Auction Day ANNOUNCEMENTS

TUESDAY - JUNE 25, 2024 - 10:00 A.M.

Seller: Lucille G. Bitz

WIGGINS
Auctioneers & Realty

Auction Managers
Quentin & Lynsie Sturgeon
580.554.7133/580.554.2633
WigginsAuctioneers.com

WIGGINS
Auctioneers & Realty

OKLAHOMA REAL ESTATE COMMISSION DISCLOSURE TO BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

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

- ✓ Contract of Sale of Real Estate
- o Buyer Brokerage Agreement
- o Exchange Agreement
- o Option Agreement
- o Other _____

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

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

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

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

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

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

I understand and acknowledge that I have received this notice on this 25th day of June 2024.

Print Name) _____ **(Signature)** _____

Print Name) _____ **(Signature)** _____

This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission

PROPERTY ADDRESS _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

☒ **(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.**

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

☐ Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.

☐ Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.

☐ This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.

☒ Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

☐ Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."

☐ Property was constructed in 1978 or thereafter and is exempt from this disclosure.

☒ The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer/Tenant Name (Printed): _____ Buyer/Tenant Name (Printed): _____

Buyer/Tenant Signature: _____ Buyer/Tenant Signature: _____

Dated: _____ Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

☒ **(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.**

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.

Seller/Landlord Name (Printed): Aspen Masters, POA for Lucille G. Bitz Seller/Landlord Name (Printed): _____

Seller/Landlord Signature: DocuSigned by: 5188E7E7F90345A... Seller/Landlord Signature: _____

Dated: 5/21/2024 Dated: _____

ESTIMATED CLOSING COSTS

BUYER

½ Closing Fee	$150-$400
Post-Closing Report/Final Abstracting	$300-$500
Title Opinion	$300-$500
Title Insurance Premium, if any	Based Upon Purchase Price
Deed Recording Fee per Deed	$20
Lender Fees, if any	

SELLER

½ Closing Fee to Closing Agent	$150-$400
Initial Abstracting	$800-$1,400
Prelim. Title Opinion & Commitment for Title Insurance	$300-$600
Deed Prep Fee	$0-$100
Doc Stamps	$1.50/$1,000 Sold
Prorated Share of Taxes	TBD
Fees to Wiggins Auctioneers	Refer to Listing Agreement
Mortgage Payoff, if any	
Title Curative Costs, if any	

BUYER & SELLER UNDERSTAND AND AGREE THAT THE ABOVE FIGURES ARE ESTIMATED closing costs and may vary at closing.

AUCTION DAY ANNOUNCEMENTS
Lucille G. Bitz
Garfield Co., OK

- **Legal Description:** The NE/4 NE/4 of Sec. 35, Twp. 22N, R5 W.I.M., Garfield Co., OK, less & except a triangular tract of land in the NE/c for use as Railroad R.O.W. (see attached Exhibit "A" of the Commitment for Title Insurance for complete legal description)

- **Personal Property:** The Tenant of the land is Bryan Reinschmidt. Any chattel property, including, but not limited to, any livestock, livestock equipment, hay, electric fencing, farm equipment, or hunting equipment or blinds is the property of the Tenant or Seller and may be removed prior to the time of possession.

- **Minerals:** No minerals are being sold or transferred with the surface and the abstract shall exclude all mineral instruments.

- **Crop:** No F.S.A. payments for the 2023-2024 crop year are being sold or transferred.

- **F.S.A. Information:** According to the Garfield County F.S.A., this land is in an FSA unit containing 84.72 acres of cropland with a 77.60 acre wheat base & 39 bu./ac. PLC yield. **Note:** This information is provided as a courtesy of the Garfield County F.S.A. and is subject to change without notice.

- **Soil Types:** Principal soil type of the cropland is Kirkland-Renfrow complex, with lesser amounts of Renthin-Masham complex & Kirkland silt loam, all Class III

- **Taxes:** The 2023 taxes were approx. $135.00 and have been paid by the Seller. The 2024 taxes will be prorated to the day of closing.

- **Possession:** Possession will be given upon payment in full of the purchase price and transfer of title, at closing, subject to the existing agricultural lease which expires upon completion of harvest of the 2024 bean crop or December 31, 2024, whichever is later.

- **Terms:** A 10% down payment will be required at the auction. You may use a personal check. Buyer agrees to purchase title as shown in the attached title insurance commitment and shall have twenty(20) days from the delivery of title insurance commitment to seek legal counsel to review the title insurance commitment if desired, and to furnish additional title objections, if any. Title will transfer by Warranty Deed. Seller will make available to Buyer and Buyer may purchase an owner's title insurance policy at closing. Seller shall pay the cost for the initial abstracting, Seller's title opinion, Commitment for title insurance, gap check and title curative cost, if any. Buyer shall pay any applicable Buyer's title opinion or attorney's fees; title insurance premium and final abstracting costs.

- **Closing:** Closing is to be on or by August 9, 2024, or within ten (10) days after all title requirements, if any, are met, or within ten (10) days after Buyer passes title without requirements or fails to make requirements within the time allowed. The Closing Agent is Guarantee Abstract Company, 217 W. Broadway, Enid, Oklahoma; their phone number is (580) 237-5537. The closing/escrow fee is to be paid ½ by the Buyer and ½ by the Seller.

- **Survey:** Seller is not obligated to furnish Buyer a survey of the subject property; if Buyer desires a survey, it shall be at Buyer's sole cost. Seller is not obligated to furnish location of nor present owners of any pipeline right-of-way easements described in the Commitment.

- **Internet Buyer(s) Only:** In order to save you the time and expense of traveling to the auction site, this auction is being broadcast live on-line at WigginsAuctioneers.com. There may be an additional fee for this service. Neither the Auction Company nor Seller is responsible in the event of delayed signal or loss of signal by either side.

- **Disclaimers:** All information is taken from sources believed to be reliable; however, no guarantee is made by the auction company or its employer. Any and all drawings, sketches and dimensions are approximate and may not be to scale. Buyer should satisfy himself/herself as to acreage, crop base, size, condition, etc. prior to placing any bids at the auction. Announcements made day of auction supersede all advertising.

X_____
Aspen Masters, P.O.A. Lucille Bitz,
SELLER

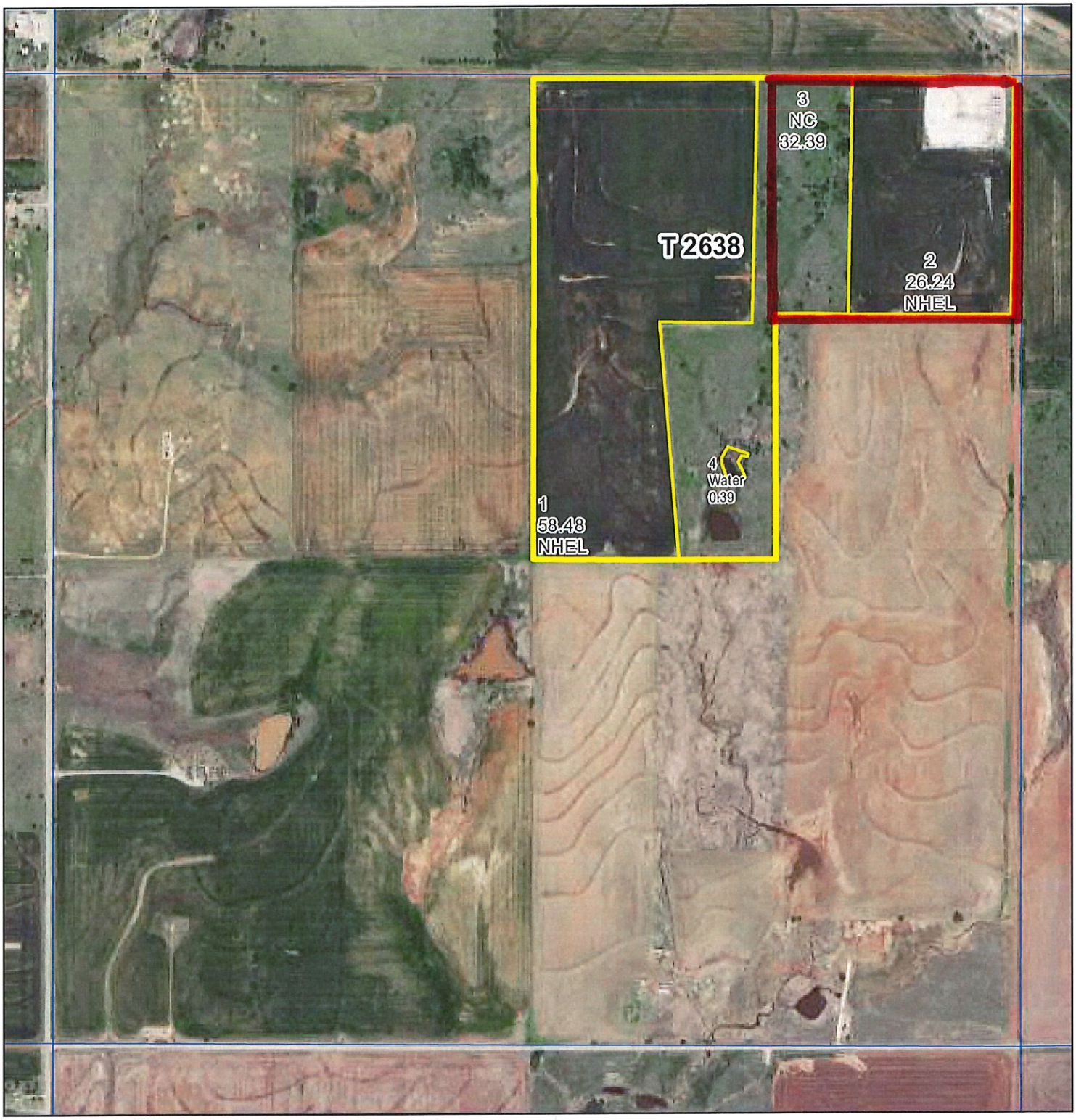
X_____
BUYER June 25, 2024

X_____
BUYER June 25, 2024

USDA United States Department of Agriculture

Garfield County, Oklahoma

35-T22N-R5W



2024 Program Year

Map Created August 15, 2023

Farm **1082**

N
W E
S

Not to Scale

0 312.5 625 1,250

Feet

Wetlands

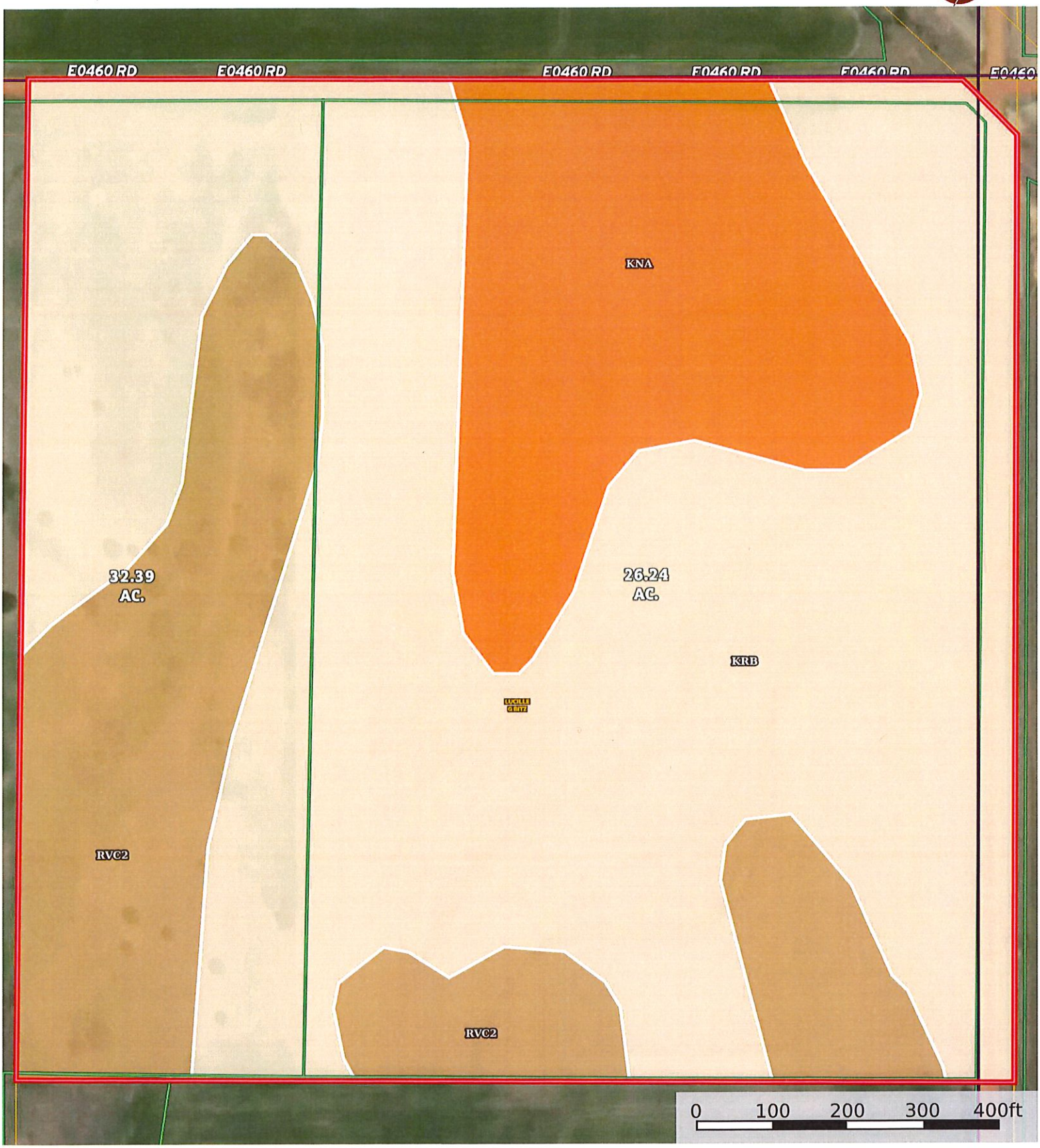
Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

United States Deparment of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

6.25 Bitz

Oklahoma, AC +/-



Boundary

Lynsie Sturgeon

P: 5802333066 wigginsauctioneers.com 802 W. Maine, Ste B

The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

| Boundary 39.98 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
KrB	Kirkland-Renfrow complex, 1 to 3 percent slopes	24.49	61.27	0	47	3e
RvC2	Renthin-Masham complex, 3 to 5 percent slopes, eroded	8.45	21.14	0	35	3e
KnA	Kirkland silt loam, 0 to 1 percent slopes, cool	7.04	17.61	0	45	3s
TOTALS		39.98(*)	100%	-	44.12	3.0

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion
(s) soil limitations within the rooting zone (w) excess of water

REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract, if not understood, seek legal advice.

1. PROPERTY: The undersigned as Buyer, whether one or more, hereby agrees to purchase the following real property situated in Garfield County, Oklahoma, to-wit: see attached Exhibit "A" of the Commitment for Title Insurance for legal description; together with all the improvements and the appurtenances, if any, thereunto belonging; subject however to existing zoning ordinances, restrictions, easements, rights of way, any mineral rights previously reserved or conveyed of record, and all unreleased oil and gas leases of record whether effective or not, in accordance with the terms and conditions of this Contract, Mineral interests being sold are as set forth in Paragraph 11 below.

2. PURCHASE PRICE: Buyer agrees to pay for said real property as follows:

A. High Bid at Auction: $_____
B. 5% Buyer's Premium (Internet Buyer Only): $_____
C. Purchase Price: $_____

a. The sum of Ten Percent (10%) of the purchase price in the amount of $_____ (Check or Wire Transfer) as Earnest Money, which is herewith deposited with Guarantee Abstract Company, receipt of which is hereby acknowledged. Upon acceptance in writing and delivery of this Contract, the Earnest Money shall be assigned to and deposited in Guarantee Abstract Company Trust Account to apply on the purchase price, at the time of closing.

b. The further sum of $_____ subject to adjustment at the time of closing. All monies due at closing are to be paid **ONLY** by CASHIER'S CHECK OR WIRE TRANSFER.

3. TITLE and TITLE INSURANCE: Seller this date will provide to Buyer at Seller's cost a Title Insurance Commitment (the "Commitment") with recent effective date issued by a licensed Oklahoma title insurance company. Buyer shall have twenty (20) days from the date the Commitment is delivered to Buyer to review the Commitment, and if Buyer has valid title objections in addition to the requirements noted in the Commitment, Buyer must furnish such objections to Seller, in care of Guarantee Abstract Company within such twenty (20) days, or any such additional objections will be deemed waived. Seller will cure all requirements stated in the Commitment, but Buyer will take title and accept the Property subject to the standard Policy exceptions stated in the Commitment (except that Seller will deliver affidavits as to possession and mechanic's liens) and subject to easements, unreleased oil and gas leases, water rights leases or conveyances, unitization, pooling, or spacing agreements or orders, protective covenants, zoning ordinances, and prior mineral conveyances or reservations. If Buyer makes additional valid objections, in accordance with the Title Examination Standards of the Oklahoma Bar Association, within such twenty (20) day period, which the Seller is unable or unwilling to meet, Sellers' sole obligation is to refund Buyer's deposit. Seller shall be under no obligation to provide as part of the title evidence or abstracting, any federal court certificate or other evidence of review or search of federal court records regarding the property or past owners thereof.

If Buyer desires an Owner's or a Lender's policy of title insurance to be issued at Closing, the premium(s) for such policies shall be at Buyer's sole cost. Buyer will notify the Escrow Agent identified at paragraph 12 below at least five (5) days prior to Closing if Buyer desires title insurance, or not. In the absence of such notification, it will be presumed that Buyer does not desire title insurance. In either event Seller will make available to Buyer pre-Closing at Buyer's request, and deliver at Closing, such abstracts as Seller possess on the property.

4. APPORTIONMENT OF TAXES: The Seller shall pay all ad valorem taxes and personal property taxes through 2023. The parties agree that the ad valorem taxes for 2024 shall be apportioned between the parties on the date of closing; if the tax assessment for the year of closing is unknown at time of closing, the assessment for the preceding year shall be used as a basis of apportionment. Seller will pay any matured special assessment liens due on or before closing; Buyer shall assume and pay any future installments of special assessment liens falling due after closing.

5. CONDITION OF PROPERTY:

a. The Buyer specifically understands and agrees that said property and improvements are being sold "as is", subject to any and all defects or damage (other than title defects as set out above) and subject to any environmental, pollution, contamination from chemical or organic sources, infestation by insects, rodents, or other pests. Buyer shall have no recourse against Seller for any defects in the premises, including, but not limited to, any contamination, pollution or other environmental defects or violations, and Seller shall not be responsible for any repairs, remediation, or cleanup of the same. Buyer acknowledges, by signing this contract, that Buyer has inspected the property and improvements to Buyer's satisfaction. Buyer stipulates that Seller makes no representations or warranties, either express or implied, as to the condition of such real property and improvements, and Buyer shall be deemed to have accepted such real property and improvements in their present condition and state of repair.

b. Until closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon the Seller; after closing or transfer of possession, such risk shall be upon the Buyer.

c. Except for the provisions above, the Seller agrees to deliver the property and improvements thereon in their present condition, ordinary wear and tear excepted.

6. CLOSING: The escrow or closing fee shall be paid ½ by the Buyer and ½ by the Seller. It is agreed that this transaction shall be closed no later than August 9, 2024, or within ten (10) days after all title requirements, if any, are met, or within ten (10) days after Buyer passes title without requirements or fails to make requirements within the time allowed. At the Closing the balance of the purchase price shall be paid to the Seller, and all documents necessary to pass title will be exchanged and delivered to Buyer. The Closing shall be at the offices of Guarantee Abstract Company, 217 W. Broadway, Enid, OK 73701. BUYER AFFIDAVIT COMPLIANCE: Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

7. TRANSFER OF TITLE: Transfer of title will be by Warranty Deed, subject to all easements, both visible and of record, any unitization pooling, or spacing agreements or orders, protective and restrictive covenants, zoning ordinances, unreleased oil and gas leases, prior mineral conveyances or reservations of all oil, gas, and other minerals. Seller shall have no obligation to obtain releases of oil and gas leases, water leases, nor spacing abstracts, nor certificates nor affidavits of non-development, nor certificates of records searches from the Oklahoma Corporation Commission.

8. POSSESSION: Possession shall be delivered as follows:

Possession will be given upon payment in full of the purchase price and transfer of title, at closing, subject to the existing agricultural lease which expires upon completion of harvest of the 2024 bean crop or December 31, 2024, whichever is later.

9. DEFAULT:

a. If the Buyer wrongfully refuses to close, the Seller and Buyer agree that, since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be retained as liquidated damages to the Seller, subject to deduction for expenses incurred, and with one half (½) of the balance thereof to be retained by Wiggins Auctioneers, LLC to apply on professional services. The Seller may, at his/her option, seek actual damages if, under the circumstances, actual damages are ascertainable and in excess of the liquidated damages provision of this Contract, but in any event Wiggins Auctioneers, LLC shall receive from Seller neither more nor less than reimbursement for expenses incurred and an amount equal to one half (1/2) of the Earnest Money.

b. If the Seller wrongfully refuses to close, the Buyer may, at his option seek specific performance.

c. In the event a suit for damages or for specific performance is instituted, the prevailing party shall have the right to recover all such party's expenses and costs incurred by reason of such litigation including but not limited to attorney's fees, court costs and costs of suit preparation.

10. SURVEY: Seller is not obligated to furnish Buyer a survey of the subject property; if Buyer desires a survey, it shall be at Buyer's sole cost. Seller is not obligated to furnish location of nor present owners of any pipeline right-of-way easements described in the Commitment.

11. MINERALS: Buyer understands that minerals in and under the property, and the abstracting of such minerals, are subject to the following provisions:

No minerals are being sold or transferred with the surface and the abstracts shall exclude all mineral instruments.

12. ESCROW AGENT'S DUTIES: In order to carry out the terms of the above Real Estate Purchase Contract, the parties agree as follows:

a. That Guarantee Abstract Company is hereby designated as escrow agent and is authorized and directed to carry out the terms of this contract.

b. All payments due under the terms of the Real Estate Purchase Contract shall be payable into escrow with the escrow agent and distributed as follows:

1. Upon receipt of said payments, the escrow agent shall pay all expenses in connection with the sales transaction, including but not limited to real estate commissions, documentary stamps, abstracting or title insurance expenses, proration of real estate taxes, and any other expenses incurred by the Seller.

2. Any funds remaining will be paid by the escrow agent to the Seller according to the terms and provisions of the Real Estate Purchase Contract.

c. In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's closing fee, Seller's recording fees, if any, and all other expenses required from Seller.

13. EFFECT: This contract when executed by both Seller and Buyer shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This contract, and the documents executed by the parties contemporaneously herewith [including though not limited to the Auction Day Announcements] which are incorporated herein by reference, set forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their Agents. This contract can only be amended, modified, or assigned by written agreement signed by both the Seller and Buyer.

14. ACCEPTANCE TIME: The foregoing offer is made subject to acceptance in writing hereon by the Seller, and the return of an executed copy to the undersigned Buyer on or before Midnight, July 2, 2024. If not so accepted, the said Earnest Money is to be returned to the Buyer.

15. DISCLAIMERS:

a. It is expressly understood by the Seller and Buyer that the Wiggins Auctioneers, LLC and its agents do not warrant the present or future value of the premises or improvements, the size or area of the premises or improvements, the condition of the structure or structural systems, mechanical, electrical, or plumbing systems of any building, nor do they hold themselves out to be experts in quality, design or construction, and the parties agree to hold Wiggins Auctioneers, LLC or their agents harmless of any claims arising for any representation or misrepresentation relating to such matters.

b. Buyer is advised to procure title insurance or an attorney's opinion of title prior to Closing.

c. Seller and Buyer acknowledge that each is responsible to insure the accuracy and legal effect of all closing documents, and are hereby advised to secure independent legal counsel to review the sale closing documents, including though not limited to the Closing Statement and the deeds or other documents conveying title, and any title curative documents as prepared by the Escrow Agent or others. The parties are warned to not rely on the Escrow Agent for the legal accuracy, legal sufficiency, or legal effect of such documents as the Escrow Agent is not a lawyer. Seller and Buyer acknowledge that Wiggins Auctioneers, LLC, and its agents are not lawyers, cannot give legal advice, do not prepare the closing documents, and do not undertake to, do not purport to be qualified to, and have no responsibility to review any closing documents, including any conveyance or curative documents, for their legal sufficiency or legal effect or accuracy, nor for their compliance with the terms of this Contract.

d. Seller and Buyer herby covenant and agree that in the event at a later time any error or omission is discovered in any of the closing documents, both parties will cooperate in correcting such errors or omissions so as to accurately reflect and fulfill the terms and intent of this sale contract, and both parties specifically waive, as between themselves, any

limitations period which would otherwise be applicable to the later correction of such errors or omissions, except for the provisions of the Oklahoma Marketable Title Act.

16. SELLER'S ACCEPTANCE: I, or we, accept the foregoing offer and agree to sell the above described real property on the terms and conditions herein stated and agree to pay the Listing Broker the compensation previously agreed upon in the Listing Agreement or other agreement of employment between them, which shall survive this Contract, for professional services rendered and to be rendered in this transaction.

This agreement may be executed in multiple counterparts, by separate or different individual parties on separate counterparts, and each of the counterparts shall be deemed an original and all such counterparts together shall constitute one and the same agreement.

The parties hereto agree to conduct the transaction by electronic means, if desired, and parties hereby state that the electronic signature shall have the same force and effect as an original signature.

17. SPECIAL CONDITIONS: No F.S.A. payments for the 2023-2024 crop year are being sold or transferred.

_____
BUYER

_____
Print Name exactly as title will be taken
Address: _____

_____
Phone: _____
Fax: _____
E-mail: _____
Examining Attorney: _____

_____
Lender: _____
Loan Officer: _____
Title Insurance: Yes ( ) No ( )

X_____
Aspen Masters, P.O.A. for Lucille Bitz,
SELLER

_____
BUYER

_____
Print Name exactly as title will be taken
Address: _____

_____
Phone: _____
Fax: _____
E-mail: _____

18. EARNEST MONEY RECEIPT: Received the sum of $_____ (Check or Wire Transfer) as Earnest Money, to be held and applied in accordance with the terms and conditions of the foregoing offer.

Wiggins Auctioneers, LLC by: _____ Date: June 25, 2024

Wiggins Auctioneers, LLC Main Office Contact Info.:
(o) (580) 233-3066 | (f) (580) 237-4915
Vicki Wiggins Allen, Broker: (c) (580) 554-4400 | vicki@wigginsok.com
Lynsie Sturgeon, Broker Assoc./Closing Coordinator: (c) (580) 554-2633 | lynsie@wigginsok.com

Auction Manager: Lynsie Sturgeon (c) 580.554.2633 | lynsie@wigginsok.com

First American Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, First American Title Insurance Company, a(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I – Requirements;
   f. Schedule B, Part II – Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I – Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.
   f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
   g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
   a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

By:_____
Kenneth D. DeGiorgio, President

By:_____
Lisa W. Cornehl, Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Guarantee Abstract Company
Issuing Office: 217 West Broadway Avenue
Enid, OK 73701
Issuing Office's ALTA® Registry ID: 0002335
Loan ID Number:
Commitment Number: 24-05-119-AB
Issuing Office File Number: 24-05-119-AB
Property Address: NE/4 NE/4 35-22-5, Enid, OK 73701
Revision Number:

SCHEDULE A

1. Commitment Date: **May 31, 2024 at 7:50 AM**
2. Policy to be issued:
   (a) 2021 ALTA Owner's Policy
   Proposed Insured: **"ENTITY CAPABLE OF HOLDING TITLE"**
   Proposed Amount of Insurance: **$TBD**
   The estate or interest to be insured: **fee simple**
   (b) 2021 ALTA Loan Policy
   Proposed Insured: **"ENTITY CAPABLE OF HOLDING TITLE"**
   Proposed Amount of Insurance: **$TBD**
   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:
   Lucille Bitz
5. The land is described as follows:
   The land is described as set forth in Exhibit A attached hereto and made a part hereof.

GUARANTEE ABSTRACT COMPANY
217 West Broadway Avenue, Enid, OK 73701
Telephone: (580) 237-2244

Countersigned by:

Krystal Olsen

Krystal Olsen, License #112711
Guarantee Abstract Company, License #0019
(Abstractor's License Number)

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

By:_____
Kenneth D. DeGiorgio, President

By:_____
Lisa W. Cornehl, Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE 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) **Deed from Lucille Bitz, stating marital status and joined by spouse if any, vesting fee simple title in TBD.**

   NOTE: The State of Oklahoma requires the payment of a document stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided by 68 Okla. Stat. 3202.

   b) **Mortgage from TBD, stating marital status and joined by spouse if married, securing your loan.**

   NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.

5. Return properly executed Seller/Owner 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.

6. Provide properly executed Buyer/Borrower lien affidavit.

7. Furnish an accurate survey of the premises which would disclose any encroachments, overlaps, boundary line, disputes, or other matters, or exception will remain on the policy.

8. Final policy cannot be issued, unless abstract certificate date, which is **May 31, 2024, at 7:50 AM**, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before the close of business **December 1, 2024** OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

9. Obtain a court search as to any entity taking title subsequent to date of this commitment including **TBD** in **Garfield** County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

10. The notarization of all documents executed in connection with the transaction contemplated by this Commitment shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:

    EXCEPTION (Owner's policy): Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote online notary session.
    EXCEPTION (Loan policy): Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage.

11. 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 and 16, as set forth in Table A of the Survey Standards.

12. **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.**

13. **In accordance with Title 60, Oklahoma Statutes, §121, et. seq., each grantee must execute the appropriate state-promulgated affidavit and all grantee affidavits must be attached to every deed submitted for filing.**

14. **Obtain, pay and file a release of Oklahoma Tax Warrant No. 1382629376 in favor of the Oklahoma Tax Commission recorded in Book 2289, Page 998, issued against Lucille G. Bitz in the amount of $2,373.35, plus additional interest and penalties.**

15. **Obtain, pay and file a release of Oklahoma Tax Warrant No. 72323072 in favor of the Oklahoma Tax Commission recorded in Book 2503, Page 527, issued against Lucille G. Bitz in the amount of $1,075.96, plus additional interest and penalties.**

16. **Obtain, pay and file a release of Oklahoma Tax Warrant No. 1278423040 in favor of the Oklahoma Tax Commission recorded in Book 2516, Page 587, issued against Lucille G. Bitz in the amount of $453.83, plus additional interest and penalties.**

17. **File a certified copy of Decree of Settlement of Final Account, Case No P-87-42, District Court of Garfield County, Oklahoma, Estate of E. Pearl Froemming, Deceased, in the Garfield County Clerk office.**

18. **File a certified copy of Decree of Settlement of Final Account, Case No. P-86-96, District Court of Garfield County, Oklahoma, Estate of Herman C. Froemming, Deceased, in the Garfield County Clerk office.**

19. **Obtain a survey for the property described in EXHIBIT "A", so that we can determine that it is a properly described and ascertainable tract of land. Following examination, further requirements may be necessary.**

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE 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. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Easements, or claims of easement, not shown by the Public Records.**

4. **Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an 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 shown by the Public Records at Date of Policy.**

6. **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, or 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.**

7. **Water rights, claims or title to water, whether or not shown by the Public Records.**

8. **Ad valorem taxes for 2024, amount of which is not ascertainable, due or payable.**

9. **Statutory easements for roadway purposes along all section lines.**

10. **Any adverse matters created by violation of Title 60, Oklahoma Statutes, §121, et seq., or based on Article XXII, Section I of the Oklahoma Constitution, or any other similar statutory or constitutional provisions, which restrict alien ownership of real property in Oklahoma.**

11. **Right of Way Agreement by and between H. C. Froemming and Edna P. Froemming, his wife and Grace Petroleum Corporation (formerly Cleary Petroleum Corporation), recorded in Book 795, Page 552.**

12. **Pipeline Right of Way Easement in favor of Mustang Gas Products, LLC, recorded in Book 2422, Page 847.**

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

13. Affidavit RE: Memorandum of Agreement by and between TARGA PIPELINE MID-CONTINENT WESTOK LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC, recorded in Book 2283, Page 1074.

14. Notice to Public Regarding: Merger of Rural Water District No. 6 Garfield County and Kay County Rural Water District No. 6, recorded in Book 2383, Page 885, together with the Agreement of Merger.

15. Memorandum of Saltwater Trucking and Disposal Agreement, recorded in Book 2403, Page 357.

16. Memorandum of Saltwater Gathering and Disposal Agreement, recorded in Book 2403, Page 361.

17. Memorandum of Water Gathering and Disposal Agreement, recorded in Book 2415, Page 995.

18. Memorandum of Agreement, recorded in Book 2499, Page 248.

19. Memorandum of Agreement, recording in Book 2503, Page 888.

20. Rights of the railroad company servicing the railroad siding located on insured premises in and to the ties, rails and other properties constituting said railroad siding or in and to the use thereof and also rights of other thereto entitled in and to the use thereof.

21. Rights-of-way for railroad, switch tracts, spur tracts, railway facilities and other related easements, if any, on and across the Land.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

EXHIBIT "A"

The Land referred to herein below is situated in the County of Garfield, State of Oklahoma and is described as follows:

The Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Thirty-five (35), Township Twenty-two (22) North, Range Five (5) West, of the Indian Meridian, Garfield County, Oklahoma, LESS AND EXCEPT a strip of land 100 feet wide through, over and across the NE/4, being a triangular tract cut off of the NE corner of said NE/4 by a line parallel to and 50 feet southwest of the center line of the Denver, Enid & Gulf Railroad, said center line being a straight line from a point 1.1 feet North of to a point 1.1 feet East of the NE corner of said NE/4.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.