AUCTION DAY ANNOUNCEMENTS

Tuesday July 30, 2024 10:00 A.M.

Seller: The Estate of Kenneth Woodard

WIGGINS
Auctioneers & Realty

Auction Manager
Vicki Wiggins Allen
580.554.4400
WigginsAuctioneers.com

WIGGINS
Auctioneers & Realty

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

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

- o Contract of Sale of Real Estate
- o Listing 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 21st day of June 2024.

Print Name) Estate of Kenneth R. Woodard, SELLER (Signature) X Jeanette M. Woodard

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

WIGGINS
Auctioneers & Realty

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

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- o Buyer Brokerage Agreement
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- o Other _____

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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;
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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 30th *day of* July, *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): Estate of Kenneth R. Woodard Seller/Landlord Name (Printed): _____

Seller/Landlord Signature: X Jeanette M Woodard Seller/Landlord Signature: _____

Dated: 6-21-2024 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

Jeanette M. Woodard

Alfalfa Co., OK

- **Legal Description:** The NE/4 of Sec. 25, Twp. 24 N., R9 W.I.M., Alfalfa Co., OK

- **Personal Property:** 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 former Tenant or Seller and may be removed prior to the time of possession.

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

- **F.S.A. Information:** According to the Alfalfa County F.S.A., there are 154.35 acres of productive cropland (hayed for last 3 or 4 years) with a 151.30 acre wheat base & a 38 bu./ac. PLC yield. **Note:** This information is provided as a courtesy by the Alfalfa County F.S.A. and is subject to change without notice.

- **Soil Types:** Principal soil types of the cropland include Pond Creek silt loam, Class I; & Grant silt loams, Class II.

- **Minerals:** Minerals in & to the above described will be offered in the online only, mineral auction scheduled for August 15, 2024, at 2:00 P.M. No minerals are being sold or transferred with the surface and the abstracts shall exclude all mineral instruments.

- **Taxes:** The 2023 taxes were approx. $635.00 and have been paid by the Seller. The 2024 taxes will be prorated to the date of closing.

- **Possession:** With property indemnification, and upon signing the purchase contract and acceptance of the escrow deposit the Buyer will have permission to till the soil as is necessary for conserving moisture and for preparing for and for planting a wheat crop. If for any reason this agreement does not close, the Seller shall pay the Buyer the customary rate as recommended by the O.S.U. Extension Service for any tilling or planting which Buyer may have done, and Buyer shall immediately relinquish possession to Seller and neither party shall be liable to the other for any further damages. Complete possession is to be given upon payment in full of the purchase price and transfer or title, at closing.

- **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 September 16, 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 Alfalfa Guaranty Abstract Company, 201 S. Grand Avenue, Cherokee, OK 73728. Their phone number is (580) 596-3394. 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_____
Jeanette M. Woodard a/k/a Jeanette Marie Woodward, SELLER

X_____
BUYER July 30, 2024

X_____
BUYER July 30, 2024

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 Alfalfa County, Oklahoma, to-wit: The Northeast Quarter (NE/4) of Section Twenty-five (25), Township Twenty-four (24) North, Range Nine (9) West of the Indian Meridian; together with all the improvements and the appurtenances, if any, thereunto belonging; and 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 Alfalfa Guaranty 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 Alfalfa Guaranty Abstract Company's 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 have valid title objections in addition to the requirements noted in the Commitment, Buyer must furnish such objections to Seller, in care of Alfalfa Guaranty 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, Seller's 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 possesses 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 September 16, 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 Alfalfa Guaranty Abstract Company, 201 S. Grand Avenue, Cherokee, OK 73728. 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 covenants, zoning ordinances, unreleased oil and gas leases, prior mineral conveyances or

reservations. 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:

With property indemnification, and upon signing the purchase contract and acceptance of the escrow deposit the Buyer will have permission to till the soil as is necessary for conserving moisture and for preparing for and for planting a wheat crop. If for any reason this agreement does not close, the Seller shall pay the Buyer the customary rate as recommended by the O.S.U. Extension Service for any tilling or planting which Buyer may have done, and Buyer shall immediately relinquish possession to Seller and neither party shall be liable to the other for any further damages. Complete possession is to be given upon payment in full of the purchase price and transfer or title, at closing.

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 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 their 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 Alfalfa Guaranty 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 supersede 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, August 6, 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 acknowledges 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_____
Jeanette M. Woodard a/k/a Jeanette Marie Woodard, SELLER

X_____
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: July 30, 2024

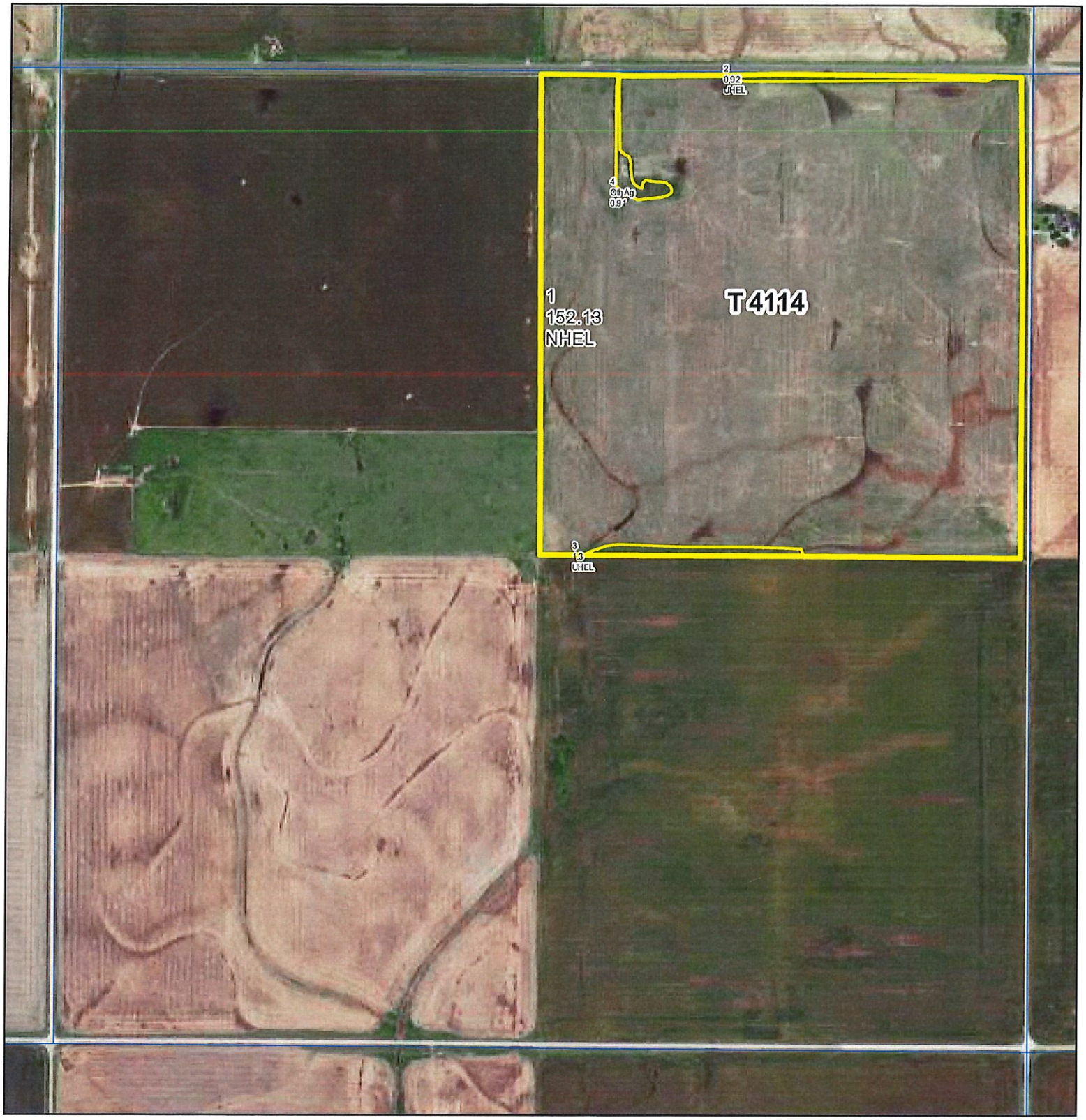
Wiggins Auctioneers, LLC Main Office Contact Info.:
(o) (580) 233-3066 | (f) (580) 237-4915
Vicki Wiggins Allen, Broker: (c) (580) 554-4400 | vicki@wigginsok.com
Lynsie Sturgeon, Broker Assoc./Closing Coordinator: (c) (580) 554-2633 | lynsie@wigginsok.com

Auction Manager: Vicki Wiggins Allen (c) 580.554.4400 | vicki@wigginsok.com

USDA United States Department of Agriculture

Garfield County, Oklahoma

25-T24N-R9W



2024 Program Year

Map Created August 15, 2023

Farm **11477**

N
W E
S

Not to Scale

0 310 620 1,240

Feet

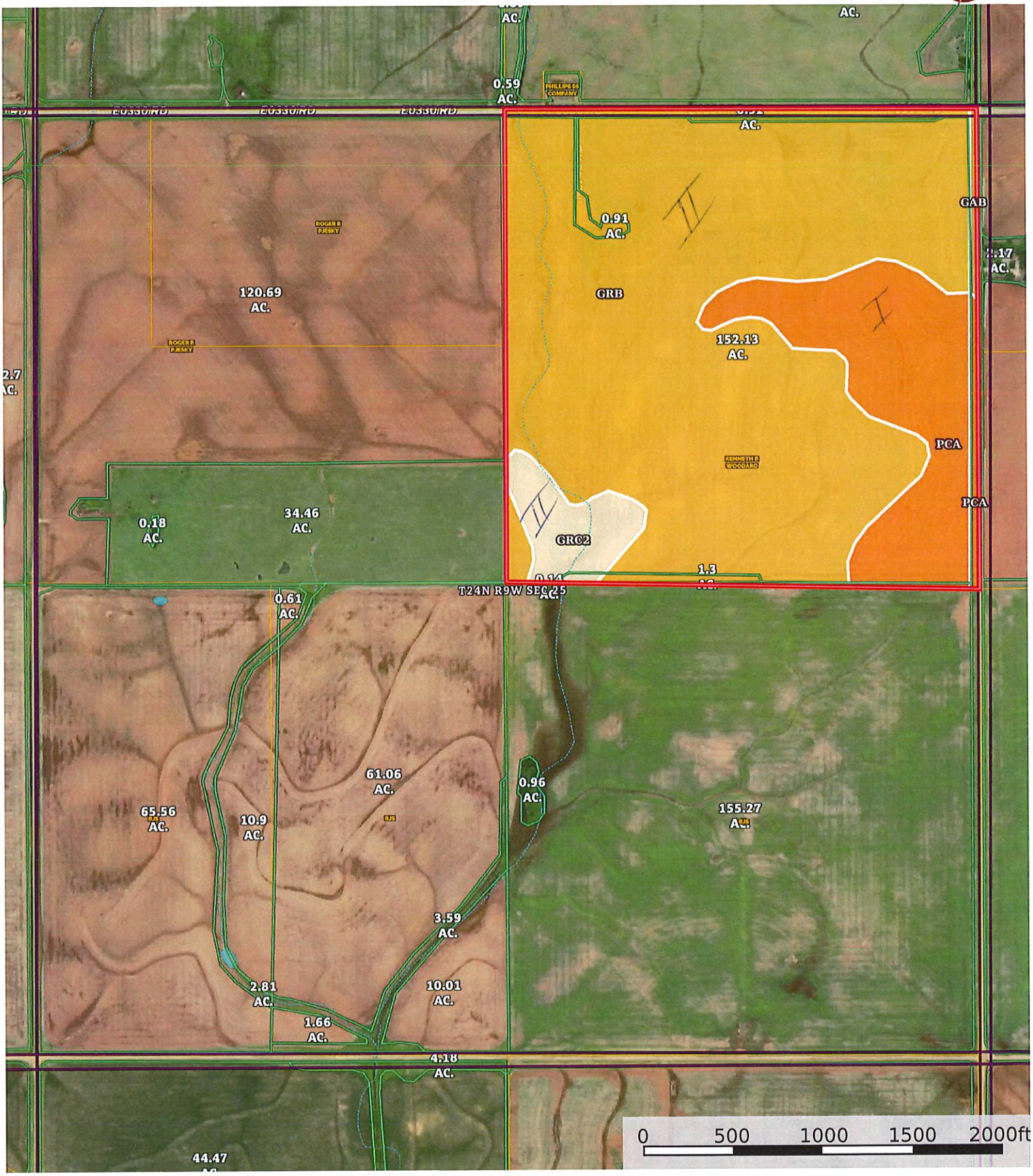
Wetlands

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).

)klahoma, AC +/-



Boundary | Stream, Intermittent | River/Creek | Water Body

nsie Sturgeon

The information contained herein was obtained from sources deemed to be reliable.

| Boundary 161.11 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
GrB	Grant silt loam, 1 to 3 percent slopes	122.62	76.11	0	72	2e
PcA	Pond Creek silt loam, 0 to 1 percent slopes	29.96	18.6	0	67	1
GrC2	Grant silt loam, 3 to 5 percent slopes, eroded	7.54	4.68	0	57	2e
GaB	Grant silt loam, 1 to 3 percent slopes, shallow	0.99	0.61	0	63	2e
TOTALS		161.11(*)	100%	-	70.31	1.81

(*) 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

Land, Capability	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

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

First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	**Commitment No.: 202407-3139**

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 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 Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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; 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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Form 5030000 (1-31-17)

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "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.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be 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.

This page is only a part of a 2016 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; 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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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option 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.

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First American Title™	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company**
Schedule A	**Commitment No.: 202407-3139**

Transaction Identification Data for reference only:

Issuing Agent: Alfalfa Guaranty Abstract Company
201 S. Grand, Cherokee, OK 73728
(580) 596-3394
Issuing Office's ALTA® Registry ID: 0002301
Commitment No.: 202407-3139
Property Address: None Available
Revision No.:

Loan ID No.: None Available
Issuing Office File No.:# 3139-24

SCHEDULE A

1. Commitment Date: July 9, 2024 at 8:00 am

2. Policy to be issued:
   (a) ☐ ALTA® Owner's Policy of Title Insurance (6-17-06 Form 5011400 7-1-14)
   Proposed Insured: A person or entity capable of holding title in Oklahoma
   Proposed Policy Amount: $an amount not to exceed $1.00
   (b) ☐ ALTA® Loan Policy of Title Insurance (6-17-06 Form 5011300 7-1-14)
   Proposed Insured: A person or entity capable of holding title in Oklahoma
   Proposed Policy Amount: $an amount not to exceed $1.00
   (c) ☐ ALTA® Short Form Residential Loan Policy (Rev. 12-3-12 Sch. A&B Form 502470 7-1-14)
   Proposed Insured: A person or entity capable of holding title in Oklahoma
   Proposed Policy Amount: an amount not to exceed $1.00

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**

4. The Title is **Fee Simple** estate or interest in the Land is at the Commitment Date, vested in:
   Jeanette M. Woodard, a/k/a Jeanette Marie Woodard
5. The Land is described as follows:
   See Exhibit "A" attached hereto and made a part hereof

FIRST AMERICAN TITLE INSURANCE COMPANY
Countersigned by: Alfalfa Guaranty Abstract Company #13953

By: _____
Monica L Lucas, Authorized Signatory
T.I. # 40023341

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Form 5030000 (1-31-17)

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.
5. Return properly executed Seller/Owner Statement and Purchaser/Borrower Statement, if a sale, 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. In accordance with Title 60, Oklahoma Statues, §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.
7. Deed from Jeanette M. Woodard, a/k/a Jeanette Marie Woodard, showing marital status and joined by spouse if any, vesting fee simple title in A person or entity capable of holding title in Oklahoma.

   NOTE: The State of Oklahoma required the payment of a documentary 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.
8. Mortgage from A person or entity capable of holding title in Oklahoma, showing marital status and joined by spouse if any, 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 as provided by 68 O.S. §1901.
9. Final policy cannot be issued, unless abstract certificate date, which is July 9, 2024 at 8:00 a.m., is no more than 180 days from the recording date of the instruments to be insured. OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

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SCHEDULE B, PART I

Requirements

10. 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.

11. Obtain a certified transcript of the probate proceeding, In the Matter of the Estate of Kenneth R. Woodard, Deceased, Case No. PB-2024-43 District Court of Garfield County, State of Oklahoma.

12. All Policies will be issued with the appropriate version of the FA-Special Oklahoma Endorsement. Examples are attached to this Commitment.

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Form 5030000 (1-31-17)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

STANDARD EXCEPTIONS

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

b. Easements, or claims of easements, not shown by the Public Records.

c. 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.

d. 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

e. The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

SPECIAL EXCEPTIONS

1. Ad valorem taxes for 2024, amount of which is not ascertainable, due or payable.
2. 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.
3. Water rights, claims or title to water, whether or not shown by the Public Records.
4. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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SCHEDULE B, PART II (Continued)

Special Exceptions (Continued)

5. Statutory right-of-way along all section lines.

6. Right of Way Contract in favor of Okan Pipeline Company, filed on May 16, 1995 in Book 130 at Page 211 in the Office of the Alfalfa County Clerk.

7. Right of Way in favor of Allied Chemical Corporation, filed on March 2, 1971 in Book 255 at Page 224 in the Office of the Alfalfa County Clerk.

8. Easement in favor of Southwest Bell Telephone Company, filed on May 17, 1977 in Book 313 at Page 606 in the Office of the Alfalfa County Clerk.

9. Right of Way in Favor of Union Texas Petroleum Corporation, filed on August 14, 1981 in Book 358 at Page 45 in the Office of the Alfalfa County Clerk.

10. Memorandum of Option Agreement for Easement and Right of Way Agreement in favor of Parnon Gathering, Inc., filed on October 13, 2011 in Book 667 at Page 323 in the Office of the Alfalfa County Clerk.

11. Easement and Right of Way Agreement in favor of Parnon Gathering, Inc., filed on April 17, 2012 in Book 682 at page 132 in the Office of the Alfalfa County Clerk.

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Exhibit "A"

The Northeast Quarter (NE/4) of Section Twenty-five (25), Township Twenty-four (24) North, Range Nine (9), W.I.M., Alfalfa County, Oklahoma

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Form 5030000 (1-31-17)

WPC-837

RIGHT OF WAY CONTRACT

OPTION

FOR AND IN CONSIDERATION OF AN AGGREGATE SUM EQUAL TO One Dollar ($1.00) per rod for each rod of pipe line to be constructed under the terms hereof, to be paid at the time and in the manner hereinafter set forth, George Voss, a widower

hereinafter referred to as Grantors (whether one or more), do hereby warrant and convey unto OKAN PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipe line or pipe lines, for the transportation of oil, gas and the products thereof, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple,

situated in Alfalfa County, State of Oklahoma, to-wit:

Northeast Quarter (NE/4)

Section 25 Township 24N Range 9W, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

Grantee agrees to pay the sum of Ten Dollars ($ 10.00), upon the execution hereof, receipt of which is hereby acknowledged. Any balance due to be paid to the Grantors after the survey establishing the route of the line has been completed, and before construction is commenced. It being mutually agreed that if Grantee fails to make payment of the balance due within twelve (12) months from the date hereof, all rights, terms and conditions of this contract shall cease and determine.

Grantors to have the right to fully use and enjoy the above-described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said pipe line or lines. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, fences, or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantors, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

~~Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the basis of One Dollar($1.00) per lineal rod, shall be paid for each line laid after the first line.~~

It is agreed that any payment due under this agreement 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 First State Bank at Cashy Okla, which bank, its successors or assigns, is hereby designated Grantors' agent for the receipt of such sums.

Any pipe line or lines constructed by said Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The rights herein granted may be assigned in whole or in part.

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.

Said right of way not to exceed 50 feet in width. Damages paid on 50 foot Right of Way

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 26th day of April, 1955

Signed, sealed and delivered in the presence of:

David H. Markham

George Voss (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

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(ACKNOWLEDGMENT)

STATE OF Oklahoma }
Alfalfa County, } ss

Before me, Wesley Adamson a Notary Public in and for said County and State, on this 26 day of April, 1955, personally appeared George Vonne 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.

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

My commission expires:
July 5, 1958

Wesley Adamson
Notary Public

(ACKNOWLEDGMENT)

STATE OF _____ }
_____ County, } ss

Before me, _____, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

_____
Notary Public.

Series Line No. FROM

TO
OKAN PIPELINE COMPANY

Line

Length Rods

STATE OF OKLAHOMA
COUNTY OF ALFALFA } SS
This instrument was filed for record at
9:00 o'clock A.M.
MAY 16 1955
Pearl Hughey County Clerk
By Deputy

7420-02.1104-001091-0 1

224

RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF

THREE HUNDRED SEVENTY NINE and 50/100 DOLLARS ($ 379.50)

to the Grantor paid, the receipt of which is hereby acknowledged, RAY I. WOODARD

whose mailing address is Carrier, Okla.

herein called Grantor, hereby grants unto ALLIED CHEMICAL CORPORATION, a New York corporation with an office at Houston, Texas, hereinafter called Grantee, the right to lay, maintain, inspect, operate, repair, set lower, replace, change the size of and remove a pipe line for the transportation of crude petroleum, oil, gas, the products or by-products of each thereof, brine and water, together with the right to install, maintain and operate, cathodic protection equipment, on, over and through the following-described land, of which Grantor warrants it is the owner in fee simple, situated in ALFALFA County, State of Oklahoma, to wit:

A single 4" gas pipeline running across the Northeast Quarter (NE/4) of Section Twenty-Five, (25), Township Twenty-Four (24), Range Nine (9) W.I.M.

The location of said right of way across the land hereinabove described is shown on a print of a map attached hereto marked EXHIBIT "A", and made a part hereof.

, all in Section ~~Township~~ Range

with the right of ingress and egress on, over and through said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantor has the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

Grantee hereby agrees to pay any damages which may arise from Grantee's operations in laying, maintaining, operating, repairing, replacing, or removing said pipe line. In the event the parties cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said Grantor, one by said Grantee and the third by the two so selected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto.

~~Grantee shall bury all pipe lines laid hereunder to the depth customarily used by it in the area traversed, but in no event less than 36 inches below the surface of the ground, except at the point of connection with any pipe line or over and~~

It is agreed that any payment hereunder may be made direct to said Grantor, or by depositing such payment to the credit of such Grantor in the Bank at and payment so made shall be deemed and considered as payment to each of said Grantors, if more than one; 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.

~~The above payment includes damages to growing wheat, fences and surface damages.~~

IN TESTIMONY WHEREOF, witness my hand on this the 13th day of Feb. 19 71.

Ray I. Woodard

Grantor

UTP-422-1-D State of Oklahoma, Alfalfa County, SS: Filed for record Mar 2 19 71 at 10:00 o'clock A M. and recorded in Book 255 Page 224 Fee $ 3.00
(SEAL) Alice Wilson, County Clerk. By Deputy

225

STATE OF OKLAHOMA
County of Major SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February, 19 71, personally appeared Ray I. Woodard and _____ to me known to by 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.

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

_____
Notary Public

My commission expires 2/5/73

STATE OF OKLAHOMA
County of _____ SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

_____
Notary Public

My commission expires _____

_____
Notary Public

My commission expires _____

No _____

RIGHT OF WAY

From _____

_____

To

ALLIED CHEMICAL CORPORATION

STATE OF OKLAHOMA ss
County of _____

This instrument was filed for record on the ____ of _____ A.D., 19 ____ at ____ O'clock ____ M., and duly recorded in book _____ page _____ of the records of this office.

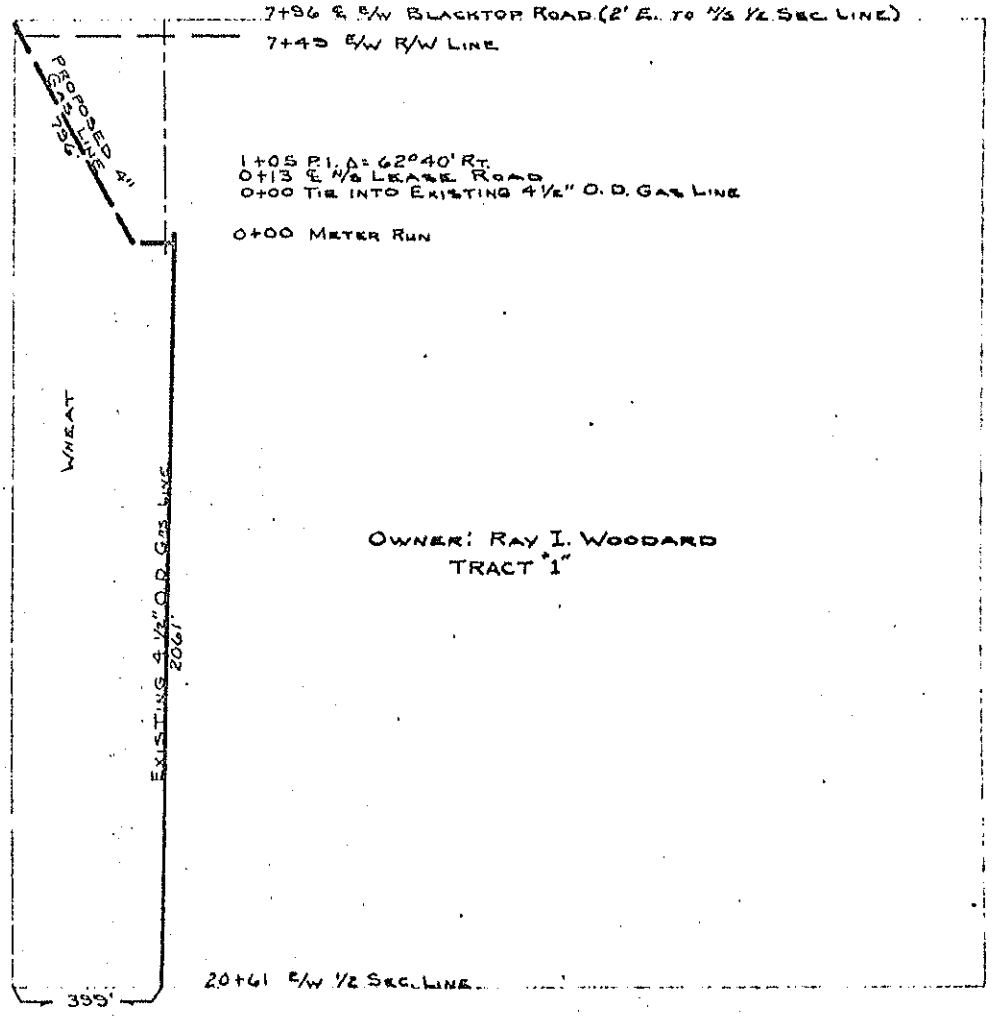
_____ Clerk

By _____ Deputy Clerk

RECORD AND RETURN TO

UNION TEXAS PETROLEUM
A Division of Allied Chemical Corporation
P.O. Box 2120
HOUSTON, TEXAS

226



Certification is hereby made that the above is a true and correct plat of the proposed location of pipeline on the designated property.

J. B. PAYNE & ASSOCIATES, INC.

By _____
J. B. Payne

AFE 7420-02 1204-001091

J B PAYNE & ASSOC. INC. CONSULTING ENGINEERS ENID, OKLA.			
	DRAWN	CHECKED	SURVEYED
BY	GW		GW
DATE	2-11-71		2-10-71

UNION TEXAS PETROLEUM
DIVISION OF ALLIED CHEMICAL CORPORATION

PIPELINE SURVEY

SCALE 1" = 400' | PROJECT | SHEET NO.

NE /4 SEC. 25 - T24N - R 9W
ALFALFA CO, OKLAHOMA

EXHIBIT "A"

8 Okl

Parcel #17

606

Received of SOUTHWESTERN BELL TELEPHONE COMPANY, a Corporation of the State of Missouri

Ten & no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in

NE/4 Section 25, Township 24 North, Range 9 West T/W Commonly known as a one (1) rod strip across the North side of above described Property

of , County of Alfalfa and State of Oklahoma, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within eight feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The south boundary of said one rod strip shall be a line parallel to and 5 feet south of the first cable or conduit laid, which shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The wires, conduit or cable laid under this grant shall be laid upon a route selected by the grantee, its successors or assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and the grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 17 day of May, 19 77 at Carrier, Okla.

Witness:

Roy T. Woodward

Bonnie M. Woodward

(Land Owner)

State of Oklahoma, Alfalfa County: Filed for record May 17 19 77

2:00 P M. and recorded in Book 313 Page 606 Fee $2.60

(SEAL) Alice Wilson, County Clerk. By Deputy

STATE OF OKLAHOMA, County of Garfield } ss:

Before me, D Campbell, a Notary Public in and for said State, on this 17 day of May, 19 77, personally appeared Roy T. Woodard and Bonnie M. Woodard husband & wife to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 17 day of May, 19 77

D Campbell Notary Public

My commission expires 3-24-80, 19

OKLAHOMA INCORPORATED 1907

6803

45

RIGHT OF WAY

A.F.E. No. D-6690

Draft No. 9468

For the sum of Ten and No/100 - - - - Dollars, ($10.00), and other good and valuable considerations, receipt of which is hereby acknowledged Ray I. Woodard and Bonnie M. Woodard, his wife

whose mailing address is Carrier, Okla., herein called "GRANTOR" (whether one or more), hereby grants and conveys to UNION TEXAS PETROLEUM CORPORATION, a Delaware Corporation, P. O. Box 2120, Houston, Texas 77001, herein called "GRANTEE", its successors and assigns, the following rights and easements:

one (1) pipeline only

(1) The right to lay, operate, maintain, repair, remove and change the size of a pipeline and appurtenances thereto, including but not limited to valves, corrosion control equipment and pipeline markers, for the transportation of oil, gas, water and all hydrocarbons, or by-products thereof, along a right of way hereinafter described, on, over and through the following described land of which GRANTOR warrants it is the owner in fee simple situated in Alfalfa County, State of Oklahoma, to-wit:

Northeast Quarter (NE¼) of Section Twenty five (25), Township Twenty four (24) North, Range Nine (9) WIM.

The centerline of said right of way is located as shown on a plat marked EXHIBIT "A" attached hereto and made a part hereof. Said pipeline ties into an existing line laid under Right of Way dated 2/13/71.

(2) The aforesaid right of way shall be 50 feet wide for construction maintenance or replacement purposes, but after said pipeline has been constructed and during the time that no maintenance or replacement is in progress the right of way shall revert to 20 feet for permanent use; and all rights of ingress and egress to and from said pipeline shall be exercised along and within such route or routes as GRANTOR may from time to time prescribe or within said right of way.

GRANTOR reserves the right to use said land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building or other structure in said right of way without express prior consent of the GRANTEE.

GRANTEE agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of said land and also to pay the owners of said land, any tenant or lessee thereof, as their respective interests may appear, for any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights herein granted. The above consideration includes payment for surface damages during the original construction.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

GRANTOR has executed this instrument this the 20th day of July 1981

Ray I. Woodard
Ray I. Woodard

Bonnie M. Woodard
Bonnie M. Woodard

STATE OF OKLAHOMA

County of Alfalfa SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of July, 1981, personally appeared Ray I. Woodard and Bonnie M. Woodard to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My commission expires 2/15/85

45

UTP-422-1-F

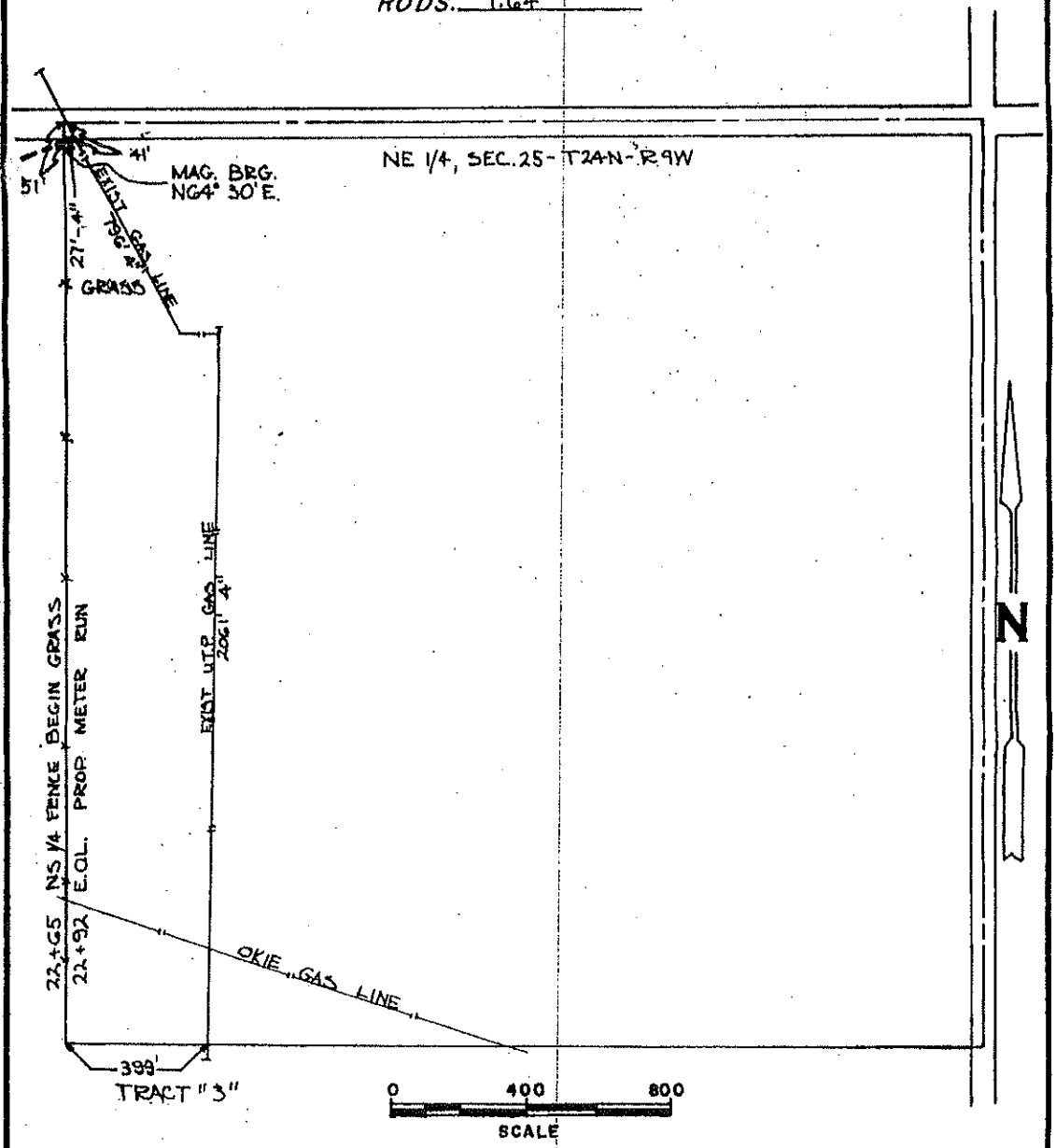
OK5005503

40

OWNER: RAY T. WOODARD

46

RODS: 1.64



Certification is hereby made that the above is a true and correct plat of the proposed location of pipeline on the designated property.

C. H. GUERNSEY & COMPANY

BY Lincoln F. Donehue

Lincoln F. Donehue

L.S. LICENSE NO. 1874

STATE OF OKLAHOMA
COUNTY OF ALFALFA ss

THIS INSTRUMENT WAS FILED FOR RECORD
AT 8:30 O'CLOCK A M.
DATE August 14, 1981
AND DULY RECORDED IN BOOK 358
PAGE 45
KAYE MY, COUNTY CLERK
BY Dorothy L. Ellsworth
DEPUTY

AFE: 0-6690 ER: 2656

C. H. GUERNSEY & COMPANY CONSULTING ENGINEERS 2020 W. WILLOW ENID, OKLAHOMA			
	DRAWN	CHECKED	SURVEYED
BY	B.P.M.	O.L.C.	T.N.H.
DATE	7-17-81	7-17-81	7-16-81

UNION TEXAS PETROLEUM CORPORATION

PIPELINE SURVEY

SCALE: 1" = 400' | PROJECT | SHEET NO 3 OF 3

DESCRIPTION: NE 1/4, SEC. 25 - T24N - R9W

ALFALFA COUNTY, OKLAHOMA

LINE NO. 5 FIC

EXHIBIT "C"

BRUNING 40-107-31508

After Recording, Return to:
IPS Engineering / EPC
2431 East 61st Street, Suite 100
Tulsa, Oklahoma 74136
Attn: Land Department

056056

STATE OF OKLAHOMA
COUNTY OF ALFALFA SS
THIS INSTRUMENT WAS FILED FOR RECORD
AT 3:00 O'CLOCK P M.
DATE 10-13-2011 AND DULY
RECORDED IN BOOK 247 PAGE 323
DOCUMENTARY STAMPS $ -0-
BRUCE MARTIN, COUNTY CLERK
BY Deputy

(Above Box for Recorder's Use Only)

Memorandum of Option Agreement

for Easement and Right of Way Agreement

THE STATE OF OKLAHOMA
THE COUNTY OF ALFALFA

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM OF OPTION AGREEMENT dated this 3rd day of October, 2011 ("Memorandum") is made by Parnon Gathering, Inc. with an address of 1437 South Boulder Ave., Suite 355 Tulsa, Oklahoma 74119,

WITNESSETH:

1. Notice of Option Agreement. Parnon Gathering, Inc. has entered into a certain Option Agreement (the "Option Agreement"), by and between Kenneth R. Woodard and Jeanette Woodard, husband and wife, ("Grantor") wherein the Grantor granted, sold and conveyed unto Parnon Gathering, Inc. an option to purchase a right of way and easement for the purpose of constructing, installing, maintaining, operating, replacing, abandoning in place, inspecting, protecting, repairing, altering, and changing the size of a pipeline and appurtenances above and below ground, for the transportation of crude oil or any other material or substance which can be transported by pipeline over and across all the right, title and interest of Grantor(s) in and to the following property, to wit:

   NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE NINE (9) WEST, ALFALFA COUNTY, OKLAHOMA (the Property)

2. Continuation of Notice. This Memorandum is for the purpose of giving notice of the Option Agreement and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Option Agreement. This Memorandum shall continue to constitute notice of the Option Agreement, even if the Option Agreement is subsequently amended or extended.

3. Successor and Assigns. Parnon Gathering, Inc. intends the covenants, conditions and restrictions contained in the Option Agreement shall run with the land and be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns as set forth therein. Each successive owner of the Property or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions.

IN WITNESS WHEREOF, Parnon Gathering, Inc. has executed this Memorandum of Option Agreement as of the day and year first written above.

By: _____ Date: 10/3/11

Thomas D. Alexander, Vice President
Agent for Parnon Gathering, Inc.

ACKNOWLEDGMENT

State of Oklahoma
County of Tulsa

The foregoing instrument was acknowledged before me this 3rd day of October, 2011, by Thomas D. Alexander, Vice President, Agent for Parnon Gathering, Inc.

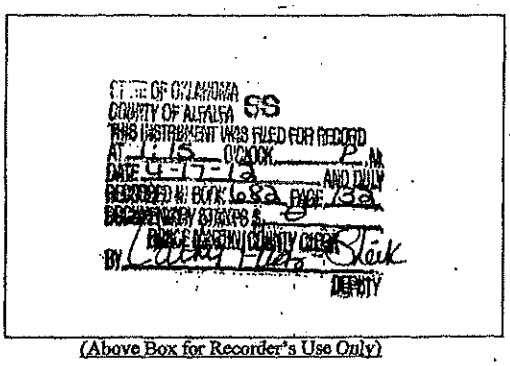
My Commission Expires: August 17, 2013

(Notary Seal)

Notary Public Oklahoma
OFFICIAL SEAL
SHEILA HAWES
Tulsa County
09006918 Exp. 8-17-13

Sheila Hawes
Notary Public

After Recording, Return to:
IPS Engineering / EPC
2431 East 61st Street, Suite 100
Tulsa, Oklahoma 74136
Attn: Land Department



(Above Box for Recorder's Use Only)

EASEMENT AND RIGHT OF WAY AGREEMENT

THE STATE OF OKLAHOMA

THE COUNTY OF ALFALFA

KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of TEN Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, KENNETH R. WOODARD AND JEANETTE WOODARD, HUSBAND AND WIFE, (hereinafter called GRANTOR, whether one or more) does hereby GRANT, BARGAIN, and CONVEY TO PARNON GATHERING INC, its successors and assigns (hereinafter called GRANTEE), the rights, privileges, right-of-way and easement (collectively the "Easement") as hereinafter set forth, over, along, across and under the following real estate (the "Property") situated in Alfalfa County, State of Oklahoma, to wit:

NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE NINE (9) WEST, ALFALFA COUNTY, OKLAHOMA

(See Exhibit "A" attached hereto and incorporated herein as though set forth in its entirety)

The Easement granted herein is for the purpose of laying, constructing, reconstructing, renewing, relaying, operating, maintaining, protecting, inspecting, repairing, altering, changing the size of, and removing or abandoning in place, pipelines and conduits for the transportation of oil, gas, petroleum products, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines together with any of their products, as well as and together with any and all necessary above ground and underground appurtenances (including, among other things, such valves, meters, risers, and devices for the control of pipeline corrosion, and other appurtenances), and for the transmission of communication signals related to the aforementioned uses, that GRANTEE may determine to be necessary or convenient for the safe and efficient operation of pipelines, over, under, upon and across the Property. The Easement herein granted is exclusive to the GRANTEE.

The Easement shall traverse the Property with a width of Thirty (30) feet as generally depicted on the attached Exhibit A, incorporated herein by reference thereto. GRANTOR grants to GRANTEE the right to use an additional strip of land, approximately Thirty (30) feet in width, as generally depicted in Exhibit A, running adjacent to, and parallel with, the Easement, during initial construction and installation of the pipeline, conduits, and appurtenances thereto as temporary workspace (the "Temporary Workspace"). In addition, the Temporary Workspace shall include the area or areas along the Easement at certain crossing(s), including without limitation crossings of roads, pipelines, utilities, railroads, streams and other water bodies, terraces, uneven terrain, and horizontal directional drills, as generally depicted on Exhibit A. After such initial construction and installation of pipelines or conduits completed by GRANTEE, the right to use the Temporary Workspace shall revert back to GRANTOR.

GRANTOR hereby reserves the right to use said land in any manner that will not prevent nor interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building or any other structure on the Easement area or other facility constructed by GRANTEE hereunder without express prior consent of the GRANTEE. In addition, GRANTEE shall have all of the rights and benefits necessary and convenient for the full enjoyment and use of the rights herein granted, including but not limited to the right to ingress to and egress over and across said lands to and from said right-of-way and easement and the right from time to time to cut or remove all trees, shrubs, undergrowth, brush and other debris or obstructions that, in its judgment, may injure, endanger or interfere with the exercise of GRANTEE of the rights, privileges and easements herein granted. The GRANTEE shall have the right to assign the grant, or any rights herein granted, in whole or in part.

This Easement represents the entire agreement between the parties, with respect to the Easement and Temporary Workspace and the pipeline facilities described herein and may only be modified or amended by written instrument signed by the parties hereto. All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to, and be binding upon, the respective heirs, legal representatives, successors, and assigns of GRANTOR. This Easement is governed under Oklahoma law. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns. GRANTOR represents and warrants that GRANTOR is the owner of the Property, and GRANTOR does hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular the Property this Right of way and Easement unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the undersigned GRANTOR herein has executed this conveyance this 13 day of 9, 2011.

GRANTOR:

Kenneth R Woodard
KENNETH R WOODARD

Jeanette Woodard
JEANETTE WOODARD

ACKNOWLEDGMENT

Grantor personal acknowledgements:

State of Oklahoma

County of Alfalfa, to-wit:

The foregoing instrument was acknowledged before me this 13th day of Sept, 2011, by Kenneth R. Woodard & Jeanette Woodard.

My Commission Expires: 7-25-2015

(Notary Seal)

SHIRLEY D WARD
Notary Public In and for the State of Oklahoma
Commission # 11006887
My Commission expires 7/25/2015

Shirley D. Ward
Notary Public

KENNETH R. WOODARD AND JEANETTE WOODARD, HUSBAND AND WIFE, JT
NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE NINE (9) WEST, ALFALFA COUNTY, OKLAHOMA

REV 2 REVISED LEGAL

2,713 FEET(+/-) = 164.42 RODS

IPS
Engineering / EPC
An Integrated Pipeline Services Company

Proposed Pipeline Easement Crossing
KENNETH R. WOODARD AND JEANETTE WOODARD, HUSBAND AND WIFE, JT

Aug 10, 2011	Rev. 2	Tract OK-AL-052

000135