	Date of Deed	Dake of Recording	Book	Doga
G-754E	S. W. Harkey, et ux	24 Jan 61	24 Jan 61	. 73	15
G17448-2	Herman D. Minkle, et ux	28 Nov 61	28 Nov 61	71	226
F-1432E-2	Claude Grider, Jr., et un	24 Apr 60	14 Apr 60	64	399
P-1623E-6	lyle C. Shroyer, et ux	_ 17 Mar 61	17 Nar 61		163
P-16231-7	Iyle C. Shroyer, et ux	17 Mer 61	17 Mer 61	3 A 10	163
D-1848E-4	R. L. Simpson, Jr. et ux	17 Jul 63	13 Aug 63	93 i	382
R-1871R-2	H. C. Castleberry, et ux	2 Apr 60	4 Apr. 60	64	255
R-1891E-2	Ted Chapman, et ux	5 Hay 60	6 May 60	65	273
R-1850E	0. 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-1994B-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. Bostman, single	9 Dec 60	9 Dec 60	71	380
S-1938E-4	Boney M. McIntosh, et ux.	27 Dec 60.	28 Dec 60	72	116
S-1935E-5	Boney N. McIntosh, et uz	27 Dec 60	28 Dec 60	72	116
S-1941E-6	D. L. Boatman, single	7 Dec 61	8 Dec 61	80 ;	224
S-1957E-2	Vermon O. Duke, et ux	21 Feb 61	28 Feb 61	73	97
S-1956E-2	Cordelia Bruce	11 Oct 62	15 Oct 62	87 1	107
Y-2527E-5	C. L. Follansbes, 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 3	327
Y-25425-2	Carl Davis, et ux	14 Nov 60	14 Nov 60	70 4	48
Z-2606E-6	Alf H. Thomas, et ux	25 Aug 60	25 Aug 60	68 4	111
2-26028-4	Nex Silverman, et al	9 Aug 60	9 Apr 60	68 1	59
3-2620R	M. H. Thomas, et ux	> 13 Apr 60	13 Apr 60	64 3	90
Z-2610E-1	Alva Jesper Short	14 Apr 60	15 Apr 60	64 14	101
24.2605E-1	Claude Fetters, et ux	13 May 60	13 May 60.	65 4	124
	, , , , , , , , , , , , , , , , , , , ,	5 A			

N. A. COM

100

					- 1	
Cract N	o. Grantor	Date of .	Date of Recording	Book	Per in	
Z-2607E	-2 Jess Short & Marie, h/w	15 Apr 60	15 Apr 60	.64	418	*
Z-2630B	Elmer Wilson, et ux	21. Mar 60	1 Apr 60	64	250	
Z-2635B	Catherine E. 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	
2-264 <u>21</u> 8	Paul M. Davis, et ex	1 Jul 60	27 Jul 60	67	378	
Z-2643E	I Clarence A. Reynolds, et ux	24 Jun 60	29 Jun 60	67	444	
Z-2643B	-2 Clarence A. Reynolds, et ux	24 Jun 60	29 Jun 60	67	扑棒	
Z-2644E	J. O. Duke, et ux	19 Apr 60	20 Apr 60	65	48	,
Z-2645E	Clynn 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 ax	2 Inj 60	6 Jul 60	67	90	
Z-2637E	-8 Orville H. Tackett, et ux	15 Dec 60	28 Dec 60	72	ilz	
Z-2637E	-9 Orville H. Tackett, et ux	15 Dec 60	28 Dac 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	
2926B.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-15	Monroe J. George, et ux	27 Jun 61	27 dun 61	77	76	
29 32 E-2	Billie Chiles, et ux	21 Feb 61	2 Mar 61	74	31	
2936E-3	Peter A. Jonson, et ux	6 Dac 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	Marrie Lynn	12 Oct 62	12 Oct 62	87	395	
2939E-2	Elser Lynn, et ux	12 Oct 62	12 Oct 62	87	391	
3023E-3	Mary M. 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	Moud A: Smith	18 Apr 62	18 Apr 62	83	421	
310311-4	Sevear Humphrey, et ux	6 Sep 61	8 Sep 61		348	
				.0	J. 740	

ţ,

SESSIBLIES	SCHIEF CO.	7 1			- N
Tract Bo.	Grantor	Date of Deed	Late of Recording	Book	Page
31265-3		1	4		T.
	O. C. Hanley, et ux	25 Jul 60	29 Jul 60	68	29
31.078-7	S. L. Harris, et ux	1 Jun 61	2 Jun 61	76	266
31.07E-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
31126-3	Oddy M. Brock, et ux	7 Mar 61	10 Mar 61	74	115
31138-2	Leonard A. Hoore	29 Jul 60	29 Jul 60	· 68	24
32398-2	Lucious De Bonse	29 Jul 60	29 Jul 60	68	34
3241E-3	Ira T. Cooksey	4 ang 60	9 Aug 60	68	164
3352E-5	Arthur Stone, et ux	24 Mar 61	27 Aug 61	74	304
3306E-3	R. J. Roch, 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
56 2E-2	E. L. Watkins, single man	6 Feb 61	7 Feb 61	73	150
57168-5	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	10Nov 60		
5718E-2	J. B. Pollard, at un			70	418
5726E-3	Georgia Woods, et vir	19 Sep 60	19 Sep 60	. 69	200
5728E-4	H. H. Pollard	2 Dec 60	2 Dec 60	71	311
		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	347
5747B	Phoebe M. Clover, et vir	2 Dec 60	2 Dec 60	71	307
65175-2	Eoma Williams	13 Dec 61	15 Dec 61	80-	278
	as of Taking				
	Former Cumer	Date of Filing		vil	
D-4578-3	H. A. Patty, et al	15 Aug 61	42	rtion	
D-943E-2	Helen J. Basset Cochran, et			36	h z
D_444B_3	Eliza B. Jones & Robt L.A.	al 22 Jun 60	44	11.2	* *
	Hedrick	22 Jun 60	44	112	
D-4442-4	Bureau of Indian Affairs gn	3			
A Teff	for Eliza Hlytha Jones	15 Aug 61	50	136	

Declarateous of Taking

Tract No.	Former Owner	Date of Filin	Z .	Civil	Action
D-444E_5	Eliza Blythe Jones & Robt L. Hedrick	22 Jun 60	4	4612	
D_408E_8	T. E. Brother, et al.	22 Jun 60	13	4812	- 2
D-427E	Arbie Hutchens	22 Jun 60		4812	
D_416E_3	Joseph Mutts	22 Jun 60	1.6	4812	
D-421E-3	Estate of L. A. Scott	5 Apr 61	- 5	4956	
P-5330-3	Ruth Leader Baker	5 Apr 61		4954	
G-706E-2	Ollie E. Reubelt & Martha J.Sc	est 8 Feb 61		4922	
G-729E-3	Mildred A. Grose, et al	26 Aug 60		4857	
G-739E-2	Mildred A. Grose, et al	26 Aug 60		4857	
G-728E-3	Earl W. Kindred, et ux	9 Feb 61		4927	1
G-730E	Hay Brinsfield, et ux	13 Jul 60		4830	
G-735E-1	Noman W. Hart, et al	26 Aug 60		4857	
G_745B	Ella L. Kindred Mackey	9 Feb 61		4927	
@_743B_4	F. H. Kloeckler	20 Sep 62		5232	
H-1403E-6	F. S. Lauhon, et al.	8 Feb 61		4922	
N-1403E-7	F. S. Laution, et al.	13 Jul 60		4830	
H-1423E-3	W. W. Sallar, et ux	15 Aug 61		5036	
N-1426E-2	Bert J. Walters, et ux	22 Jun 60		4812	
N-1428E-C	City of Eufaula, Oklahoma	13 Jul 60		4830	
N-1429E-2	Ralph Taitte	22 Jun 60		1812:	
N-1430E-2	Bert J. Walters, et ux	22 Jun 60		4812	
N-1433E-2	F. S. Lauhen, et al	13 Jul 60		4830	~
N-1434E-2	City of Sufaula, Oklahoma	13 Jul 60	1	¥830	
N-1488C-1	Estate of Vera L. Turner, et al	13 Jul 60		1830	
N-1491E	Louanna Kanawa Kelly	14 Apr 61		1953	
P-1650R	Mt Zion Beptist Church	9 Feb 61		1927	
P-1659E-7		12 Apr 61		1959	
P-1653E-8	Garah Gregory, et al	12 Apr 61		959	
	Prentis Lyday, et al			927	
4.5	Jerlena M. Douglas King, et al			953	
P-1618F-6	Geo. W. Hammett	4 Apr 61		953	
P-16373-5	Celamese, Corine, et al	6 Apr 61		955	

Water Street	ч		2		1.0
Dec.	arec	Zane.	9.60	Pole	TYPE
_			-	2048	

SEGMENTER OF	ne ar recite		
Tract Ros	Rosmer Owner	Date of Filin	
P-1649E-3	Mary Taylor, Jr. et al	9 Feb 61	Givil Action
0-15668-6		9 Feb 61	WO ZA
Q-1713R-2	Igle C. Shroyer, et ux	25 Jul 61	5022
0-1713E-5	Lyle C. Shroyer, et ux	25 Jul 61	5022
S-1948E-2	Louisa Farloshaw	5 Apr 61.	4954
8-1931E-2	Samuel R. Johnson, et un	5 Apr 61	4954
S-1935E	Robt Vance, et ur	25 Jul 61	5022
S-1924E-5	Cecil C. Miller	21 Sep 62	5237
5-1930E	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
X-2419R-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-2604B-3	D. J. Les, et ux	22 Jun 60	4812
Z-2625E	D. J. Emerson	22 Jun 60	4812
Z-261.5T	Ella Gifford White	22 Jun 60	4812
2942E-3	Oather Hampton, et ux	6 Apr 61	4955
2933B-2	W. D. Rippy, et ux	6 Apr 61	4955
2931E-3	Cloies Coxley	5 Apr 61	4954
2928E-4	J. A. Martin, et ux	6 Apr 61	4955
2915B-2	Albert Hutton	6 Apr 61	4955
2901E	Frank Carlis, et al	4 Apr 61	4953
29088-3	Sallie Hutton Wolfe, et al	6 Apr 61	4955
2906 E-3	Birda Long, et al	12 Apr 61	4959
3024E-2	Nm. R. Carey, et ux	5 Apr 61	4954
34/Yes-5	Bes Prater, et al	10 Feb 61	4929
3264E-3	Joseph Leitner, et al	8 Feb 61	4922
7264E-4	Joseph Leitner, et al	8 Feb 61	4922
h			

C

	A CONTRACTOR OF THE CONTRACTOR		
Tract No.	Corner Coner D		Civil Action
335612-6	K. L. Ferguson, et al	8 Feb 61	
3956E_7	K. L. Ferguson, et al	8 Feb 61	4922
34148-4	Mina Harjo Phillips	4 Apr 61	4922
341/48-5	Mina Harjo Phillips	4 Apr 61	4953
55078-9	E. C. Hopper	5 Apr 61	4953 4954
5706E_4	Isioning Fuller, et al	12 Apr 61	4959
5707E-2	Ella Smith, et al	12 apr 61	4959
5719E-9	Elbert 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	4,759
572 45	M. Mae Sullivan, et al	12 Apr 61	4959
6519E-2	Marie L. Bergen	12 Apr 61	4959
6512E-4	Moodrow W. Beebe, et al	6 Apr 61	4955
651.2B-5	Woodrow W. Beebe, et al	6 Apr 61	4955
6511B-2	Arma Belle Morgan	9 Feb 61	4927

TOTAL ACRES - 199.39, more or lass.

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 Euraula 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 end below the mean sea level datum elevation of 585.0 feet; and, to imundate and overflow, occasionally or intermittently, as is necessary in the construction, operation and maintenance of said Euraula Dam and Reservoir, all those portions of the above-described, relocated and altered c ounty 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 end 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

necessary acts in connection with the construction, operation and maintenance of said Eufaula Dam and Reservoir; and McIntosh County, by its acceptance of this instrument, does completely release and discharge the United States of Appearant from any and all claims for damages to the above-described property, of whatsoever nature, emanating from or incident to the lawful exemples 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 Complesioners of County of McIntosh, State of Oklehoma, and its successors and assigns, forever.

IN UNIVERS THEREOF, the United States of America has caused these presents to be executed in its name by Staphan Mass. Secretary of the Army, and the seal of the Department of the Army to be hereunto affixed this 22 day of

UNITED STATES OF AMERICA

Secretary of the Army

ACKNOWLEDGMENT

STATE OF VERGINIA SS

BEFORE ME, A. F. SPADE, a Notary Public in and for said County and State, on this 22 day of TIME 1965, personally appeared 5toples 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 herounto set my hand and official seal.

Seney E. Y

My Cornission Expires:

A. E. Spada, Notary Public

State of Virginia

7 Page 801 to Amires 13 July 1998

18.

131456 651

STATE OF OKLAHOMA, McIntosh County Filed for record on the and day of May 2003 at 10:25 M Book 6 33 , at Page 651 Shirley Ivin, County Clerk

CANADIAN VALLEY ELECTRIC COOPERATIVE RIGHT-OF-WAY BASEMENT

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 Mechatosh. 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 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 ogress for such purposes.

The undersigned coverant 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 has 2003.	ads and seals this 13 day of Merch
Winess	Ray Fisher.
STATE OF OKLAHOMA)	
Before me, a Notary public in and for said County and State of appeared Lou Fisher	mithis 13 day of March, 20 personally
to me known to be the identical person who executed the within the same as free and voluntary act and deed for th	n foregoing instrument, and acknowledged to me that executed e uses and purposes therein the forth, a design to the control of
WITNESS my hand and seal the day and year above written.	Care a little
My Commission expires: 2444444 SW, 2005 Commission # 010010 US (Scal) FORM MUST B.	E NOTARIZED
X	

1-2013-210855 Book 0934 Pg: 159 12/11/2013 6:39 am Pg 0159-0168 Fee. \$ 27.00 Doc: \$ 0.00 Ronda Prince- Michael County Child



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 Tumpike, 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 ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("SNDA") is made as of the the 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,

#24

I-2013-210855 Book 0934 Pg: 160 12/11/2013 9:39 am Pg 0159-0168 Fee: \$ 27.00 Coc \$ 0.00 Ronda Prince - McIntosh County Clerk State of Oklahoma

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.
- Representations of Landlord and Tenant. Tenant hereby represents to and for the benefit of Lender that:
 - 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. <u>Subordination</u>. 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.

I-2013-210855 Book 0934 Pg; 161 12/11/2013 9:39 am Pg 0159-0166 Fee: \$ 27.00 Doo: \$ 0.00 Ronda Prince - Gridahoms

- 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.
- 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 Morigage 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 Foreelosure Event, Tenant shall attern 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. <u>Interpretation: Effect on Loan Documents</u>. 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.

I-2013-210855 Book 0934 Pg; 162 12/11/2013 9:39 am Pg 0159-0186 Fee: \$ 27:00 Doc: \$ 0:00 Ronda Prince - Micritosh County Clerk State of Oklahoma

- 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.
- Notices. Unless and except as otherwise specifically provided herein, any and all 7. 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 Tumpike, 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.

I-2013-210855 Book 0934 Pg 163 12/11/2013 9.39 am Pg 0159-0168 Fee: \$ 27.00 Doo: \$ 0.00 Ronda Prince - Mointown County Clerk State of Oldshorna

10. <u>Captions</u>. 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 bereof.

{Signatures on following pages}

I-2013-210855 Book 0934 Pg: 184 12/11/2013 9:39 am Pg 0159-0166 Fee: \$ 27.00 Doo: \$ 0.00 Ronde Prince - McIntosh County Clerk State of Okishome

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: Kak Kumus

By: UNIVERSE Name: Gary Fisher

Title: Trustee to the Roy W. Fisher, Jr.

Trust

STATE OF <u>Mahema</u>)
COUNTY OF <u>Tuka</u>

On the day of Novoker in the year 2013 before me, the undersigned, a notary public in and for said state, personally appeared Gary Ferry, 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.

STEPHANE R. WILCOM

Notary Public: Schanic & Misori My Commission Expires: 01501802 I-2013-210855 Book 0934 Pg 185 12/11/2013 9:39 am Pg 0159-0168 Fee: \$ 27.00 Doc: \$ 0.00 Ronda Prince - McIntosh County Clerk State of Oldahome

THEFAI	A BATTER.
I RAIN	ANI.

Witness: Kunkling

Diamond Toy

By: Name: Michael G.

Title: CFO

STATE OF NEW JERSEY

) 88:

COUNTY OF ESSEX

On the 24th day of November in the year 2013 before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett, 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. 77

Notary Public:

My Commission Expires: MICHELLE ZAKALIK

NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MANE 12

7

1-2013-210855 Book 0834 Pg; 188 12/11/2013 8:39 am Pg 0159-0168 Fee: \$ 27.00 Doc. \$ 0.00 Ronda Prince- Michigath County Clerk State of Orleghorms

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 Northwast Quarter (NW 1/4 NE 1/4), and the North Half of the North Half of the Southwest Quarter of the Northwast 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

For and in consideration of Ten and more Dollars (\$10.00) in hand peld, 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, after, 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 Michiosh, State of Oklahoma, to wit:

#25

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 unseen 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 litting a release of same in the county records.

1

in TESTIMONY WHEREOF GRANTOR herein has executed this conveyance this 12 day of Replember, 2004.

Fisher Flanching-Trust

By: Andrew S. Hartmen, Trustee

By: Andrew G. Wentland, Trustee

By: Andrew G. Wentland, Trustee

STATE OF OKLAHOMA, Meintush County

Filed for record on the 18 day

day

of Ton, 20 QS, at 130 M.

4.000

Filed for record on the 18 day of 700 20 05 at 200 M Book 093 at 700 Units. County Clerk

12 STATE OF OKLAHOMA) § COUNTY OF On 1944 this day of Dobbot., 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 seel the day and year first abgive written.

Ny Commission Spisos 16/27/67 Notary Public STATE OF OKLAHOMA

COUNTY 15 1 STATE On this day of September, 2004, before me, the undersigned, a Notary Public, in and for said county and state afgresald, personally appeared David G. Wantland, Trustee, known to me to be the identical person who executed the various personal pers FOR THESS WHEREOF, I have hereunto set my official signature and affixed my official sesi the day and year first above written. My Commission Expires 6-24-2007 Notary Public STATE OF OKLAHOMA COUNTY OF MALERA On 15 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 to begoing instrument and acknowledged to me that he executed the same as his free and voluntary act IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year shall blade written.

My Commission Expires Notary Public__ J#12 3006864 PRESERVE TERRITORIST . PROTOL

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

> 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-14B

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 SW4 & 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

Tex I.D. # 73-6237595

A



ne s sa philips i elite

1-2006-176723 Book 0766 Pg: 740 02/04/2006 11:18 am Pg 0740-0746 Fee: \$ 25.00 Doo: \$ 0.00 Diana Curtis- Mchitash County Clork State of Octahoma

THE PERSON NAMED IN

EXCURIT C

MEMORANDUM OF AGREEMENT

CLERK: Pleus ream this document to: Evergeter Tollier, ILC Cartie R. Brench 13704 Scath 12th Place Birthy, OK 74002 (918) 605-9906

This Memorandum of Agreement is entered into on this Docto 5.

2007, by sed between, David Wakafield Plaker, Chris Wester Fisher and Grey Wellow Fisher, as Trustees of the Fisher Reaching Trust, (hereinafter minred to as "Laser") and Evenymen Towers, LLC., an Chiahean Limited Liability Company, with officers 13704 Seath 18 Place, Birthy, OK 74008, (hereinafter referred to as "Lasers").

- 1. Lesser and Lesses entered into a Sim Grand Lesses Agreement ("Agreement") on the 5th day of Declarated 2007, for the purpose of installing, opening and resintaining a radio occasionalizations facility and other improvements. All of the freezoning are set froth in the Agreement.
- 2. The tenn of the Agreement is for Five (5) years commercing not later than the 1st day of Merch, 2007 or the start of construction, whichever first courts ("Commercial Daty"), and terminating on the fifth (5") analysisary of the Commercian Unio with these (3) successive Five (5) your options to renew.
- The Land which is the subject of the Approximation of the Land being leased to Lease (the "Promises") is described in Enhance it excited hereto.
- AN WITNESS WHEREOF, the parties here executed this Memorarchus of Agreement us of the day of Occasion 2007.

LAROUR: Paker Ranching Trust	LONGE: Everymen Tewers, LLC.,
By. Chito un tre. Julius	at the first terminal of the state of the st
Name: Chris Westen Fisher, Trestee	Name: Curtis R. Bruesh
1,119.107.	Title: Member
Date:	Date: 12-5-07

Sito Name: Viviao

j.

By Dosnie Horagill Tenter

Name: David Wakafield Fisher, Trustee

Dy: AFF

Name: Gary Wallace Fisher, Treatee

Des 1127 27

1-2008-176724 Book 0796 Pg: 741 02/04/2008 11:16 sm Pg 0740-0746 Fest: \$ 25.00 Doc. \$ 6.00 Diane Curito- Michigan County Clerk 8529 of Ont-home

.....

The second secon

Site Nega: Viving

A Company of the Comp

VCKOKORA no Kolasnisa is

I-2003-170724 Book 0798 Pg: 742 0204/2306 11:16 am Pg 0740-0746 Fet: \$ 25:00 Doo: \$ 0.00 Diana Curlis- Meintorh County Clark Siste of Oldshotte.

and the publication of the con-

(COUNTY OF Ackald)

On this 19 day of Ala Dember 2007, before use the undersigned Notary Public, personally expected Chris Wester Picker, to me known to be the identical pursue who ensemed in executed the mane of the major thereof to the within end flavorating instrument and acknowledged to me that they executed the mane as their free end voluntary not sent dead, in the expectity and for the uses and purposes set forth therein.

Given under my band end neel the day and year first written chove.

Normalia Moralia Maria Maria

OUNTY HAT

Hotory Public in And for the State of Carons 18

Commission expires: May 25,2010

Site Name: Vivian

(STATE OF OKLA Home)

1-2008-176724 Book 0798 Pg: 743 02/04/2008 11:16 am Pg 0740-0748 Foe: \$ 25.00 Doo: \$ 0.00 Diane Curlio - Michigan County Clerk State of Okshorna

On this 20th day of <u>NOY Error SEC</u> 2007, before one the undersigned Notary Public, personally appeared Devid Welmfield Flaber, to run known to be the identical passers who ensemble in the name of the maker thereof to the within and flavorable fratement and astronomical to me that they exceeded the same as their five and voluntary act and dood, in the capacity and for the was each purposes set forth therein.

Given under my head and seal the dey and year first written above.

(SEAL)

CUPTIS P. BRANOM Notary Public State of Cicishome Tules County Commission & 07001804 by Countries Endow Peb N. 2011 Notary Public in

And for the Steep of OKLAHorn A

Commission expires: 2/2//2011

Site Name: Vivian

(COUNTY OF TUSA)

I-2008-176724 Book 0798 Pg: 744 02/04/2008 11:16 am Pg 0740-0746 Fex: \$ 25.00 Doc: \$ 0.00 Dione Carts - Microtech County Carts State of Colorons

On this 2 FF day of NARE-LOUV. 2007, before no the colorsigned Notary Public, personally expressed Gary Welliese Fisher, to use known to to the identical persons who executed in the nasher thereof to the within end foreyoing instrument and automobiled to me that they executed the same as their free and voluntary extend dead, in the capacity and for the uses and purposes not forth therein.

Given under my head and seed the day and year first written above.

(SEAL)

STEPHALIE H. DUGGHIG News of Children Tales County Continues of 07401632 By Commission & 07401632 By Commission & 07401632 Notary Public in
And for the State of CYON

Commission applies FLb 21 2011

Site Neme: Vivien

A4 - 18/40 4

enter the comment of the comment of

anni paten (felor 10 - et sa particilari es tera 2000 a tratifiditare - es editati

(STATE OF CELAHOMA)

(COUNTY OF TULSA)

F2008-176724 Book 0798 Pg: 745 02/04/2008 11:16 pm Pg 0740-0746 Fax: \$ 25.00 Doc: \$ 0.00 Diens Curite-Meritish County Clark State of Charlottes

The second of the second

Contract of the Contract of th

On this day of December 2007 before an the restraigned Notary Public, purchashly opposed Cartic R. Brench, Monthly, Evergreen Towers, LLC., on Objections Limited Liability Company, to me known to be the identical purson who executed in the mann of the maker thereof to the within and foregoing instrument and asknowledged to not that he convoided the sense as his five and voluntary not and deed, in the reparally and for the near and purposes set forth therein.

Given under my hand and real the day and year fant written above.

(SEAL)

The state of the s

dictioni P. Hayy

Notery Public in and for the Stain of Oblehome

Commission explice: Feb. 21 2011

Site Name: Vivine

e esy

Vivian

Material of the second of the second second

EXHIBIT A

DESCRIPTION OF LAND

I-2008-178724 Book 0798 Pg: 746 02/04/2008 11:16 am Pg 0740-0748 Fes: \$ 25.00 Doc: \$ 0.00 Diene Gurls- Michigath County Clerk State of Oldehoma

to the Agreement dend <u>Does Lar 5</u>, 2007 by and between David Welmfield Pisher, Chris Westen Fisher end Guy Walloo Fisher, as Treateen of the Fisher Ranching Treat as Lesson, and Evergreen industries, LLC., an Oklahoma Corpersion, as Lesson.

The Land is described and/or depicted as follows (nactor and bounds description): a 560° x 500° percel of land located in,

The Northwest Quester (NY/4) of the Northeast Quester (NE/4) of Section 33, Township 10 North, Rouge 15 East, Maintanh County, Okishowa

Site Name: Vivisa

I-2011-200307 Book 0888 Pg: 238 IO/26/2011 10:36 am Pg 0239-0244 Fee: \$ 23.00 Doe: \$ 0.00 Diana Curtis - Microsoft County Clark State of Oldshorm

MEMORANDUM OF AGREEMENT

CLERK: Pieuse return this document to:

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



This Memorandum of Agreement is catered into on this 21st day of 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, Enfauls, 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, Tulas, OK 74119, (hereinafter referred to as "Lessor").

- 1. Leason and Lessee entered into a Option Site Ground Lease Agreement ("Agreement") on the 2157 day of 1000 and 1000 an
- 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 (5th) anniversary of the Commencement Date with five (5) successive Five (5) year options to renew.
- The Land which is the subject of the Agreement is described in Exhibit A sunexed hereto. The
 portion of the Land being leased to Lesses (the "Pramises") is described in Exhibit B annexed hereto.

Site Name: Vivian

17

21st day of April 2011.	we encoused this Memorandum of Agreement as of
By: David Wakefield Fisher, Trustee Date: 3/3///	Ranch Creek Hotslings, LLC an Oklahoma Limited Liability Company By:
Name: Gary Wallace Fisher, Trustee Date: 4/7/1/ By: 4/7/1/ Name: Chris Weston Fisher, Trustee Date: 3/3/16	I-2011-200307 Book 0888 Pgr 240 10/26/2011 10:95 sm Pg 0239-0244 Foe: \$ 23.00 Doo: \$ 0.00 Diene Curlis - Membesh County Clark State of Oldshorns

Site Name:

Vivian

1-2011-200307 Book 0888 Pg: 241 10/29/2011 10:35 cm Pg 0239-0244 Fee: \$ 23.00 Doo: \$ 0.00 Diena Curis - Marinoth County Clerk

ACKNOWLEDGEMENTS

STATE OF Oklahoma)	1
COUNTY OF Maducish	a
	2011, before me the undersigned Notary to field Fisher, Trustee, to me known to be the identical percen who ed to the within and foregoing instrument and seknowledged to me and voluntary act and deed, in the espacity and for the uses and
Given under my hand and each	the day and year first written above.
The state of the s	Notary Public in And for the State of Oklahoma Commission expires: 4-7-65
STATE OF Chalemay	!
	1
COUNTY OF Mcale (05/1)	ì
executed in the same of the enviror theme	2011, before me the undersigned Notary of Fisher, Trustee, to me known to be the identical persons who of to the within and foregoing instrument and acknowledged to me and voluntary act and deed, in the capacity and for the uses and
The All Control of the All Contr	Notary Public in Oklahome Commission expires: 4-7-5

Site Name: Vivian

1-2011-200307 Book 0888 Pg: 242

42011-200307 BOOK GOOD PT 244 10/28/2011 10:35 am Pg 0239-0244 Fee: \$23.00 Doo: \$0.00 Diana Curte- Metroph County Clark 9855 of Clashomo STATE OF CHANNA COUNTY OF THE KA) On this The day of Pale 2011, before me the undersigned Notzry Public, personally appeared Gary Wallace Fisher, Trustee, to see known to be the identical persons who executed in the same of the maker thereof to the within and foregoing instrument and ecknowledged to me that they executed the same as their free and voluntary set and deed, in the capacity and for the uses and purposes set forth therein. Given under my hand and soal the day and year first written above. (SEAL) ETEPHANIE R. WELSON Notary Public in And for the State of Octoborno Commission expanse: STATE OF OKLAHOMA) COUNTY OF TULSA Given under my hand and seal the day and year first written above. (SEAL) Notary Public in and for the State of Oklaho Commission expires: 2 21 7019

Site Name: Vivian

EXHIBIT A

DESCRIPTION OF LAND

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

The land is described and/or depicted as follows (motes and bounds description); a 60° x 60° percel of land plus excements for guy wires and utilities located in;

The Northwest Quarter (NW/5) of the Northeast Quarter (NE/4) of Section 33, Township 10 North, Range 15 East, McIntosh County, Oklahoma

I-2011-200307 Book 0868 Pg: 243 10/26/2011 10:35 am Pg 0239-0244 Fee: \$ 23.00 Doo: \$ 0.00 Diana Curtis - Mejraph County Clerk Seate of Okahoms

Site Name: Vivian

1-2011-200307 Book 0538 Pg 244 10/25/2011 10:35 am Pg 0239-0244 Fee: \$ 25.00 Doo: \$ 0.00 Diene Curtis - No Intoet County Clerk State of Cidonama

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated, 2 2011, by and between David Walcefield Fisher, Chris Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust, as Lessor, and Ranch Creek Holdings, LLC, an Oldehoma limited liability company, as Lessoe.

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 pert of the Southeast Quarter (SE/4) of Section 33, Township 10 North Runge 15 Rest of the Indian Meridian, Melatosh County, Oklahoma as described in Document No. 1-2006-0klahoma; said tract being more particularly described as follows:

Commencing at a 3/8" iron rod found for the Southwest corner of the Southeast Querter (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 corper 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

Conser also being 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′35′35′35′ W perallel to the North line of said SE/4 a distance of 500.00 feet to the Point of Regimming. Containing 250,000.00 square feet or 5.739 acres

A 40.00 foot wide easement for ingress, eigress 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; seid 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 Southcast 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°23'42" 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 Bertinning: Thence N 03°21'41" W a distance of 374.54 feet to a point; Thence N 01°22'37" W parallel to like West line of said SE/4 a distance of 1754.83 feet to a point; Thence N 58°37'51" B 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 Lesse Sin. 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 0934 Pg; 185 12/11/2013 11:02 am Fg 0185-0189 Fee: \$ 21:00 Doo: \$ 0.00 Rondo Princes Control County Chart

Prenared by: Diamond Towers IV LLC Legal Department 820 Morris Tumpike, Suite 104 Short Hills, New Jersey 07078

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

Site Name and ID; Vivian OK013 Percel 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 19th 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



I-2013-210858 Book 0934 Pg. 188 12/11/2013 11:02 mm Pg 0185-0188 Fee: \$ 21.00 Doc: \$ 0.00 Ronda Prince - Michigat County Clerk State of Oklahoma.

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. <u>Assumption.</u> 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 Assignce.
- 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)

I-2013-210858 Book 0934 Pg; 187 12/11/2013 11:02 mm Pg 0185-0189 Fee: \$ 21.00 Doc: \$ 0.00 Ronda Prince - Michaboth County Clerk State of Oktationne

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

ASSIGNOR:

BRANCH TOWERS, LLC a Delaware limited liability company

By: Curtis Branch lts: President and CEO

STATE OF OKLAHOMA
COUNTY OF CLUCA
SS:

On the 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

NOTARY PUBLIC PARTY OF OKLANIA

Notar Public: USSICA ALOKAL
My Commission Expires: FILE IL

I-2013-210858 Book 0934 Pg: 188 12/11/2013 11:02 am Pg 0185-0189 Fee: \$ 21.00 Doc. \$ 0.00 Ronda Prince- McInipah County Clerk State of Oldahoma

ASSIGNEE:

DIAMOND TOWERS IV LLC, a Delaware limited liability company

By: Michael G. Brett Its: Chief Financial Officer

STATE OF NEW JERSEY
COUNTY OF ESSEX
SS:

On the first 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 LL.C., 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 untitled above

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 Ronde Prince - Mointoit County Clerk State of Oldshoms

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, McInsosh 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 "day of Licenter, 2011 by sed between Rauch Creek Holdings, LLC, and Branch Towns, LLC

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, Chriz Weston Fisher and Gary Wallace Fisher, as Trustees of the Fisher Ranching Trust lessed a portion of land located in the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Northsact Quarter (NE/4) of Section 22, Township 10 North, Range 15 East in the County of McIntesh, State of Oblahama (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 Brench Towers, LLC all of its right, title and interest in and to the Lease, as well as these certain governmental licenses, permits and approvals which are attached hereto as Exhibit B (the "Government Approvals"); and

WHEREAS, Branch Towers, LLC achieveledges 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, THEREPORE, in consideration of the foregoing recitals and the covenants act forth below, the sufficiency of which are hereby acknowledged, the undersigned parties do hereby covenant and surce as follows:

- I. Rench Creek Ecidings, LLC's Assignment of Rights, Title and Interest. Ranch Creek Holdings, LLC hereby transfers and assigns to Brench Towers, LLC all of its right, title and interest in and to the Leves, 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 Essuch 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 atstus or enforceability of any such Government Approval.
- 2. Branch Towers, LLC's Assumption of Chilgations. 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 Rench Creek Holdings, LLC under the Lease.



I-2012-201218 Book 0861 Pg. 824 01/08/2012 11:21 sm Pg 0824-0850 Foe: \$85.00 Doo: \$0.00 Diana Curits - Michigah County Clark Ballo of Oksanorna #30

- 3. Branch Towers, LLC's Representations. Branch Towers, LLC represents and warrants that this Assignment is duly executed by Cartia Branch, is duly authorized by all requisite actions of Branch Towers, LLC and is the legal, valid and binding obligation of Branch Towers, LLC enforce-ble in accordance with its terms.
- 4. Ranch Creek Headings, LLC's Representations.

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

b. The Leave 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 is 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 definit 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. Reach Creek Holdings, LLC represents and warrants that this Assignment is duly executed by Ranch Creek Holdings, LLC, is duly authorized by all requicite 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 end hold Reach 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 attioneys' fees) which Ranch Creek Holdings, LLC may insur, or which may arise or result from (i) Branch Towers, LLC 's use or occupancy of the Site pursuant to the Lesse, or any other use if not permitted by the Lesse 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 Lesse 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,

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

F-2012-201216 Book G881 Fg: 826 01/06/2012 11:21 am Pg 0824-0850 Fea: \$ 65.00 Doo; \$ 0.00 Diene Curite-Meinbark County Clark

To RCH:

Reach Creek Holdings, LLC

1516 South Boston Ave, Suite 115

Tules, OK 74119

- 8. Texas. 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(ice) 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.
- Eastire Agreement. Breach Towers, LLC and Ranch Creek Holdings, LLC agree and acknowledge that this constitutes the full agreement between Breach Towers, LLC and Ranch Creek Holdings, LLC.
- 10. Capitalized Terrats. All capitalized terms used herein chall have the meanings ascribed to them in the Louse unless otherwise defined herein.
- 11. Miscoliascous. This Assignment shall be binding upon and impre 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 becomed be waived, except in a written document, signed by the portice hereto.

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

WITNESS/ ATTEST:

Rench Creek Holdings, LLC, an Oklahoma limited liability company

Name: Curtis Branch

Title: Managing Member/President

WITNESS/ ATTEST:

Branch Towers, LLC,

a Delawere limited liability company

Name: Curtis Breach Title: Managing Member

1-2012-201218 Book 0891 Pg: 827 01/09/2012 11:21 mm Pg 0824-0850 Fee: \$ 65.00 Doo: \$ 0.00 Dians Curris - Majnicoti County Clark Bible of Organisms

1-2012-201216 Book 0891 Pg: 828 01/06/2012 11:21 am Pg 0824-0850 Fes: \$65.00 Door: \$0.00 Diana Curfe: Methods County Carle

STATE OF OKLAHOMA, COUNTY OF TULSA, se:

I HEREBY CERTIFY that on this 54 day of December " 2012, Curtis Branch personally came before me and acknowledged that he is the Managing Member/President of Reach Creek Holdings, LLC an Otlahoma 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. Notary Public My Commission Expires: 2 21 2015 STATE OF OKLAHOMA. COUNTY OF TULSA, 28: I HEREBY CERTIFY that on this SW day of Becomber 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. Notary Public My Commission Expires:

EXHIBIT A

LEASE AGREEMENT

1-2012-201218 Book 0691 Pg: 829 01/06/2012 11:21 am Pg 0824-0850 Fee: \$ 86.00 Doo: \$ 0.00 Diama Curlis - Montanin County Clerk Size of Oldshome

OPPEDING STYL GROUND LEASE AGREEMENT

This Lease Agreement ("Agreement") to entered into this Agril 2(2011, between Resch Creek Holdings, LLC, on Ciclebran limited liability surgeon, ("Lange"), and David Weinshold Plaker, Chris Wester Picture and Cary Wellace Fisher, as Trustees of the Picture Resching Treet ("Lange"). For good and valuable consideration the receipt and sufficiency of which is bereity adjusted days, the parties bereit agree on follows:

- 1. Examine beliefect to the following terms and terrificious, Leaver beases to Legrer a posture of the real property (the Leaver) described is the estudied Richibit A. Leaver's two of the Property shell be Besited to that persises of the Property shell be Besited to that persises are depicted in attached Hambit B (solicatively referred to invalent on the Leaves."). The Province are located all in the Maximum Querter (NWM) of the Maximum Querter (NWM) for the Maximum Querter (NWM) as the State of Querter (NWM) as the State of Querter (NWM) as the State of Querter (NWM) in the State of Oktobern, and comprises approximately a 60° x 60° panel and to leaked in more, agrees and utility casesment, plus casesments to gayed wind scaling (3) 16° x 23° spoten for the payed points.
- 2. These is combination of Longs granting London for Option, London bently agreed to pay London the mass of Pier imminist and no/100 Dellans (\$300,000) ages measuring of the Agreement. The Option will be for a tage of one (1) year (the "initial Option Tenn"). The ways of the Agreement shall be Piev (5) years commencing not later than the 1" day of October, 2011 ("Commenced half") and samplesting on the Pier (12) and commenced but the "Pares") unless otherwise temples as provided in Principal 16. Lames will have the option to exceed for Tenn for Pier (5) assessed for (5) year pariseds (the "Longon Linear") (as the most fence on conditions on set first barrier, This Agreement deal constants and the cash assessed for Tenn solars Longon softline Longon of in iniciation not to unusules its option to manufes its option to be acceptable of the days existing Tenn or Removed Tenn.
- 3. Combination: This Agreement is subject to the defending occatinguesiss:
- (a) Large shall obtain all governmental licenses, paradic and approveds required for its use of the Promises.
- (b) Losses may parform some or all of the following contribute ("Parameted Activities"): surveys, protractional cold buriage and environ. Place I conformated smiles, bureautry curveys, this countries, ratio propagation studies and outs other lasts and interactions of the Property which Losses may down accounts or advantate, which studies SHALL NOT reveal obstractions, encroppingers or denses which Losses determines would interacte with Losses's interactions on of the Property. Lesses occasion to Losses, in employees, against and independent constructions outsing upon the Property and performing the Permitted Activities. Lesses against an again may decrease to the Property that outside have been consend in operatorized with any of the Property Acquities.
- 4. Rent Wilsia 15 days of the Commencement Date and within five (5) days of January 1 of each year theoretics, Leaves elect pay to Leaves as anomal rent Seven Theoretics Proc Handred and no/100 Dollans (\$7,500.00) ("Leav"). Rent for any functional year at the beginning or end of the Team or Empowed Team obtain to present. Rental payments for each Renewed Team shall be increased at the nonreconnectical teach Renewed Team or that the increased of the nonreconnectical rental Renewed Team or immediately presenting Renewed Team, as applicable
- 5. Heg The Pressions remy be used by Lourse for any notivity in convertion with the provides of communications services. Leaves agrees to expensio with Leaves, at Leaves's expense, in making application for end obtaining oil finance, permits and only and all offers necessary approvals that may be required for Leaves's intensive use of the Premises.

Site Name: Viving

I-2012-201218 Book 0891 Pg: 831 01/08/2012 11:21 pm Pg 0824-0850 Fes: \$66.00 Doo: \$0.00 Dietra Curit - Michigo-In County Chris Smits of Uniforms

6. Englister Untilder Assets

- (a) Lorent has the right to maintain and operate on the Promises a telecommunications facility, including without limitation, an enterest term or pris and formation, within some, treatment facility, closestoned explanation within the content of property operating opplyment and arrestant decrete ("Lama Radia"). Lease her the first of sall want macroscopy to property and maintain and after the Promises to License's business operation. All of Lorens's constructions and institution work whell be performed at Lorens's roke ones and corporate and in a good code works while attending to the sall of Lorens's conjugate to the paint we may operate of Lorens, ordered statement of the arresty test for paint we may operate of Lorens a copy of the final survey within the (5) business days of extension of the arresty to Lorens for the survey. Upon Lorens's follows to request in writing to Lorens's proposed analysis within the (5) business days, the survey will be decreased approach of the provision to the constant, Lorens's for the survey of the first operation of the survey. Lorens for the survey of the first to approach and approximate to want of any provision to the constant, Lorens's to long the first to approve the plant and approximate to want of any forms that purey conder (Pation Charles) on long on the Promises.
- (b) This to the Lorent Parlitter shall be hold by Letters. All of Letters Parlitter shall remain Letter's personnel property and are not theren. Letters has the right to receive all Letters Parlitter at in color capeans on or believe the application or entire terminating of the Agreement provided Letters repetite any family of the Parlitter. Letter returned, Letter vertices my first injurity here contemping the arrangements with femicing matter, the familiary with a third party first one of the Letter to the Letters of Letters of the Letter
- (c) Lanco that pay for the electricity it consumes in its operations. Lower shall have the right to subsective electricity and other unitates there are subsective on the Property. Lecture represents to many the respical by sold stillity companies to provide such services. Any executed spaces for each power or other milities will be at a location accomplish to Lecture and the survicing utility company, and deal was with the Term and Represel Terms of the Agreement.
- (4) Leaves, Leaves's compleyees, egents, orienteering, leaders and invites shall have access to the Premises without netics to Leaves to the transity-day (24) havet a day, sover (7) days a week, at no charge, Leaves greets to Leaves, and in agreet, employees, occasedors, greets and trainers, a new-modules right and extensest for pedestrian and valuation largest and operat access that parties of the Property described in Relabit 3.
- (a) Laster address ladge that Lasters has or well actor into partials formulal comments with extein formulal implications as a standard with extein formula in a ("included"), eleptions of the content of the content will take a constitution of the content of the content will take a constitution of the content of the content will take a constitution of the content of the content will take a content of the cont
- (f) Longer feether relative highest and supersonte that Legens will achieve a portion of the Propries as well as spece on the constructed Tower to Potest Continue for placement of extent and communication equipment upon the Premium and the occurrenced Tower. In occusation throws:

 [1] Legen construction of the Premium and the occurrenced Tower. In occusation throws:
 [6] Legen construction.

Site Name: Vivien

1-2012-201216 Book 0891 Pg: 632 01/08/2012 11:21 am Pg 0824-0850 Fige: \$ 65.00 Dog: \$ 0.00 Diana Curtis - McIntoph County Clark

planement of Peters Camiers' minima and accommination operates and a theoreticines and represents that the Lorent Commin, so distinct bursts, shall be build to bound of the Peters Camiers, their localizes and their accommens and amigns.

- 7. Interference Lawren shell not now the Premiers in any very which interferes with the use of the Property by Lawren, or imment or licensees of Lawren, with rights to the Property pole; in these to Lawren's claim under this Agreement, including gravitationaries. Bindbudy, Lawren shell not ten, mor shell Lawren's properties of his course, including parties of Lawren's properties in any way which interferes with the operations of Lawren. Such interference shell be descend a restorial hundred by the interfering party, who shall, upon radios from the other, he responsible for resoluting cald interference. In the event any such interference does not once within twenty-four (24) interest of results of auties, the parties actionwheeless that continues have been interference any cases incorporable followed, therefore, the injuried party shall been the right, in addition to any where tights there is may have at law or in equity, to holog acides to explain much interference or to terminate the Cla Agreement intercellately upon necks.
- 5. Time Leaves shall pay may postered property trace accessed on, or may person of such some attributable to, the Leaves Fundation. Lower shall pay when don all sed property trace and all other floor and successions attributable to the President.
- 9. Hand Hormann in consideration of the Premium and other valuable consideration, the receipt and confideration of control of the Premium and other valuable control of the concessors and analyse, to set all times indemnify Learner, their heirs, concessors and enterior, assisted thy end all chiese, takes, colors, data, damage, allower, their heirs, concessors and enterior, assisted they control of any nature valuables of their control of the Learner for their control of the Learner for their control of the Learner for their control of the control of the Learner for their control of the control of the Learner and all chiese or intentional acts of Learner, the completent, agents or independent controls. Learner agents to defend, intermetry and held hereafter Learner than and all chiese or held the property overlating the Premium by Learner, Learner agents, and promittee or low third newton.

10. Continuedos

- (a) If the Premiers shall be exquired by the right of condemention or resistant densate for may public or quasi-positio one or purpose, or add to a condement codestry renter a threat of condementation, then the turn of this Agrangest shall cross and Serecisain on at the date of title venting in each presenting (or cale). end all matels thall be paid up to that date.
- (b) In the creat of any conformation, using, or sale, whether whole or period, Lessor and Lessor shall be estimate to receive and remain such separate accordant had positions of home own awards as may be allocated to their respective fatorests in any conformation proceedings, or at may be otherwise agreed. Turnshastless of this Agreement shall not offer the right of the period to each awards.

Authoraseasts and Subbanto

- (a) Lancoursey and an easy part of his interest in this Approximent or in the Promises without the prior written account of Lancourse inject to the antiques accounting all of Lancours chilaritous berein and exhibit to very flavourity's interest, if any, in this Approximent as set forth in Promptyh 6 shows. Lancourse upon written action to Lancour, subject to the configure securing all of Lancourse chilarities berein, landstrag but not limited to, those set firsth in Promptyh of obove. Lancourse, which is a supplied to the interest to make a manufacturity of the promptyh to make a manufacturity. without Leneer's content, points or license all or ony perties of the Frenches to one or more architec.
- (b) Notoriferanting capthing to the operatory operatored in this Agreement, Lorent very seeign, mortgage, plating, hypothesis or otherwise transfer without Lorent's content Lorent's interest in this Agreement to very flavoring outly (nevertee, noticentively returned to as "Margament") to whose Lorent (i) has obligations for homoured manny or in respect of guaranties thereof. (ii) has obligations evidenced by beads, debarrance, notes or shalls instrument, or (iii)

Rite Marter

Vivien

has obligations under or with respect to betters of exolit, beaters acceptances and similar finition or in respect of government thereof. Leaves that give volumes notice to Londor of any such assignment, mortange, piedge or transfer of Lanuer's interest in this Agreement.

- (a) Learn upons to scally Leaves and Leaves's Minitgagers simultaneously of any default by Leaves and to give Martyagers the same right to care any default as Leaves, except that a error period for any Martyages shall not be less than ten (10) days after the receipt of the deduct ratios. If a terminolicu, distilluration or miscaline of the Agreement by Leaves pursual to any leave (holdering any bankurgary or fundament him and on the Theory hand conservation, Leaves will give to the Martyagers for the transfer to conservation the Perminos during a thirty (20) day sected conservating upon the Martyagers' receipt of each notion for the purpose of remarking Leaves's Pacifides. Leaves administration of this Agreement.
- 12. West rate of Dife and Gulet Relations of Leaser weers to their (i) Leaser over the Property in few stores has depicted as the contribution of assert favores the Property in few and above of all lease, recombination and rescriptions of the Contribution of the Represent on the stores of the Leaser fact to read on a partie of the Agreement; and performing all the terms, excesses and agrees with Leaser fact to be observed and performed, Leaser may received, and quietly major the Property of the terms, excesses and read performed, Leaser may receive the Leaser of the Property of the terms of the Property of the terms of the Property of the terms of the Property, and each leaser than not distinct Leaser's use or presenting of the Property in the event of a forceleaser, and each leaser and shall not join Leaser as a party definition to any each femaless in the event of a forceleaser of each lies and shall not join Leaser as a party definition to any each femalessum proceedings, so long as Leaser is not in definit under the terms of this Agreement.
- 13. Remain: Loreste chall not be required to make any repoles to the Promises or Property update make repoles chall be measurable by season of the definal or maginot of Lorest. Recept as set forth in Prograph 6 above, upon expiration or termination instead, which a removable time after termination or expiration of this Agreement, Lumns shall remove its purposed property.
- 14. Eletters All notion, request, demands, rest proposeds and other constraintions becomes shall be investig and shall be demand given if commently delibered or realized, contilled shall be demanded by delibered or realized, contilled shall notice receipt requested, or cast by consuligis centies to the following addressed:

If to Lanear, to:

Bloker Rossaking Trust BC 63, Box 144 Balania, OK 74432

with a copy to:

If to Lemma to

Sauch Creek Heidings, LLC
1717 South Benider Avenue, Seite 301
Trins, CE, 74119
Tut. 913-949-4551
Par: 913-959-4557
1-2012-201216 Book 0401 Pg: 835
01/08/2012 11:21 am Pg 0824-0850
Diane Carts - Molitical County Clerk
Sints of Carlotte

15. Honordon Materials Laures represent, were not soul coverage to Laures feet Laures shall at no time during the Trem and very laureral Term of this Agreement two or pennist the Previous to be used in violation of any Environmental Expeditions. Leaves shall not introduce any Environmental Expeditions. Leaves shall not introduce only Environmental Expeditions. Leaves power instactor, propose and cash other property should remain and coverage of comments associate pand in the telepocamental and coverage. Leaves represents, warmen and coverages that the Transfers and Property have not been used for the generation, storage,

Sia Name Vivian

I-2012-201216 Book 0691 Fg: 834 01/06/2012 11:21 am Pg 0824-0650 Fee: \$ 65.00 Doc: \$ 0.00 Diana Curita - Mointash County Clerk Scale of Octaments

tensioned or disposal of Hermitian biotechsis. In addition, Lower represents, reasons that no Hammitian Methods or misappeared obseque tanks are located on or near the Premiers or Property. During the Town and any Resource Term, Lower shall busines, excess and disposes of all Essentials of beings cate the Premiers in acceptance with all induced, cited and local letter and established, and doubt impose on my leaves, firstness or other party using only parties of the Premiers the name obligation. If Hammitian are deposited as a result of any out or exclusion of Leaver, Leaves shall have the right to tensions that Agrantian, and Leaver shall inducedly seed hold Leaver humans there say and of sixteen mising out of earth Resource. In the state of any out or exclusion of the preparety in the name of contractions of the Agrantics. For the preparety of these provisions, "Hammitian Intension," means any observed, pollution or tension that is presently identified as hereadows, took or described and provision of the District and Leaver and position of the Premient and Leaver and position or described and leaver and leaver of the Premient are leaver and leaver of the Premient and leaver of the prevention or fire Union States and the State others the protection of the evidence of polistion or the protection of the evidence and polistics of relation to the prevention or elevation of the evidence of polistics or their protection of the evidence and leaver of the protection of the evidence and the state of the protection of the evidence of the protection of th

This Assessment in the process of the Lange, to be a process of such default on the constraint of the

17. Milerellanasa:

- (c) This Agreement equities to end black the laster, entercoors, extractors, personal representatives, administrators and designs of the pursue to this Agreement.
 - (b) This Agreement is governed by the lens of the State in which the Pressbac are located.
- (c) Leasor ogress promptly to concesso and daliver to Leason a recordable Mannesodium of this Agreement in the from of Reliable C; Leason advantations that any Manneson of Leason, in color to protect such histographs, behavior with respect to Leason's Internets in this Agreement and Leason's Poolity, may tile or several much decreases that a protect in the decrease and Leason's Poolity, may tile or several much decreases that a person and or extracting on its measure and leason of each biorgapers.
- (d) Lessor agrees to use the best eithers to obtain a Subardination, Non-disturbance and Attornessant Agreement in the firm attached as Infeling D homes.
- (e) This Appearant (including the little) constitute the recits agreement between the poster and supraneles oil point within and wabal agreement, representations, practice or understandings between the parties. Any commission to the Agreement work to in writing and curvaint by both parties.
- (f) If any provision of this Agreement is invalid or unosizeneshie with suggest to any purty, the remainder of this Agreement or the application of each provision to present other than those or to when it is held invalid or essentiate orbit, will not be affected and each provision of this Agreement will be valid and cathereshie to the follow enterpresent will be valid and cathereshie to the follow enterpresent of this Agreement will be valid and
- (g) The proveding party in any solice or proceeding in court or expinsily agreed upon arbitration proceeding to enthrop the terms of this Agreement in entitled to receive its researchis attenuage' feet and other researchic cohoroment agets and exposure from the non-prevailing party.

Site Name: Viving

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

Linear LESSEE: Fisher Ranching Trust Ranch Creek Heidings, ILC on Oklahema Limited Liability Conspany Name: David Wakefield Fisher, Travers Name: Certis Broatch 3/31/11 Tide: Member I-2012-201218 Book 0891 Pg: 895 01/08/2012 11:21 am Pg 0824-0850 Fog: \$ 65:00 Doc: \$ 0.00 Dians Curta- Melitanih County Clark State of Okiahoma Nume: Gary Walless Plains, Troppe

Site Name: Vivine

Name: Chris Westers Figlier, Transco

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated Agr. 1 2/ 2011, by and between David Walanfield Private, Chris Westen Haber and Gary Walanfield Plaber, as Transves of the Plaber Reaching Tract as Lemon, and Ranch Creek Holding, LLC, as Offichams limited highling company, as Leases.

The land is described sudjer deploted as follows (motes and bounds description): a 60° z 60° percel of land plus consumers for gay when and utilities located by:

The Maximus Quester (MWM) of the Maximus Quester (NEM) of Section 33, Township 10 North, Range 15 East, Maximus Cassay, Chiragana

1-2012-201218 Book 0801 Pg: 838 01/08/2012 11:21 sm Pg 0824-0850 Fee: \$ 65.00 Doc: \$ 0.00 Diana Curilia - Michigan County Clark State of Cristians

Site Name: Vivian

I-2012-201216 Book 0881 Pg: 637 01/08/2012 11:21 am Pg 0824-0850 Fee: \$ 66.00 Doo: \$ 0.00 Clans Curls - McInters County Carls Size of Okshoms

क्षाहिद्योग ह

RESIDENCE DE L'ANTENERS

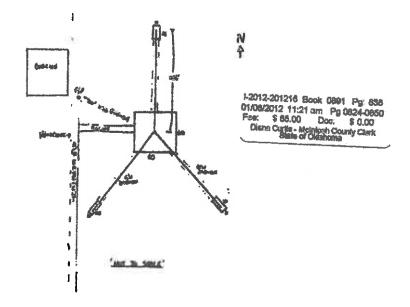
to the Agreement descrit. Agail 21 2011, by and between David Welcofield Fisher, Chris Weston Fisher and Gury Weston Fisher, on Trustees of the Fisher Reaching Trust on Lesson, and Ranch Creck Holdings, LLC, so Oktoberon limited listelity exceputy, as Lesson.

The Promises try described unifer depicted as follows:

60' X 60' percel, and to include ingress, egress and stility easements plus energents to guyed wires and three (3) 10' x 25' spaces for the guyed poluts

to be determined by furvey and approved, in writing, by lesson and likely, and attacked bereto and made a part releas.

Site Name: Viving



- Notes:

 1. This Bukhist may be replaced by a land survey of the Premiers case it is exceived by Lessee.

 2. Settleck of the Premiers form the Lead's benediates shall be the distance required by the applicable governmental enthanties.

 3. Width of access read shall be the width required by the applicable governmental enthanties, including police and fire departments.

Site News:

Vivina

- 1 Mar 4 - 40

MEDICULANDUM OF AGREFMENT

CLERK: Please rotors this document to:

was a passing

Result Crock Holdings, LLC Atta: Cartis Breach 1717 South Boulder Ave, Suite 301 Tulen, OK 74119 (918) 949-4551 1-2012-201216 Book G691 Pg: 839 01/06/2012 11:21 cm Pg 0824-0850 Fee: \$65.00 Doo: \$0.00 Diene Curte- Micharth County Clerk

This Managandess of Agreement is entered into as this 200 day of Age 1 2011, by and between David Walantel Friant, Clais Western Fisher and Gary Welloop Fisher, as Training of the Fisher Ranching Trees, with an advisors of EC 31, Box 144, Erfants, OK 7432 (hereinstain referred to as "Lasers") and Ranch Counk Heldings, LLC, on Oktoborne Senting Solidity company, with offices at 1717 Scoth Boulder Avence, Suite 301, Tales, OK 74119, (hereinstain referred to as "Lasers").

- 1. Leaver and Leaves control into a Option time Operari Leave Agreement ("Agreement") on the Agreement of Agriculture and Agreement, 2011, for the purpose of installing, operating and metassising a melo correspondentians finality and other improvements. All of the furnishing are set forth in the Agreement.
- 2. The term of the Agramment is the Five (5) years commonsing not later than the lat day of Outsber, 2011, values additional option term is respected on the chart of construction, whichever first occurs ("Commonstruction,"), and terminating on the filth (5") antiversery of the Commonstruction with five (5) measurement Date."), pure optimis to conserv.
- The Land which is the religion of the Appendict is described in Bublish A assemed hereto. The
 parties of the Land being lound to Leaves (the "Ramings") is described in Rahibit B consend hereto.

Site Name: Vivian

Description of Agreement of Agreement of the Agreement of the Agreement of the Agreement of the Agreement of the Agreement of A

Site Nhous:

Vivian

Name: Chris Weston Picker, Troutes Date: 9/31/t/.

ACIONOVLEDGEMENTS

STATE OF CICLORION COUNTY OF MCLARON	1-2012-201216 Book 0861 Pg. 841 01/08/2012 11:21 am Pg 0824-0850 Foe: \$ 85.00 Doo: \$ 0.00 Diana Cutto - Molition County Clerk
STATES OF THE PROPERTY OF THE PROPERTY OF	2011, before two the trademigned Notary indical Fisher, Tractor, to we know to be the identical passes who need to the within and foregoing instrument and advertishing to the new and volumery are end deed, in the openity and for the new and
Aborto	Status & Malue Nature & Malue
STATE OF OKLA AOMAN COUNTY OF Male loss?	
CONTRACTOR OF THE PARTY OF THE PROPERTY SHOWS	2011, before me the redordined Notesy sets Puber, Treeies, to son known to be the identical persons who not to see within and foregoing informatic and solutionistized to me and volument end deed, in the asympty and for the uses and
Given and and and and and and and and and an	Lucie l-Modune

Bito Name:

Vivian

Conscientes expires:__

STATE OF Talabons COUNTY CONTES On this "Tⁱⁿ day of ______ Reprise ______ 2011, butter me the underlyned Makery Public, presently symmeted Gary Walkers Pideor, Theorem, to use income to be the identical purposes who exacted in the seaso of the meteor feered to the vicinia and foregoing featurement and columninged to me that they executed the name on their feer and voluntary act and deed, in the outputty and for the reson and perposen out firth threein, Gheat water my band and end the day and your first written above. (SBAL)

New Prints & Dildrone Commission supires: 211 7015 On this 2 Day of 1000. 2011, before we the undersigned Notery Public, personally expected Cartie Econols, Monther, Rando Creek Holdings, LLC, as Citaberra Holded Holding company, to an incorn to be the identical person who executed in the nesse of the nester formed to the widely and foreign and incornect and account in the matter formed to the widely and foreign and for the care and his day and voluntary act and dual, in the aspectly and for the case and purposes set forth thereign.

I-2012-201216 Book 0891 Pg: 842 01/08/2012 11:21 am Pg 0824-0850 Fex: \$ 65.00 Doo: \$ 0.00 Diana Curit - Montown County Clerk State of Olechome

Given under my lessi and and the day and year first vertices above.

(SHAL)

STATE OF OKLAHOMA) CCUNTY OF TUESA)

Netwy Public is and far the State of Cichicons

Commission maines

Site Name

Vivis

DEED A

BEEG BARRETTO LAND

to the Agreement denied Age 12 2011, by and between Dockl Weinfield Fisher, Chris Westen Fisher and Carry Wallate Fisher, as Terrains of the Fisher Resulting Treet, as Leaves, and Reach Creek Habitage, LLC, as Officheran limited liability acceptage, as Leaves.

The land is described under similarly as follows (review and bounds description): a 60' \times 60' percel of lead plus community for gay wires and utilities boosted in;

The Northeast Queeter (NWA) of the Northeast Queeter (NBA) of Section 33, Township 10 North, Range 15 East, Maintonia County, Okiokowa

1-2012-201218 Book OS91 Pg: 843 01/06/2012 11:21 am Pg 0824-0650 Fee: \$ 65.00 Doc \$ 0.00 Dians Carts - Morphost County Clerk

Site Name:

Vivis

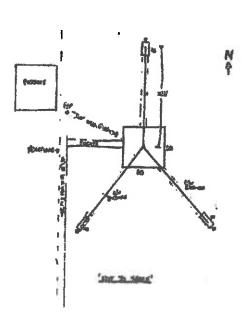
DEBET B

DESCRIPTION OF PRODUCES

to the Agreement detect, A-2-1 2/ 2011, by and because Dovid Waterfield Fisher, Chris Westers Fisher and Gary Wallow Fisher, to Transcen of the Fisher Reaching Trust, as Leaves, and Reach Creek Holdings, LLC, an Chicshon Studied Rability scraying, as Leaves.

The Provides are described unified deployed as follows:

60° X 60° percel, and to include ingress, egress and utility essenants plus essenants to guyed wires and three (3) 10° x 25° spaces for the guyed points



I-2012-201216 Book 0861 Pg: 844 01/08/2012 11:21 am Pg 0824-0850 Fee: \$ 65:00 Doc: \$ 0.00 Diana Curis - Micratoth County Clark Sicile of Okishoma

Site Nome: Vivies

EXHIBIT B

GOVERNMENTAL APPROVALS

1-2012-201216 Book 0691 Pg: 845 01/06/2012 11:21 am Pg 0824-0850 Fee: \$65.00 Doo: \$0.00 Dans Curts - Mckrook County Clark 8665 of Oktahome

Aeronnutical 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 9891 Pg: 846 01/08/2012 11:21 cm Pg 0824-0850 Few \$ 65.00 Doc: \$ 0.00 Diana Curlio- Mezjana County Clerk Bible of Gestioma

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has conducted an auromatical 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

Heights:

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) must:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, a mod-dual system - Chapters 4,8(M-Dual),&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)

X 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 charges in coordinates, heights, and frequencies or use of greater power will void this determination. Any fisture construction or alteration, including increase to heights, power, or the addition of other transmitters, requires apparate notice to the FAA.

This determination does include temperary construction equipment such as crosses, 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 shapece by sircraft and does not relieve the spossor of complisance 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-OE.

I-2012-201216 Book 0881 Pg: 847 01/06/2012 11:21 cm Pg 0824-0850 Fee: \$ 95.00 Doo: \$ 0.00 Dieno Curite - Metrypeh Gounty Clork Blass of Cultilome

Signature Control No: 551724-161868667 LaDonna James Technician

Attachment(s) Frequency Data Map(s)

7460-2 Attached

(DNE)

Frequency Data for ASN 2007-ASW-11491-OE

LOW FREQUENCY	Beardinakea. Beografia	FREQUENCY UNIT	18019	WARP UNIET
200				
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

1-2012-201218 Book 0891 Pg: 848 01/08/2012 11:21 om Pg 0824-0850 Fee: \$ 65.00 Doo: \$ 0.00 Dians Cutting Methods County Clerk State of Oleahome

Verified Map for ASN 2007-ASW-11491-GE



1-2012-201216 Book 0691 Pg: 849 01/08/2012 11:21 am Pg 0824-0850 Fee: \$65.00 Doo: \$0.00 Clane Curis- Melation County Clark



UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION ANTENNA STRUCTURE REGISTRATION



OWNER: EVERGREEN TOWNERS, LLC

ATTN: CURTIS BEANCH EVERGREEN TOWERS, LLC 13704 SOUTH 18TH PLACE BUXBY, OK 73750	Astonic Ericcion Registration Francher 1261192	
	Recor Date 12-21-2007	
Leculies of Ambreno Streetory Vivico site Vivian, OK	Greened Electricus (ASSEL)	
T T T T T T T T T T T T T T T T T T T	Overed Shight Allow Greened (AGL)	
Lottinde Longitude 35-17-45.7 N 095-43-27.0 W NABERS	Overall Strings Above Meen See Level (AMSL.	
Painting and Lighting Requirements: FAA Chapses 4, 8, 12 Paint and Light in Accordance with FAA Chauler Newber 70/7460-11(I-2012-201216 Book 0891 Pg: 850 01/08/2012 11:21 am Pg 0824-0850 Fee: \$ 65.00 Doo: \$ 0.00 Diona Curte - Microbit County Clark State of Okahoma	

This registration is effective upon congistion of the described systems attractive and notification to the Commission. YOU MUST NOTIFY TES COSAGEMBEON WITHIN 24 EQUAR OF COMPLETION OF

The Autonea Structure Registration is est an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this arrection be covered by a valid PCC bisease or construction permit.

You must hemselficiely provide a engy of this Registration to all turned Consesser and permittens that on the structure described on this Engineeries (editories not required, you may must be see Contified Mail to obtain proof of receipt), and display your Registration Number at the rise. See reverse for Important information about the Consessation's Antonio Structure Registration rules.

PCC RIAR August 2007

Page I of 2