

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: 20241166)

**Auction Tracts 1 - 10
(Oklahoma County, Oklahoma)**

For April 22, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**The respective trustees of (1) the Margaret T. Flynn
Testamentary Trust; (2) the Adelaide Wilson Hornberger
Revocable Trust dated August 15, 1990;
and (3) the Courtney M. McWalter Trust Established June 15,
2006**

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.: 20241166-1
Issuing Office File No.: 20241166
Property Address: Lots 6 & 7 in W½ SW¼ 6-13N-4W, OK

SCHEDULE A

1. Commitment Date: September 26, 2024 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
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: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)

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

62.9% to BOKF, N.A., Trustee of the Margaret T. Flynn Testamentary Trust;
18.55% to Adelaide Wilson Hornberger and BOKF, N.A., as Trustees of the Adelaide Wilson Hornberger Revocable Trust dated August 15, 1990;
18.55% to Courtney M. McWalter, Trustee of the Courtney M. McWalter Trust Established June 15, 2006, by a Stipulation of Ownership and Quitclaim Correction Conveyance Agreement recorded December 4, 2023 in Book 15619, page 1803 and Memorandum of Trusts recorded December 4, 2023 in Book 15619, page 1788.
5. The Land is described as follows:

Lots Six (6) and Seven (7) in the West Half (W/2) of the Southwest Quarter (SW/4) of Section Six (6), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by American Eagle 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; 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)

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
5. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
7. 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 BOKF, N.A., Trustee of the Margaret T. Flynn Testamentary Trust AND Adelaide Wilson Hornberger and BOKF, N.A., as Trustees of the Adelaide Wilson Hornberger Revocable Trust dated August 15, 1990 AND Courtney M. McWalter, Trustee of the Courtney M. McWalter Trust Established June 15, 2006 to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
8. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided with a satisfactory survey of the subject premises.
9. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
10. Obtain a Final Report for issuance of title policy.

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SCHEDULE B, PART I

(Continued)

11. 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.
12. 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.
13. 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.
14. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

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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. 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. Fees, taxes and assessments made by any taxing authority for the year 2024, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to, ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
7. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
8. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
9. Right of Way Contract recorded Sinclair Prairie Oil Company recorded June 6, 1945 in Book 97, page 548.
10. Organization of Conservancy District NO. 11 recorded in Book 2213, page 228.

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SCHEDULE B, PART II

(Continued)

11. Agreement for Water System recorded April 14, 1972 in Book 4034, page 720.
12. Right of Way Easement in favor of Deer Creek Water Corporation recorded December 18, 1972 in Book 4056, page 446.
13. 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.

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Continuation of Abstract of Title to lands described in caption hereto

RIGHT OF WAY CONTRACT

Ex ceptions #9

This instrument was filed for record Jun. 6, 1945 at 1:40 P.M., and Recorded in Book 97, Page 548, Misc. Record of Oklahoma County, Okla.

For and in consideration of the sum of \$500.00 the receipt of which is hereby acknowledged CHARLES F. HEIDBRINK, hereinafter called Grantors, hereby grant unto SINCLAIR PRAIRIE OIL COMPANY, A MAINE CORPORATION, hereinafter called Grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of water, casinghead gas, fuel oil, oil, gas, gaoline and any other products, and on over and through the following described land of which land Grantors warrant they are the owners in fee simple, situated in Oklahoma County, State of Oklahoma, to-wit:

South half of Section 6, Township 13N, Range 4W together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted by this contract.

It is understood and agreed that this payment covers all claims account of the laying of approximately 425 rods of 6 inch pipe line and also 120 rods of 3 inch gathering line and that the 3 inch line will be laid in the same ditch as the six inch line. Also that a right of way not to exceed 35 feet in width will be used in the laying of said lines and that excess damages will be paid for failure to stay within said 35 foot right of way. It is also agreed that the line will

-continued-

Continuation of Abstract of Title to lands described in caption hereto

RIGHT OF WAY CONTRACT, CONT'D. #2

97-548

be tested before covering and said testing may be inspected by grantor. It is agreed also that any damages arising from leakage or servicing or removal of said lines after instalation, either to drops or land will be paid for by grantee, at market prices. It is also agreed that at time of removal of lines, due care will be exercised on the part of grantee to see that no saltwater has remained in the said lines and that they will be flushed with fresh water. It is further agreed that any fences removed during construction of said lines are to be replaced in gppd condition as quickly as possible, and also that any subsequent purchaser or owner of said lines is to assume all of the conditions of this contract.

Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that any payment hereunder may be made direct to said Grantors or any one of them, or by depositing such payment to the credit of said Grantors or any one of them in the --- Bank of ----, and payment so made shall be deemed and considered as payment to each of said Grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

-continued-

Continuation of Abstract of Title in lands described in previous entry

RIGHT OF WAY CONTRACT, CONT'D. #3

97-548

IN WITNESS WHEREOF, Grantors have hereunto set their hands
this 27 day of April, 1945.

Signed, sealed and delivered in
the presence of W. C. SUMMY

CHARLES F. HEIDBRINK

I. R. STAMP \$.55,
ATTACHED & CANCELLED

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS.

Before me, a Notary Public, in and for said County and State,
on this 27 day of April, 1945, personally appeared CHARLES F. HEIDBRINK
and --- to me known to be the identical person who executed the within
and foregoing instrument and acknowledged to me that he executed the
same as his free and voluntary act and deed for the uses and purposes
therein set forth.

(NO SEAL SHOWN)

VICTOR A. IOBE, NOTARY PUBLIC.

MY COMMISSION EXPIRES MAY 9, 1948.

ENTRY
NUMBER 72

COATES-SOUTHWEST TITLE CO.
BONDED ABSTRACTERS..Pho. CE 2-136

#10

2213 228

3451

IN THE DISTRICT COURT OF LOGAN COUNTY, STATE OF OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 11
IN LOGAN, OKLAHOMA, KINGFISHER AND
CANADIAN COUNTIES, in the State of
OKLAHOMA.

No. 11244

JAN 14 1950
U.S. DEPT. OF JUSTICE
DISTRICT COURT
LOGAN COUNTY, OKLAHOMA

GENERAL ORDER

On this 10th day of January, 1950, this cause comes on for hearing upon the petition of Verne Hammond and others, for the organization of a conservancy district under the Conservancy Act of the State of Oklahoma; the petitioners being present in Court by their attorney, Charles A. Hesser; and J. T. Burkhead, and others, all of Canadian County, Oklahoma, having filed hereto on the 9th day of January, 1950, a protest to the formation of said district and being represented and present in Court by E. Garnet Stone; the Court, having examined the files and processes hereto, and having heard testimony and arguments, and being duly and fully advised in the premises finds:

1. That the Court has jurisdiction of the parties to, and the subject matter of, this proceeding.
2. That the purposes for which said district is established are:
 - (a) Preventing floods.
 - (b) Regulating stream channels by changing, widening and deepening the same.
 - (c) By reclaiming or filling wet and overflow land.
 - (d) Regulating the flow of streams.
 - (e) Diverting in whole or in part eliminating water causes or part of the flowage thereof.
 - (f) And, incident, to such above purposes and to enable their accomplishment, to straighten, widen, deepen, change, divert, or change the course or terminus of, any natural or artificial water courses; to build, or rebuild reservoirs, canals, levees, walls, embankments, bridges, or dams; to maintain, operate and repair any of the construction hereto named; and to do all other things necessary for the fulfillment of the purposes herein set forth, and that this is a public necessity.
3. The Court further finds that the owners of more than 25% of the area of the proposed district lying within Canadian County, Oklahoma, have filed a petition hereto protesting the formation of said district and, also, the formation of the district insofar as it may include any part of Canadian County, Oklahoma. Thereupon the Court proceeded to hear the said protest and the representatives of the protestants requested that so much of the protesting petition filed hereto which objects to the formation of the proposed Conservancy District lying without the borders of Canadian County, Oklahoma, be stricken from said petition, and it is so ordered. Thereupon, upon further consideration of the said protest, the Court finds that the protest is sufficient, insofar as it applies to Canadian County, Oklahoma, only, and orders that part of the proposed district lying within Canadian County, Oklahoma, which is stricken from the district and the boundaries of said district adjusted as hereinafter set forth.
4. The Court further finds that the public safety, health, convenience and welfare will be promoted, and that the purposes of the Conservancy Act of the State of Oklahoma, will be subserved by the creation and organization of a conservancy district substantially

as prayed in the petition filed herein except that the lands lying within Canadian County, Oklahoma, should be, and are hereby deleted and not included therein.

3. That the general boundaries of said district and the land included therein until specifically delimited by the viewers and engineers are as follows:

IN LOGAN COUNTY

SW Sec. 10; all of Sections 13, 14, 15 and 16; NE and SW 17 and 18; all of 19, 20, 21 and 22; NE 23; all of 24; NE 25; SE and SW 26; Township 16N, Range 4E.

All of Sections 1 and 2; SW 3; NE 5; NW 6 SW 7; NE 8 and SW 9; all of 9; NE 10; NW 11; NE 12; all of 13; NE 14 SW 15; all of 16; 17; all of 18; 19, 21; NE 22; SW 23; NE 24; all of 25, 26, 27 and 28; NW 29, Township 16N, Range 3E.

SW Sec. 23; SW 24; NE 25 and SW 26; all of 26, Township 16N, Range 3E.

That portion of Section 32, south of Cottonwood Creek; that portion of SW 32 south of Cimarron River; that portion of Sec. 31, east of Cottonwood Creek, Township 17N, Range 2E.

East 400 Acres of Section 5; SW 1/4 of SW 1/4 and NE 1/4 of NW 1/4 of SW 7; Township 16N, Range 2E.

That portion of the City of Guthrie, lying within the following boundaries: Commencing at the intersection of University Ave. and 14th Street, thence North to Oklahoma Ave., thence east to 17th Street, thence North to Cleveland Ave., thence east to 11th Street, thence North to Noble Ave., thence east to 10th Street, thence North to College Ave., thence east to the west line of the AT&SF by right of way, east of Cottonwood Creek; thence South along said west line of said right of way to Springer Ave.; thence east to Third Street; thence South to Perkins Ave.; thence east to First Street; thence South to Grant Ave.; thence east to Division Street; thence South to Lincoln Ave.; thence east to Oak Street; thence South to University Ave.; thence west to point of beginning; and that portion of Section 17, Township 16N, Range 2E lying within the City limits of the City of Guthrie.

NE Sec. 16; NE 1/4 SW 17; SW 18 and 19; NE 1/4 SW 20; all of 25, 29 and 30; NE 1/4 SW 31; all of 32 and 34, Township 16N, Range 2E.

IN OKLAHOMA COUNTY:

SW 1/4 Sec. 4; SW 1/4 5; SW 1/4 6; NE 1/4 SW 9; NE 1/4 14; NE 1/4 15; NE 1/4 16; NE 1/4 17; SW 20; NE 21; SW 26 and NE 29, Township 14N, Range 3E.

Sections 1 and 2; SW 4; NW 9; NE 10; NE 1/4 SW 11; all of 12; NE 13; SW 14; NE 15; SW 16; NE 17; SW 18; NE 19; NE 20; all of 21, 22 and 29; NE 30; all of 31, 32, 33, 34 and 35; SW 36, in Township 14N, Range 4E.

SW Sec. 1; all of 2; SW 3; all of 5 and 6; NE 8; SW 10; NE 11; SW 12; all of 13; NE 14; all of 15; SW 16; NE 17; SW 21; NE 22; SW 24; NE 25; in Township 13N, Range 4E.

IN KINGFISHER COUNTY:

SW Sec. 22; SW 23; SW 24; NW 24; SW 24; NE 24; NW 27; NE 28; NW 28; SW 29 and 29; NE 32, Township 13N, Range 3E.

DEK. 2213 PAGE 230

6. That the said territory last above described should be created into and created a conservancy district under the Conservancy Act of the State of Oklahoma, under the corporate name of Cottonwood Creek Conservancy District.

WHEREFORE, it is by the Court ORDERED, ADJUDGED AND DECREED: That the territory lying within the Counties of Logan, Oklahoma and Kingfisher, State of Oklahoma, last above described be, and the same hereby is created into and created a conservancy district, under the Conservancy Act of Oklahoma, under the corporate name of Cottonwood Creek Conservancy District, with its office and principal place of business at Guthrie, in Logan County, Oklahoma.

The following persons are by the Court hereby appointed directors of said conservancy district, until their successors are elected and qualified:

C. E. Tribble, Guthrie, Logan County, Oklahoma.

Connie White, Cashion, Kingfisher County, Oklahoma.

C. C. Breen, Civil Engineer, Oklahoma City, Oklahoma County, Oklahoma.

who are hereby directed to qualify and proceed accordingly to law.

For consideration of other matters herein, this case is retained on the docket of this Court.

R. L. Hill
Judge

STATE OF OKLAHOMA, COUNTY OF LOGAN, SS

I, Ruth Foster, Court Clerk in and for Logan County, Oklahoma, do hereby certify that the within and foregoing is a true, full, complete and correct copy of

Judicial Entry
as the same was returned on file of record in my office at Guthrie, Oklahoma.

Witness my hand and official seal this 1st day of February, 1958.

Ruth Foster
Court Clerk, Logan County, Oklahoma

W. R. Hill
Deputy

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS: THIS INSTRUMENT WAS FILED FOR RECORD ON PAGE
THE _____ DAY OF _____ 1958, AT _____ O'CLARK _____ M., AND SUCH RECORDED,
JIM FITH, COUNTY CLERK. FILE NO. _____

#11

AGREEMENT

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
MAY 13 1972
CECIL P. BRYAN
CLERK OF DISTRICT COURT

This Agreement made and entered into this 8th of March, 1972, by and between The City of Oklahoma City, a municipal corporation organized and existing under the laws of the State of Oklahoma, the Oklahoma City Municipal Improvement Authority, a public trust created and established for the use and benefit of The City of Oklahoma City under the laws of the State of Oklahoma, both hereinafter jointly called "Oklahoma City" as appropriate, and the Deer Creek Water Corporation, a corporation organized and existing under the laws of the State of Oklahoma, hereinafter referred to as "Corporation."

WITNESSETH:

WHEREAS, the Corporation has proposed a water system to serve a large area of north~~east~~ Oklahoma County in and ed around Deer Creek Township; and,

WHEREAS, an area of six square miles to be served by this proposed water system lies within the corporate limits of The City of Oklahoma City; in all of Sections 4, 5, 6, 7, and 8 & 9, T13N, R4W ed

WHEREAS, it is desirable to provide immediate water service to this area and to provide for the possible future acquisition of the customers so served, by The City of Oklahoma City; and,

WHEREAS, the Planning Department of The City of Oklahoma City has determined it is desirable to limit residential development in this predominantly rural area; and,

WHEREAS, certain operating conditions are to be agreed upon by the Corporation and the City as a condition of granting approval for the construction and operation of the water system within the city limits of The City of Oklahoma City.

BOOK 4034 PAGE 721

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, to be well and truly observed and securely kept and performed by them and each of them, it is agreed between them as follows:

1. No more than fifty (50) service connections will be made within the corporate limits of The City of Oklahoma City as they exist at the date of the ratification of this Agreement by the signatory parties, and no more than twelve (12) service connections will be made on any single mile of service line.
2. No tract of land of less than five (5) acres shall be served, excepting any such tract receiving service from the Corporation at the date of this Agreement.
3. No service extensions within the corporate limits of The City of Oklahoma City shall be made by the Corporation except as shown on the attached map, which is incorporated into and made a part of this Agreement by reference.
4. At such time as Oklahoma City extends its water system to serve the area or any part of the area served by the Corporation, the Corporation will relinquish its customers so served.

Compliance with these above conditions, is a continuing condition of approval by Oklahoma City for the construction of such water system within the corporate limits of Oklahoma City.

The Corporation expressly covenants and agrees that in the event of the termination, cancellation and/or suspension of this Agreement for any reason provided herein or otherwise provided by law, it shall have no recourse, claim, action, or cause of action against Oklahoma City for any obligations

4034 722

incurred by it, installations, improvements or structures made by it, or for any expenditures of funds regardless of whether made pursuant to this Agreement, or as a result thereof; and it shall indemnify Oklahoma City against any and all claims, actions, or causes of action arising for any reason set forth above.

These conditions shall be binding upon all parties, successors and their assigns.

THE CITY OF OKLAHOMA CITY

By *Robert J. Dotson*
MAYOR

ATTEST:

E. Ray Long
CITY CLERK OF
THE CITY OF OKLAHOMA CITY

APPROVED as to form and legality this 14th day of

March, 1972.

Robert A. Anderson
Assistant Municipal Counselor

OKLAHOMA CITY MUNICIPAL IMPROVEMENT
AUTHORITY

By *W. P. Murrah, Jr.*
Chairman



ATTEST:

E. Ray Long
Secretary

APPROVED as to form and legality this 15th day of

March, 1972.

By *A. P. Murrah, Jr.*
A. P. Murrah, Jr., Counsel

4034 F. 723

DEER CREEK WATER CORPORATION

By *C. R. Lawson*
President

ATTEST:

 *Mervin A. Rain*
Secretary

APPROVED as to form and legality this 8th day of

March, 1972.

By *E. Edl Pritchett*

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

ss

BOOK 4034 PG 724

Before me, a Notary Public, in and for the State of Oklahoma, on this 21st day of March, 1972, personally appeared Clarence Stalling to me known to be the Mayor of the City of Oklahoma City, and Paul Jones, personally known to me to be City Clerk of the City of Oklahoma City, whose names are subscribed to the within and foregoing instrument and severally acknowledged to me that they each executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

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

Harley Murrell
Notary Public

My Commission Expires:

July 16, 1973

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

ss

BEFORE me, a Notary Public, in and for said County and State, on this 15th day of March, 1972, personally appeared Alan R. Gustafson to me known to be the Chairman of the Oklahoma City Municipal Improvement Authority and [unclear] personally known to me to be the Secretary of the Oklahoma City Municipal Improvement Authority, whose names are subscribed to the within and foregoing instrument and severally acknowledged to me that they each executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said Oklahoma City Municipal Improvement Authority for the uses and purposes therein set forth.

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

Shirley L. Grew
Notary Public

My Commission Expires

August 22, 1973

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

ss

On this 9th day of March, 1972, before me a Notary Public, in and for the County and State aforesaid, personally appeared W. H. Sawyer to me known to be the President of the Deer Creek Water Corporation and Marshall A. Blair personally known to me to be the Secretary of the Deer Creek Water Corporation, whose names are subscribed to the within and foregoing instrument and severally acknowledged to me that they each executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said Deer Creek Water Corporation for the uses and purposes therein set forth.

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

Edwin Ray Nichol
Notary Public

My Commission expires

June 1, 1975

BOOK 4056 PG 446

AUG-18-72 50647

LST and -

2.00

#12

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations, to the undersigned owners in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to the DEER CREEK WATER CORPORATION, an Oklahoma, Non-Profit Corporation, (hereinafter called Grantee), the following easements on, over, through, or along the following described land, to-wit:

SE 1/4 sec 6-13-4

STATE OF OKLAHOMA
OKMULGEE COUNTY
RECORDED ON FILE
MC 18 4 25 PM '72
CECIL PARHAM
CLERK, COUNTY CLERK

A temporary easement of Sixty Six (66) feet in width within the above described premises is hereby granted until completion of construction of the initial water system. A perpetual easement is hereby granted, to become effective upon completion of construction, one (1) rod wide, within the above described premises, with the center of the pipeline becoming the center line of the perpetual easement.

TO HAVE AND TO HOLD the aforesaid easements and rights-of-way unto the said Grantee, its successors and assigns, for the sole and exclusive purposes of constructing, installing, maintaining, operating, inspecting, repairing, replacing, and removing pipeline, manholes, meters, appurtenances and equipment relating to the transportation of water for public purposes only, together with the right of ingress and egress over said land or any adjacent land of the Grantor, his successors and assigns for the purpose of this easement.

This easement shall remain in effect so long as the same shall be useful for the above stated purposes desired of by said Grantee, which by the acceptance hereof covenants and agrees with the Grantor that said utilities shall be placed so as not to interfere with the cultivation of the premises. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor. If for any reason the Grantee should abandon the above described tract of land for said purposes, this easement is null and void.

IN WITNESS WHEREOF, this instrument is executed and delivered this 18th day of July, 1972.

W.F. Kenner

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF OKMULGEE) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of July, 1972, personally appeared W.F. Kenner to me known to be the identical persons 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.

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

My commission expires: 1-18-74 Neal S. Murphy
Notary Public