

PROPERTY 4



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

1. Commitment Date: December 27, 2024 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured:
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Steve B's Rentals LLC by virtue of a Quit Claim Deed recorded November 16, 2018 in Book 13888 at Page 1834.
5. The Land is described as follows:

Lot Twenty-six (26), in Block Two (2), of MASON ACRES, an Addition to Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE A
(Continued)

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary



Authorized Signature or Signatory

Ilse Fraire

American Abstract Company of McClain County, Inc.

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Joint Tenancy Deed from Steve BS Rentals LLC to .
 - b. Mortgage from to , securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the “Survey Standards”], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
9. Obtain a Final Report for issuance of title policy.

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



20241519

SCHEDULE B, PART I

(Continued)

10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to Steve B's Rentals, 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. Pay ad valorem taxes for 2024.

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



20241519



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SCHEDULE B, PART II Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes for the year and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.

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



20241519

SCHEDULE B-II

(Continued)

13. Pipeline easement, in favor of Oklahoma Natural Gas Company, recorded August 14, 1947 in Book 957 at Page 550, subject to assignments and partial releases of record.
14. All items affecting subject Lot as shown on the recorded plat are made a part hereof.
15. Restrictive covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title, recorded September 10, 1958 in Book 2279 at Page 403, and in the related By-Laws, the Oklahoma Real Estate Development Act, or in any other instrument creating the estate or interest insured by this policy, but deleting any covenant, condition or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national restrictions to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604 (c).
16. Resolution annexing the subject property into the City of Edmond recorded January 20, 1956 in Book 2013 at Page 525.

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



20241519

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Exceptions
#13

INSTRUMENT: RIGHT OF WAY AGREEMENT
GRANTOR: GERTRUDE LONG
GRANTEE: OKLAHOMA NATURAL GAS COMPANY, a corporation
DATE OF INST: August 1, 1947
DATE OF FILING: August 14, 1947 at 1:24 P.M.
RECORDED: Book 957, Page 550
CONSIDERATION: \$1.00 & OVC
GRANTING WORDS: HEREBY GRANT

DESCRIPTION AND REMARKS

The Right of Way to Lay, maintain, operate, relay and remove a pipe line together with necessary service connections for the purpose of the transportation of Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Oklahoma, State of Oklahoma, described as follows, to-wit:

Extending North 5' from the north property line of Thatcher Street, and extending east 5' from the east property line of Santa Fe Railroad right of way, being a part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 14 North, Range 3 West.

GERTRUDE LONG

ACKNOWLEDGED August 1, 1947 by GERTRUDE LONG (single) before E.C. JOHNSON, a Notary Public in and for Oklahoma County, Oklahoma, with seal whose commission expires: Jan. 27, 1950.

(ALL OF THE TERMS, CONDITIONS AND STIPULATIONS OF THE FOREGOING INSTRUMENT ARE OMITTED BY REQUEST).

fk

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

FILED: September 10, 1958 at 10:03 A.M.
RECORDED: Book 2279, Page 403.

#15

MASON ACRES
EDMOND, OKLAHOMA
Part of NE $\frac{1}{4}$ 26-14-3W Oklahoma County, Oklahoma

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS

KNOW ALL MEN BY THESE PRESENTS:

That we, Harry Mason Lumber Company, hereby certify that we are the owners of and the only person or persons having any right, title or interest in and to the lands described as follows, to-wit:

Part of the Northeast Quarter of Section 26, Township 14 North, Range 3 West of the I.M. and more particularly described as follows: Beginning in the center of Broadway in the City of Edmond on the South line of said Quarter Section; thence North 1320 feet; thence West 558 feet; thence South parallel with the Southern Kansas Railroad to the North line of Thatcher Ave.; thence East 561 feet to the place of beginning, except beginning at the Center of Broadway in the City of Edmond on the South line of said Quarter Section; thence North 141 feet; thence West 152.2 feet; thence South 140 feet to the North line of Thatcher Street; thence East 140.2 feet to the place of beginning; and except and reserving to grantor, Gertrude Long, an undivided one-half interest in the oil, gas and other mineral rights in said tract above described, together with the right of ingress and egress for the purpose of development thereof;

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, rights-of-way, widths of streets and easements for utilities. We hereby designate said tract of land as Mason Acres, and hereby dedicate to public use all the streets and avenues within the subdivision and reserve for installation and maintenance of utilities a strip of land 7 $\frac{1}{2}$ feet in width off the rear of each lot within the subdivision. All lands so dedicated to public use are free and clear of all encumbrance.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves or our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere:

1. All lots within the subdivision shall be known and designated as residential building plots, except Lots 1 through 8, inclusive, in Block 2, which are reserved for multiple-family dwellings or less. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed

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OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS.
Book 2279, page 403

two and one-half stories in height and a private garage for not more than two automobiles and other outbuildings incidental to residential use of the plat.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation by a committee composed of Harry L. Mason, Harry Mason, Jr., and J.B. Marshall, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said committee, the remaining number, or members, shall have full authority to designate a successor. In the event said committee, or its designated representative, fails to approve or disapprove within thirty days after said plans and specifications have been submitted of it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or farther than 40 feet from the front lot line, or nearer than 25 feet to the rear lot line.

The sum of the sideyards shall be a minimum of 10 feet at the front lot line or front building line, and in no event shall the distance between the buildings be less than 10 feet. No dwelling, detached garage or other buildings shall be located nearer than 3 feet to side lot line.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any building plot, which plot has an area of less than 7000 square feet or a width of less than 55 feet at the front minimum building set-back line.

5. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

cont'd

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OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS.
Book 2279, page 403

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6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 750 square feet.

8. No fences or walls shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building set-back line.

9. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed and dated this 18th day of July, 1958.

(Seal)

HARRY MASON LUMBER COMPANY
a Corporation

Attest: Mary Lee Mason, Secretary.

By: Harry Mason, President

-cont'd-

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS.
Book 2279, page 403

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CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

On this 18th day of July, A.D., 1958, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared HARRY MASON to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

(Notarial Seal)

Margaret L. Young,
Notary Public

My commission expires 1/7/61.

--LS

R E S O L U T I O N

FILED: January 20, 1956 at 9:37 A.M.
RECORDED: Book 2013 Page 525

#16

RESOLUTION TAKING A CERTAIN TRACT OF LAND TO-WIT:

COMMENCING at the Southwest corner of lot seventeen (17), block seven (7), ROSSMORE ADDITION to the City of Edmond, Oklahoma; thence southwesterly along the east line of the A T & S F Railway Company right of way to the north line of Thatcher Street in Edmond; thence east along the north line of Thatcher Street to the west line of Broadway; thence northerly along the west side of Broadway to the southeast corner of lot thirty-three (33), block seven (7), of ROSSMORE ADDITION to Edmond; thence west along the south line of said block 7, to the point or place of beginning;

INTO THE LIMITS OF THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA.

WHEREAS, it is the judgment of the Mayor and Council of the City of Edmond, Oklahoma, that it will redound to the benefit of the City of Edmond, Oklahoma, to annex and take the real estate hereinafter described within the limits of the City of Edmond, Oklahoma, and

WHEREAS, three sides of the following described real estate are adjacent to or abutting on property already within the City limits, and

WHEREAS, as provided by the laws of the State of Oklahoma, the City Council, in its discretion, may add to the City such territory adjacent to the City limits as may deem proper.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL of the City of Edmond, Oklahoma, that the following described real estate situated in Oklahoma County, State of Oklahoma, to-wit:

COMMENCING at the Southwest corner of lot seventeen (17), block seven (7), ROSSMORE ADDITION to the City of Edmond, Oklahoma; thence southwesterly along the east line of the A T & S F Railway Company right of way to the north line of Thatcher Street in EDMOND, thence east along the north line of Thatcher street to the west line of Broadway; thence northerly along the west side of Broadway to the southeast corner of lot thirty-three (33), block seven (7) of ROSSMORE ADDITION to Edmond; thence west along the south line of said block 7 to the point or place of beginning;

be, and the same is hereby added to and included within the limits of the City of Edmond, Oklahoma, for any and all municipal purposes and the corporate limits of the City of Edmond, Oklahoma, for any and all municipal purposes and the corporate limits of said City are hereby extended and enlarged so as to completely enclose said tract of land.

This resolution amends the resolution passed herein on the 15th day of December, 1955, and filed for record in Book 2005 at page 642, records of Oklahoma County, Oklahoma.

PASSED AND APPROVED this 19 day of January, 1956.

(SEAL)
ATTEST: W.B. BRYAN,
City Clerk.

THE CITY OF EDMOND, OKLAHOMA

By: W. CUSTER SERVICE, Mayor