

Copy of Exceptions

Evelyn C. Wolcott,
a widow

to

State of Oklahoma

Vol. 256 Page 142
Records of County Clerk

DEDICATION DEED FOR
RIGHT-OF-WAY

Dated December 29, 1950
Filed January 4, 1951
at 11:45 a.m.

Consideration \$1627.25

GRANT, BARGAIN, SELL, CONVEY AND DEDICATE:

The following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A strip, piece or parcel of land lying in part of the $S\frac{1}{2}$ of Section 21, Township 18 North, Range 15 East in Wagoner County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the point where the North property line of the M.K. & T. Railroad intersects the Northline of the $SW\frac{1}{4}$, 140.4 feet East of the NW corner of said $SW\frac{1}{4}$, thence S $67^{\circ} 07'$ E along said railroad property line a distance of 4866 feet to a jog in said railroad property line thence N $22^{\circ} 53'$ E along said Jog a distance of 100 feet, thence S $67^{\circ} 07'$ E a distance of 651.3 feet to a point 24.75 feet West of the East line and 600.7 feet North of the South line of said $S\frac{1}{2}$, thence North on a line parallel to and 24.75 feet West of the East line of said $S\frac{1}{2}$ a distance of 38 feet, thence N $67^{\circ} 07'$ W a distance of 5181.3 feet to a point on the North line of said $SW\frac{1}{4}$, thence West along said North line a distance of 347.2 feet to point of beginning. Containing 15.30 acres, more or less.

For the same consideration hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials reserving and excepting unto said Grantors the mineral rights therein; provided however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and



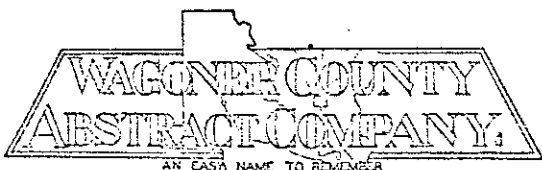
Exception No. 4

reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of Grantors, Grantors warrant they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever.

Evelyn C. Wolcott

Acknowledged in statutory form on December 29, 1950 by Evelyn C. Wolcott before J. C. Wallace, Notary Public, Wagoner County, Oklahoma (Seal) Commission expires December 14, 1951.





2011-14571 Book: 1990 pg: 602
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

**CERTIFICATE TO VACATE PLAT IN PART OF
PRAIRIE DALE**

WHEREAS, a Deed of Dedication and Protective Covenants of Prairie Dale was executed and filed with the County Clerk, Wagoner County, Oklahoma, on August 4, 1970, in Plat Book 4, Page 27 (the "Plat"); and

WHEREAS, the undersigned desire to revoke, cancel, annul and forever vacate the Plat and to release the covenants, conditions and restrictions, as to the real property more particularly described as follows, to-wit:

Lot Ten (10), Block Two (2), PRAIRIE DALE, an addition of part of E1/2 of SE1/4 of Section 21, Township 18 north, Range 15 East of the Indian Meridian Base and Meridian, Wagoner County, State of Oklahoma, according to the Recorded Plat thereof

Lot Eleven (11), Block Two (2), PRAIRIE DALE, an addition of part of E1/2 of SE1/4 of Section 21, Township 18 north, Range 15 East of the Indian Meridian Base and Meridian, Wagoner County, State of Oklahoma, according to the Recorded Plat thereof

(the "Real Property"); and

WHEREAS, such requested action to vacate the Plat in part is not prohibited by any restrictive covenants encumbering the lots in the Plat; and

WHEREAS, Oklahoma Statutes, Title 11, Section 42-106(B) states a portion of the Plat may be vacated provided that the owners of sixty percent (60%) of the lots in the Plat and all of the owners in the area to be vacated join in the execution of the written instrument; and

WHEREAS, the undersigned each own right, title and interest in and to the Plat, as evidenced by that certain Abstractor's Certificate, dated October 31, 2007, a copy of which is attached hereto as Exhibit "A".

GUARANTY ABSTRACT CO.,
P.O. BOX 3048
TULSA, OK 74101

Filed by GUARANTY ABSTRACT COMPANY and
returned to Carla Hall 228670

Exception No. 546

2011-14571 Book: 1990 pg: 603
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kuster, County Clerk
Wagoner County - State of Oklahoma

NOW, THEREFORE, in consideration of good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agree as follows:

The undersigned, each owning a right, title and interest in and to the Plat, do hereby revoke, cancel, annul and forever vacate the Plat and do hereby release the covenants, conditions, and restrictions set out in the Plat only with respect to the Real Property.

[Remainder of Page Intentionally Left Blank. Signatory Pages to Follow]

2011-14571 Book: 1990 pg: 805
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Robert H. Adams
Robert H. Adams as Trustee of the Trust
Agreement of Robert H. Adams and Kay A.
Adams

Kay A. Adams
Kay A. Adams as Trustee of the Trust
Agreement of Robert H. Adams and Kay A.
Adams, 23913 East 97 Street
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)

SS:

COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 11 day of December, 2007, personally appeared Robert H. Adams and Kay A. Adams, to me well known to be the identical persons who subscribed the name TRUST AGREEMENT OF ROBERT H. ADAMS AND KAY A. ADAMS as its Trustees, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

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

My Commission Expires:

4/6/16



Carolyn M. Kusler
NOTARY PUBLIC

James J. Archibald
James J. Archibald, Co-Trustee of the James
and Eileen Archibald Revocable Trust, dated
April 7, 1998

Eileen C. Archibald
Eileen C. Archibald, Co-Trustee of the James
and Eileen Archibald Revocable Trust, dated
April 7, 1998
23908 East 97th Street
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)

SS:

COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the ___ day of _____, 2007, personally appeared James J. Archibald and Eileen C. Archibald, to me well known to be the identical persons who subscribed the name JAMES AND EILEEN ARCHIBALD REVOCABLE TRUST as its Co-Trustees, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

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

My Commission Expires:

NOTARY PUBLIC

2011-14571 Book: 1990 pgs: 608
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Keith D. Rase
Keith D. Rase
Terisa D. Rase
Terisa D. Rase
23904 East 97 Street
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
COUNTY OF WAGONER,)

ss:

Before me, the undersigned notary public in and for said county and state, on the 12 day of December 2007, personally appeared KEITH D. RASE and TERISA D. RASE, husband and wife, to me well 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 last above written.

My Commission Expires:
02-07-2011



Tyler Rowland
NOTARY PUBLIC

Earnest M. Brown
Earnest M. Brown
Beth Brown
Beth Brown
23808 East 97th Street
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
COUNTY OF WAGONER,)

ss:

Before me, the undersigned notary public in and for said county and state, on the 6 day of December 2007, personally appeared EARNEST M. BROWN and BETH BROWN, husband and wife, to me well 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 last above written.

My Commission Expires:
9/10/16



Jessie C. Adams
NOTARY PUBLIC

2011-14571 Book: 1990 pg: 607
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Larry W. Newquist
Larry W. Newquist

Carmelita T. Newquist
Carmelita T. Newquist
23804 East 97th Street
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 6 day of December 2007, personally appeared LARRY W. NEWQUIST and CARMELITA T. NEWQUIST, husband and wife, to me well 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 last above written.

My Commission Expires:
1/19/10



Jessica C. Adams
NOTARY PUBLIC

Henry M. Bell
Henry M. Bell

Margie L. Bell
Margie L. Bell
24010 East 97th Street
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 6 day of December 2007, personally appeared HENRY M. BELL and MARGIE L. BELL, husband and wife, to me well 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 last above written.

My Commission Expires:
1/19/10



Jessica C. Adams
NOTARY PUBLIC

2011-14571 Book: 1990 pg: 608
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$81.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Calvin Q. White
Calvin Q. White

Carolyn C. White
Carolyn C. White
9708 South 241 East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 10th day of December 2007, personally appeared CALVIN Q. WHITE and CAROLYN C. WHITE, husband and wife, to me well 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 last above written.

My Commission Expires:
2-6-09



Kimberly D. Martin
NOTARY PUBLIC

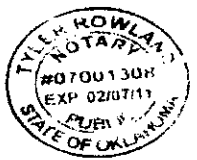
Guy E. Shipley
Guy E. Shipley

Mary C. Shipley
Mary C. Shipley
9744 South 241 East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 12 day of December 2007, personally appeared GUY E. SHIPLEY and MARY C. SHIPLEY, husband and wife, to me well 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 last above written.

My Commission Expires:
02-07-11



Tyler Rowland
NOTARY PUBLIC

2011-14571 Book: 1990 pg: 609
12/29/2011 10:30 AM pgs: 602 - 628
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kuster, County Clerk
Wagoner County - State of Oklahoma

Trandell C Birch
Trandell C. Birch
Kelly L Birch
Kelly L. Birch
9716 South 241st East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)

) ss:

COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 12 day of December 2007, personally appeared TRANDELL C. BIRCH and KELLY L. BIRCH, husband and wife, to me well 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 last above written.

My Commission Expires:
02-01-2011



Tyler Rowland
NOTARY PUBLIC

Eric S. Hoffman
Eric S. Hoffman
Jennifer L. Hoffman
Jennifer L. Hoffman
9804 South 241st East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)

) ss:

COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 12 day of December 2007, personally appeared ERIC S. HOFFMAN and JENNIFER L. HOFFMAN, husband and wife, to me well 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 last above written.

My Commission Expires:
02-01-2011



Tyler Rowland
NOTARY PUBLIC

2011-14571 Book: 1990 pg: 610
12/29/2011 10:30 AM pgs: 602 - 628
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Leon W. Dalton
Leon W. Dalton
Mary A. Dalton
Mary A. Dalton
9808 South 241st East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 6th day of DECEMBER 2007, personally appeared LEON W. Dalton and MARY A. DALTON, husband and wife, to me well 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 last above written.

My Commission Expires:
2-6-09



Kimberly D. Martin
NOTARY PUBLIC
William A. Wise
William A. Wise
Ronda M. Wise
Ronda M. Wise
9812 South 241 East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 13 day of December 2007, personally appeared WILLIAM A. WISE and RONDA M. WISE, husband and wife, to me well 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 last above written.

My Commission Expires:
1/10/10



Jessica C. Adams
NOTARY PUBLIC

2011-14571 Book: 1990 pg: 811
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Paul E. Lindsey

Paul E. Lindsey
9816 South 241st East Ave.
Broken Arrow, OK 74014

Cynthia M Lindsey
If married, print Spouses name:
CYNTHIA M LINDSEY

STATE OF OKLAHOMA,)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 21st day of DECEMBER 2007, personally appeared PAUL E. LINDSEY, a single person [and CYNTHIA M LINDSEY, husband and wife, if married] to me well known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/they executed the same as his/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 last above written.

My Commission Expires:
2-6-09

Kimberly D. Martin
NOTARY PUBLIC



Russell E. Mason

Denise L. Mason
Denise L. Mason
9904 South 241st East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 10th day of December 2007, personally appeared RUSSELL E. MASON and DENISE L. MASON, husband and wife, to me well 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 last above written.

My Commission Expires:
2-6-09

Kimberly D. Martin
NOTARY PUBLIC



2011-14571 Book: 1890, pg: 612
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$81.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Thomas A. Bialchyni
Irish Properties, LLC
Print Name: Thomas A Bialchyni
Title: Manager
975 West Broadway
Jackson, WY 83002

STATE OF OKLAHOMA,)
)
COUNTY OF Tulsa) SS:

Before me, the undersigned notary public in and for said county and state, on the 15 day of December 2007, personally appeared Thomas Bialchyni, to me well known to be the identical person who subscribed the name IRISH PROPERTIES, LLC, a limited liability company, as its Manager, respectively, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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

My Commission Expires: 2-6-09



Kimberly D. Martin
NOTARY PUBLIC

Mark Gremer
Oneta Animal Care L. L. C.
Print Name: MARK GREMER
Title: OWNER VETERINARIAN
9819 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
COUNTY OF WAGONER,) SS:

Before me, the undersigned notary public in and for said county and state, on the 13 day of December 1999, personally appeared Mark Gremer, to me well known to be the identical person who subscribed the name ONETA ANIMAL CARE L.L.C., a limited liability company, as its Manager, respectively, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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

My Commission Expires: 11/2/16



Jami C. Adam
NOTARY PUBLIC

2011-14571 Book: 1990 pg: 813
12/29/2011 10:30 AM pgs: 602 - 628
Fees: \$81.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Mikalee J Morgan
Mikalee Morgan, Trustee, Mikalee and
Saundra Morgan Revocable Trust

Saundra Morgan
Saundra Morgan, Trustee, Mikalee and
Saundra Morgan Revocable Trust
9815 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
COUNTY OF WAGONER,) SS:

Before me, the undersigned notary public in and for said county and state, on the 16th day of December
2007, personally appeared Mikalee Morgan and Saundra Morgan, to me well known to be the identical person who
subscribed the name MIKALEE AND SAUNDRA MORGAN REVOCABLE TRUST, as its Trustees, respectively, and
acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary
act and deed of said Trust, for the uses and purposes therein set forth:

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

My Commission Expires:



Kimberly D. Martin
NOTARY PUBLIC

Orville M. Garrison

Ellen D. Garrison
9809 South 239 East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
COUNTY OF WAGONER,) SS:

Before me, the undersigned notary public in and for said county and state, on the ____ day of _____,
2007, personally appeared ORVILLE M. GARRISON and ELLEN D. GARRISON, husband and wife, to me well 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 last above written.

My Commission Expires:

NOTARY PUBLIC

2011-14571 Book: 1990 pg: 814
12/29/2011 10:30 AM pgs: 802 - 828
Fees: \$81.00 Doc: \$0.00
Carolyn M. Kuster, County Clerk
Wagoner County - State of Oklahoma

Derwin O. Blankenship, Co-Trustee of the
Blankenship Family Revocable Trust, dated
April 18, 2001

Dorothy J. Blankenship
Dorothy J. Blankenship, Co-Trustee of the
Blankenship Family Revocable Trust, dated
April 18, 2001
9807 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
COUNTY OF WAGONER,)

SS:

Before me, the undersigned notary public in and for said county and state, on the 10th day of December, 2007, personally appeared Derwin O. Blankenship and Dorothy J. Blankenship, to me well known to be the identical persons who subscribed the name BLANKENSHIP FAMILY REVOCABLE TRUST, dated April 18, 2001, as its Trustee, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

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

My Commission Expires:
2-6-09



Kimberly D. Martin
NOTARY PUBLIC

Conjarel Wilson
Conjarel Wilson
Betty J. Wilson
Betty J. Wilson
9803 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
COUNTY OF WAGONER,)

SS:

Before me, the undersigned notary public in and for said county and state, on the 12 day of December, 2007, personally appeared CONJUREL WILSON and BETTY J. WILSON, husband and wife, to me well 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 last above written.

My Commission Expires:
02-07-2011



Tyler Rowland
NOTARY PUBLIC

2011-14571 Book: 1990 pg: 615
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Randall B. Prewitt
Randall B. Prewitt
Beth Johnson Prewitt
Beth Johnson Prewitt
9711 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 6th day of December, 2007, personally appeared RANDALL B. PREWITT and BETH JOHNSON PREWITT, husband and wife, to me well 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 last above written.

My Commission Expires:
2-6-09



Kimberly D. Martin
NOTARY PUBLIC

Randy E. McBrayer

Margaret J. McBrayer
9707 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
) ss:
COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the ____ day of _____, 2007, personally appeared RANDY E. MCBRAYER and MARGARET J. MCBRAYER, husband and wife, to me well 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 last above written.

My Commission Expires:

NOTARY PUBLIC

2011-14571 Book: 1990 pg: 816
12/29/2011 10:30 AM pgs: 802 - 828
Fees: \$81.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Terry G. Hurst
Terry G. Hurst
Kathy L. Hurst
Kathy L. Hurst
9703 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)

ss:

COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 6 day of December 2007, personally appeared TERRY G. HURST and KATHY L. HURST, husband and wife, to me well 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 last above written.

My Commission Expires:

11/6/10



Jessica C. Adams
NOTARY PUBLIC

Wesley P. Myers
Wesley P. Myers

Evangeline S. Myers
Evangeline S. Myers
270 South 239 East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)

ss:

COUNTY OF WAGONER,)

Before me, the undersigned notary public in and for said county and state, on the 12 day of December 2007, personally appeared WESLEY P. MYERS and EVANGELINE S. MYERS, husband and wife, to me well 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 last above written.

My Commission Expires:

02-07-2011



Tyler Rowland
NOTARY PUBLIC

2011-14574-Book: 1990 pg: 519
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

David D. Sikes, III
David D. Sikes, III
9808 South 239th East Ave.
Broken Arrow, OK 74014

Tabatha Sikes
If married, print Spouses name:
TABATHA SIKES

STATE OF OKLAHOMA,)
)
COUNTY OF WAGONER,) ss:

Before me, the undersigned notary public in and for said county and state, on the 6 day of December, 2007, personally appeared DAVID D. SIKES, III, a single person [and Tabatha Sikes, husband and husband, if married] to me well known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/they executed the same as his/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 last above written.

My Commission Expires:
1/10/10



Jessica G. Adams
NOTARY PUBLIC

Mary E. Williams

Robert B. Williams
9812 South 239th East Ave.
Broken Arrow, OK 74014

STATE OF OKLAHOMA,)
)
COUNTY OF WAGONER,) ss:

Before me, the undersigned notary public in and for said county and state, on the ____ day of _____, 2007, personally appeared MARY E. WILLIAMS and ROBERT B. WILLIAMS, wife and husband, to me well 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 last above written.

My Commission Expires:

NOTARY PUBLIC

2011-14571 Book: 1990 pg: 620
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Bill Giles
Rural Water District #4
Print Name: Bill Giles
Title: Business Manager
P. O. Box 513
Broken Arrow, OK 74012

STATE OF OKLAHOMA,)
)
COUNTY OF WAGONER,) SS:

Before me, the undersigned notary public in and for said county and state, on the 18th day of DECEMBER 2007, personally appeared BILL GILES, to me well known to be the identical person who subscribed the name RURAL WATER DISTRICT #4, as its BUSINESS MANAGER and acknowledged to me that he/she/it executed the same as his/her/its free and voluntary act and deed, and as the free and voluntary act and deed of RURAL WATER DISTRICT #4, for the uses and purposes therein set forth.
GIVEN under my hand and seal of office the day and year last above written.

My Commission Expires:
10-30-2011

Jay Lynn Mann
NOTARY PUBLIC



State of Oklahoma, Department of
Transportation
Print Name: _____
Title: _____
200 NE 21st
Oklahoma City, OK 73105

STATE OF OKLAHOMA,)
)
COUNTY OF WAGONER,) SS:

Before me, the undersigned notary public in and for said county and state, on the ___ day of _____, 2007, personally appeared _____, to me well known to be the identical person who subscribed the name STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION, as its _____ and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION, for the uses and purposes therein set forth.
GIVEN under my hand and seal of office the day and year last above written.

My Commission Expires: _____

NOTARY PUBLIC

METRO ABSTRACT & TITLE CO

P.O. BOX 745 215 NE 1st Street
WAGONER, OKLAHOMA 74477
Phone: (918) 485-4343 Fax (918) 485-3643

2011-14571 Book: 1990 pg: 621
12/29/2011 10:30 AM pgs: 602 - 628
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

CERTIFICATE OF OWNERSHIP

STATE OF OKLAHOMA
COUNTY OF WAGONER, SS.

Metro Abstract & Title Co, being a duly and lawfully bonded abstractor in and for said County and State, hereby states:

It appears from the public records of Wagoner County Clerk and Wagoner County Treasurer Offices, State of Oklahoma, that the property PRAIRIE DALE ADDITION and the property owners of the following described property as of October 31st, 2007 are as follows:

SUBDIVISION: PRAIRIE DALE ADDITION, An Addition located in Part of the E/2 of SE/4 of Section 21, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

LEGAL DESCRIPTION

NAMES AND ADDRESSES

LOT BLOCK
1 1

Roderick D. Harrison and
Bryantetta D. Harrison
24008 East 97th Street
Broken Arrow, OK 74014

2 1

Donny Ray Morton and Diane Carlile
Morton, Co-Trustees of the Donny Ray
Morton Revocable Trust, dated July 30,
2002
24004 East 97th Street South
Broken Arrow, OK 74014

3 1

Robert H. Adams and Kay A. Adams as
Trustees of the Trust Agreement of Robert
H. Adams and Kay A. Adams
23913 East 97 Street
Broken Arrow, OK 74014

4 1

James J. Archibald and Eileen C.
Archibald, Co-Trustees of the James and
Eileen Archibald Revocable Trust, dated
April 7, 1998
23908 East 97th Street
Broken Arrow, OK 74014

METRO ABSTRACT & TITLE CO
P.O. BOX 745 215 NE 1st Street
WAGONER, OKLAHOMA 74477
Phone: (918) 485-4343 Fax (918) 485-3643

2011-14571 Book: 1990 pg: 622
12/29/2011 10:30 AM pgs: 602 - 626
Fees: \$81.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

LEGAL DESCRIPTION		NAMES AND ADDRESSES
LOT	BLOCK	
5	1	Keith D. Rase and Terisa D. Rase 23904 East 97 Street Broken Arrow, OK 74014
6	1	Earnest M. Brown and Beth Brown 23808 East 97 th Street Broken Arrow, OK 74014
7	1	Larry W. Newquist and Carmelita T. Newquist 23804 East 97 th Street Broken Arrow, OK 74014
1	2	Henry M. Bell and Margie L. Bell 24010 East 97 th Street Broken Arrow, OK 74014
2	2	Calvin Q. White and Carolyn C. White 9708 South 241 East Ave. Broken Arrow, OK 74014
3	2	Guy E. Shipley and Mary C. Shipley 9744 South 241 East Ave. Broken Arrow, OK 74014
4	2	Trandell C. Birch and Kelly L. Birch 9716 South 241 st East Ave. Broken Arrow, OK 74014
5	2	Eric S. Hoffman and Jennifer L. Hoffman 9804 South 241 st East Ave. Broken Arrow, OK 74014
6	2	Leon W. Dalton and Mary A. Dalton 9808 South 241 st East Ave. Broken Arrow, OK 74014
7	2	William A. Wise and Ronda M. Wise 9812 South 241 East Ave. Broken Arrow, OK 74014

METRO ABSTRACT & TITLE CO
P.O. BOX 745 215 NE 1st Street
WAGONER, OKLAHOMA 74477
Phone: (918) 485-4343 Fax (918) 485-3643

2011-14571 Book: 1990 pg: 623
12/29/2011 10:30 AM pag: 502 - 628
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

LEGAL DESCRIPTION

NAMES AND ADDRESSES

LOT	BLOCK	NAMES AND ADDRESSES
8	2	Paul E. Lindsey 9816 South 241 st East Ave. Broken Arrow, OK 74014
9	2	Russell E. Mason and Denise L. Mason 9904 South 241 st East Ave. Broken Arrow, OK 74014
10	2	Irish Properties, LLC 975 West Broadway Jackson, WY 83002
11	2	Irish Properties, LLC 975 West Broadway Jackson, WY 83002
Less South 15 feet thereof		
Part 12		
2		Oneta Animal Care L. L. C. 9819 South 239 th East Ave. Broken Arrow, OK 74014
Commencing at the NE Corner of said Lot 12; thence Westerly along the North line of said Lot 12 a distance of 138.37 feet to the Point of Beginning; thence South to the North line of of State Highway 51 Right of Way as described in Book 605 at Page 355 of the records of the County Clerk of Wagoner County, thence Northwesterly along said Right of Way to the West line of said Lot 12; thence Northeasterly along said West line to the Northwest corner of said Lot 12; thence Easterly along the North line of said Lot 12 a distance of 219.63 feet to a point, said point being 138.37 feet West of the Northeast corner of said Lot 12 and the Point of Beginning.		
13	2	Mikalee and Sandra Morgan Revocable Trust 9815 South 239 th East Ave. Broken Arrow, OK 74014
14	2	Orville M. Garrison and Ellen D. Garrison 9809 South 239 East Ave. Broken Arrow, OK 74014

METRO ABSTRACT & TITLE CO
P.O. BOX 745 215 NE 1st Street
WAGONER, OKLAHOMA 74477
Phone: (918) 485-4343 Fax (918) 485-3643

2011-14571 Book: 1990 pg: 624
12/29/2011 10:30 AM pgs: 602 - 628
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

LEGAL DESCRIPTION

NAMES AND ADDRESSES

LOT BLOCK

15 2

Derwin O. Blankenship and Dortha J.
Blankenship, Co-Trustees of the
Blankenship Family Revocable Trust,
dated April 18, 2001
9807 South 239th East Ave.
Broken Arrow, OK 74014

16 2

Conjurel Wilson and Betty J. Wilson
9803 South 239th East Ave.
Broken Arrow, OK 74014

17 2

Mitchell D. Wilson; Bradley D. Wilson;
Rebecca S. Bailey; Donald D. Wilson
9715 South 239th East Ave.
Broken Arrow, OK 74014

18 2

Randall B. Prewitt and
Beth Johnson Prewitt
9711 South 239th East Ave.
Broken Arrow, OK 74014

19 2

Randy E. McBrayer and
Margaret J. McBrayer
9707 South 239th East Ave.
Broken Arrow, OK 74014

20 2

Terry G. Hurst and Kathy L. Hurst
9703 South 239th East Ave.
Broken Arrow, OK 74014

1 3

Wesley P. Myers and Evangeline S. Myers
270 South 239 East Ave.
Broken Arrow, OK 74014

2 3

Donna K. Rogers
9708 South 239 East Ave.
Broken Arrow, OK 74014

METRO ABSTRACT & TITLE CO
 P.O. BOX 745 215 NE 1st Street
 WAGONER, OKLAHOMA 74477
 Phone: (918) 485-4343 Fax (918) 485-3643

2011-14571 Book: 1990 pg: 625
 12/28/2011 10:30 AM pgs: 602 - 626
 Fees: \$61.00 Doc: \$0.00
 Carolyn M. Kusler, County Clerk
 Wagoner County - State of Oklahoma

LEGAL DESCRIPTION

NAMES AND ADDRESSES

LOT	BLOCK
3	3
4	3
5	3
6	3
7	3
8	3

Albert Thomas Widmar, Jr.
 9712 South 239th East Ave.
 Broken Arrow, OK 74014

Charles F. Stinnott and Linda F. Stinnott
 9716 South 239 East Ave.
 Broken Arrow, OK 74014

Cecil J. Overbey and Pamela A. Overbey
 9804 South 239 East Ave.
 Broken Arrow, OK 74014

David D. Sikes, III
 9808 South 239th East Ave.
 Broken Arrow, OK 74014

Mary E. Williams and Robert B. Williams
 9812 South 239th East Ave.
 Broken Arrow, OK 74014

Rural Water District #4
 P. O. Box 513
 Broken Arrow, OK 74012

State of Oklahoma
 Department of Transportation
 200 NE 21st
 Oklahoma City, OK 73105

South 15.00 feet of Lot 11, Block 2
 South 15.00 feet of Lot 12 Block 2
 South 15.00 feet of Lot 8, Block 3

2011-14571 Book: 1990 pg: 626
12/28/2011 10:30 AM pgs: 602 - 626
Fees: \$61.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

This Certificate of Ownership dated this 31st day of October, 2007 at 2:16 p.m.

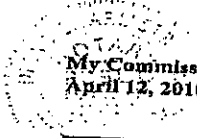
Metro Abstract & Title Co
(Certificate of Authority No 115)

By: [Signature]
Abstractor No. 729



Subscribed and sworn to before me this 31st day of October, 2007.

[Signature]
Notary Public - Diana L. Armstrong



My Commission Expires:
April 12, 2010
Commission No.
06003769

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Originally Filed:

Plat Book 4 Page 27
Records of County Clerk

PRAIRIE DALE ADDITION

Dated August 4, 1970
Filed August 4, 1970
at 3:30 P.M.

PRAIRIE DALE

AN ADDITION LOCATED IN PART OF THE
E/2, SE/4, SECTION 21, T-18-N, R-15-E
WAGONER COUNTY, OKLAHOMA, CONTAINING
47.94 ACRES.

Now Filed:

*Plat Cabinet
2-181B*

DEED OF DEDICATION AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Thomas R. Stone, III, is the sole owner and proprietor of the real estate and premises hereinafter described, has caused the following described real estate, situated in Wagoner County, Oklahoma, to-wit:

Beginning at a point 24.75 feet West of the Northeast corner of the SE $\frac{1}{4}$ of Section 21, Township 18 North, Range 15 East, Wagoner County, Oklahoma; thence North 89° 38' 10" W, along the Northerly line of said SE $\frac{1}{4}$, a distance of 1193.98 feet to a point; thence S 0° 08' 07" W, a distance of 1499.57 feet to a point on the Northerly Right-of-Way line of Oklahoma State Highway 51; thence S 66° 52' 42" E, along said Right-of-Way line, a distance of 1295.25 feet to a point 24.75 feet West of the East line of said Section 21; thence N 0° 10' 50" E, parallel to the East line of Section 21, a distance of 2000.61 feet to the point of beginning, containing 47.94 acres, more or less,

To be surveyed, staked and platted into tracts and streets in conformity to the attached plat, and has caused the same to be named and designated "PRAIRIE DALE", an addition located in a part of the E $\frac{1}{2}$, SE $\frac{1}{4}$, Section 21, Township 18 North, Range 15 East, Wagoner County, Oklahoma, and does hereby dedicate all the streets shown upon said plat into public use.



159

Exception No. 6

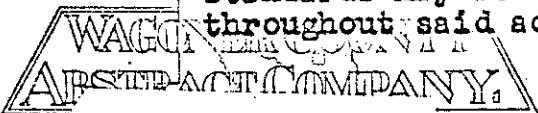
THE OWNER AND PROPRIETOR, being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said property and any person accepting conveyance thereof, either directly from them or remotely from any of their Grantees shall take the same subject to such conditions, restrictions and protective covenants and by accepting such covenants shall be deemed to have assented thereto, and shall be entitled to all the benefits, and to have assumed all the responsibilities, to-wit:

1. These covenants, conditions and restrictions are to run with the land and shall be binding on all persons claiming under them until January 1, 1988, at which time the same be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the tracts, it is agreed to change same in whole or in part, and a written record of such change be placed on record.
2. If the parties hereto or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating the same, and to either prevent him or them from so doing, or to recover damages or other dues for such damage.
3. Invalidation of any one of these covenants, restrictions or conditions shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All tracts in said addition shall be restricted to residential single-family houses, except Tracts 11 and 12, Block 2, and Tract 8, Block 3, which shall also be subject to commercial use. Plans for any construction proposed on Tracts 11 and 12, Block 2, and Tract 8, Block 3, shall be approved by Thomas R. Stone III or someone designated by him, before construction begins.
5. No tract shall be subdivided into an area of less than one acre.
6. No buildings nor parts hereof except open porches and terraces



shall be constructed and maintained on said tracts nearer to the front tract lines than the building set-back lines established as shown on the accompanying plat of said addition. No outbuilding shall be constructed nearer than 20 feet to any interior tract line. No outbuilding, such as animal shelters, etc., shall be constructed nearer than 150 feet from the front property line. By "open porches" is meant a porch that is not enclosed on the front or sides so as to obstruct the view from the side of said porch.

7. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All houses must be completed within six months after starting construction.
9. No dwelling shall hereafter be erected on any residential tract in said addition in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1,400 square feet. At least 45% of the exterior wall of residential buildings shall be of brick or stone type of construction. All dwellings shall have at least two car attached garages. Houses and out-buildings shall have exterior walls consisting of at least 45% brick or stone.
10. No fences, whether ornamental or otherwise, shall be erected nearer to the front tract line than the building line as shown on the plat.
11. Perpetual easements for utilities for the public use are reserved upon the tracts as noted on the recorded plat.
12. No animals, livestock or poultry of any kind, EXCEPT household pets, shall be raised, bred or kept on any lot, provided that said household pets shall not be raised, bred or kept for commercial purposes.
13. Overhead pole lines for the supply of electric service may be located along the North side of Block 1, street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located



underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

14. Except to houses on lots described in paragraph (13) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house the owner of each lot shall furnish the trench and backfill for such installation.
15. The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
16. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

IN WITNESS WHEREOF, the undersigned owner has hereunto set his hand this 4th day of August, 1970.

Thomas R. Stone, III

Acknowledged in statutory form on August 4, 1970 by Thomas R. Stone, III, before Jon E. Seely, Notary Public, Tulsa County, Oklahoma (Seal) Commission expires January 15, 1972.

CERTIFICATE OF SURVEY



162

163

Engineer, hereby certify that the attached plat is a true and correct representation of the real estate and premises designated as "PRAIRIE DALE" showing the correct dimensions of all lots, blocks and streets.

WITNESS my hand and seal this 4th day of August, 1970.

(Seal)

LANSFORD ENGINEERING COMPANY
By: Raymond E. Lansford
Registered Professional
Engineer 3225

Acknowledged in statutory form on August 4, 1970 by Raymond E. Lansford, before Jon E. Seely, Notary Public, Tulsa County, Oklahoma (Seal) Commission expires January 15, 1972.



PRAIRIE DALE

AN ADDITION LOCATED IN A PART OF THE
E/2, SE/4, SECTION 21, T-18-N, R-15-E,
WAGONER COUNTY, OKLAHOMA, CONTAINING
47.94 ACRES.

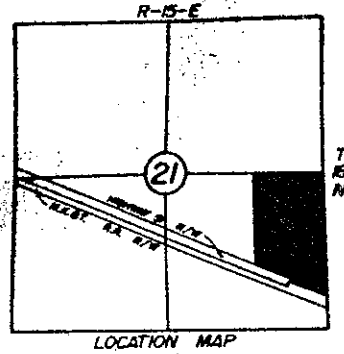
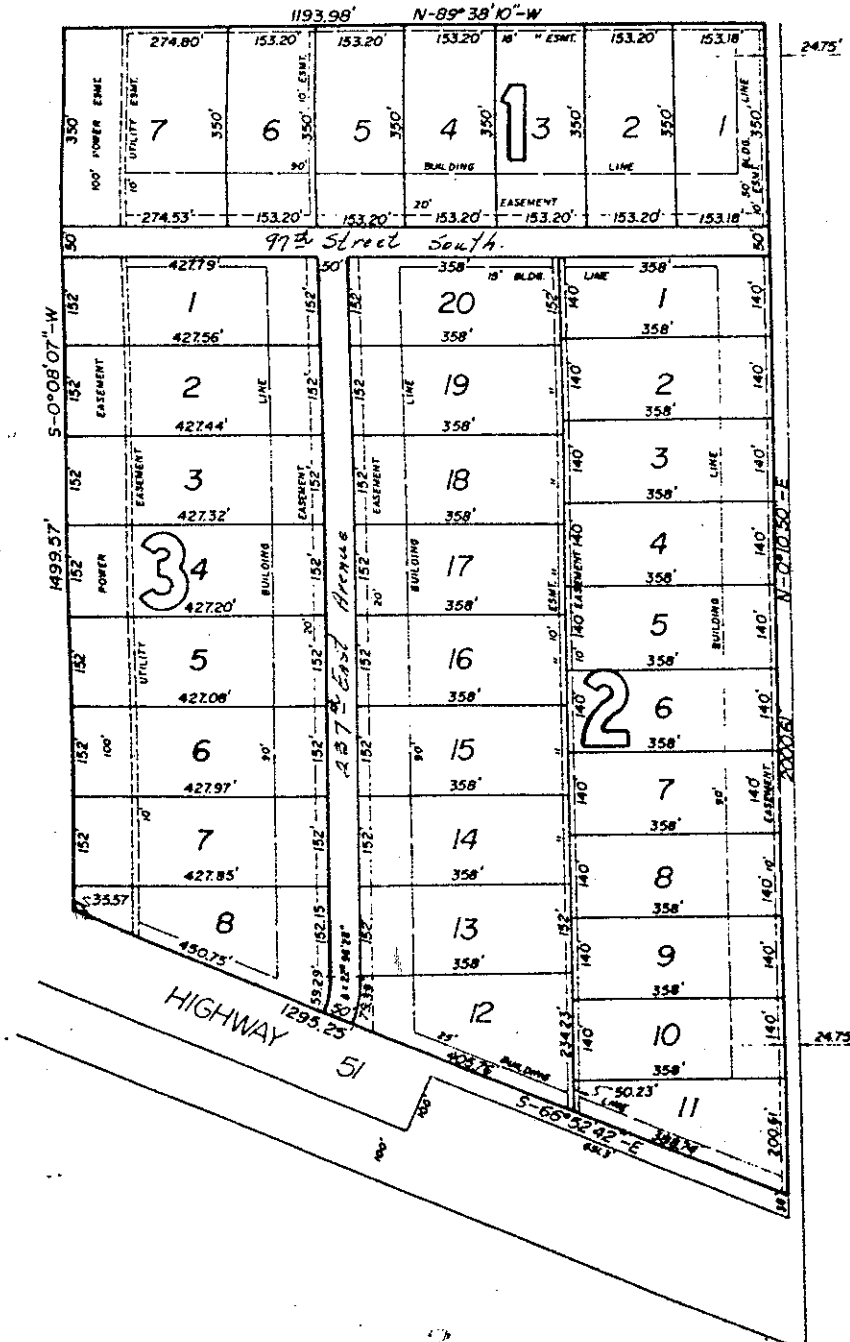
Originally filed
Plat Books & Page 257

STATE OF OKLAHOMA)
COUNTY OF WAGONER)
Filed for Record in this Office of
COUNTY CLERK AND RECORDER

AUG 4 1970

AT 330 O'Clock
JACK C. JONES, County Clerk
By Ministry Deputy

Now filed: Plat Cabinet
2-181B



Thomas R. Stone, III and
Sharon D. Stone, his wife

to

Public

Vol. 398 Page 69
Records of County Clerk

RATIFICATION OF DEDICATION

Dated October 4, 1971
Filed October 8, 1971
at 3:10 p.m.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Thomas R. Stone III was the owner of the following described land situated in Wagoner County, State of Oklahoma, to-wit:

Beginning at a point 24.75 feet West of the NE Corner of the SE $\frac{1}{4}$ of Section 21, Township 18 North, Range 15 East; thence North 89° 38' 10" West along the Northerly line of said SE $\frac{1}{4}$ a distance of 1193.98 feet to a point; thence South 0° 08' 07" West a distance of 1499.57 feet to a point on the Northerly Right-of-Way line of Oklahoma State Highway 51; thence South 66° 52' 42" East along said Right-of-Way line a distance of 1295.25 feet to a point 24.75 feet West of the East line of said Section 21; thence North 0° 10' 50" East parallel to the East line of Section 21 a distance of 2000.61 feet to the point of beginning, containing 47.94 Acres, more or less, and

WHEREAS, The said Thomas R. Stone III caused the same to be surveyed, staked, platted and subdivided into lots, blocks and streets, and designated the same as Prairie Dale, an Addition in Wagoner County, State of Oklahoma, and

WHEREAS, The said Thomas R. Stone III did execute an instrument entitled "Deed of Dedication and Restrictive Covenants" on the 4th day of August, 1970, in the office of the County Clerk of Wagoner County, Oklahoma, and recorded in Plat Book 4 at Page 27 wherein the said Thomas R. Stone III did dedicate for public use all streets as shown by the plat and placed certain restrictions on the use of said property and created certain easements thereon, and

Exception No. 6

WAGONER COUNTY
ABSTRACTS

WHEREAS, the aforesaid land was not on the 4th day of August, 1970, or at any time thereafter the homestead of the said Thomas R. Stone III, and

WHEREAS, The said Deed of Dedication and Restrictive Covenants was not executed by Sharon D. Stone, wife of the said Thomas R. Stone III, and

WHEREAS, it is the desire of the said Thomas R. Stone III and Sharon D. Stone, his wife, to ratify and confirm the aforesaid Deed of Dedication and Restrictive Covenants in all respects and conditions.

NOW THEREFOR, The undersigned, Thomas R. Stone III and Sharon D. Stone, his wife, do hereby confirm and ratify the Deed of Dedication and Restrictive Covenants executed by Thomas R. Stone III on the 4th day of August, 1970, which was filed in the office of the County Clerk of Wagoner County, Oklahoma, in Plat Book 4 at Page 27 thereof, and all the conditions, restrictions, easements and dedications to the public contained therein.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 4th day of October, 1971.

Thomas R. Stone III
Sharon D. Stone

Acknowledged in statutory form on October 4, 1971 by Thomas R. Stone III and Sharon D. Stone, his wife, before Edgar R. McCollough, Notary Public, Wagoner County, Oklahoma. (Seal) Commission expires September 23, 1972.



**AGREEMENT FOR EXTENDING LEASE AND
RESTRICTING POST-TERMINATION USE**



THIS Agreement is made and entered into this 19th day of December, 1996, by and between RODNEY O. SMITH, AS TRUSTEE OF THE RODNEY O. SMITH TRUST UNDER INDENTURE DATED SEPTEMBER 19th, 1983 (the "Lessor"), Party First Part, or assigns, and GIT-N-GO, INC., an Oklahoma corporation (the "Lessee"), Party of the Second Part.

WITNESSETH:

WHEREAS, the Lessor and the Lessee are parties to a Lease Agreement (the "Lease") covering the following described lands in Wagoner County, Oklahoma:

Lot Eleven (11), Block Two (2), PRAIRIE DALE ADDITION, an Addition platted and located in a part of the E/2 SE/4 of Section 21, Township 18 North, Range 15 East, Wagoner County, Oklahoma, according to the Recorded Plat thereof

(the "Leased Premises"); and

WHEREAS, the primary term of the Lease commenced April 1, 1982, and will expire on March 31, 1997, unless continued by one of the optional renewal terms stated in the Lease; and

WHEREAS, the Lessee has notified the Lessor that the Lessee does not propose to extend the term of the Lease under the first optional extended term or other optional extended term and the Lessor and the Lessee have agreed, in lieu thereof, that in consideration of the payment to be made by the Lessee to the Lessor as herein provided, the Lease shall terminate in accordance with its terms as of March 31, 1997, and the Lessor will restrict the use of any of the Leased Premises for a term of thirty years commencing April 1, 1997, or when Lessee vacates Leased Premises, against any use for: (i) the operation of any convenience store; (ii) the marketing of motor fuels (gasoline, diesel oil, etc.)

NOW, THEREFORE, the Lessor does hereby covenant and agree to and with the Lessee that: (i) for a term commencing April 1, 1997, and concluding March 31, 2027, the Lessor will not authorize or suffer or permit the Leased Premises to be used for the operation of any convenience store or facility for marketing motor vehicle fuels (gasoline, diesel oil, etc.); and (ii) if the Leased Premises shall be leased or rented to, or sold or disposed of to, any other person, entity or organization each lease, deed or other writing effecting any transfer of any interest in the Leased Premises will contain provisions precluding the use of the Leased Premises, or any part thereof, for any of the aforesaid

Exception No. 7

purposes during such period with provisions that such restraint is for the benefit of Git-n-Go, Inc. only and may be enforced by it as a third party beneficiary.

In consideration of the foregoing covenant, agreement and undertaking on the part of the Lessor, the Lessee hereby agrees to pay to the Lessor, on or before the 6th day in each month, commencing in April, 1997, the sum of \$3,496.00 for each month, as rent, until Lessee vacates the premises. On the date that the Lessee vacates the premises the Lessee will pay Rodney O. Smith, Trustee, \$41,952.00 as compensation for the deed restriction as described above.

This Agreement shall be deemed to evidence the reservation by the Lessee of an easement consisting of the rights of the Lessee in respect of the use restrictions hereby created for the term stated herein and shall run with the land for all of such term.

The Lessor and the Lessee acknowledge that an executed copy of this Agreement may be recorded in the real estate recording records of Wagoner County, Oklahoma, and shall be enforceable against any and all persons and entities who shall during the restriction term occupy any of the Leased Premises. This Agreement shall be enforceable against the owners and occupiers of the Leased Premises for the thirty year period hereof.

IT WITNESS WHEREOF, the Lessor and the Lessee have executed this Agreement in multiple counterparts, each of which shall constitute an original copy as of the day and year first hereinabove written.

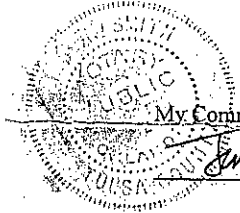
By Rodney O. Smith, Trustee
Rodney O. Smith, as Trustee of the
Rodney O. Smith Trust

GIT- N-GO, INC.

By Tom V. Waddle
Tom V. Waddle
Executive Vice President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by RODNEY O. SMITH, as Trustee of the Rodney O. Smith Trust.



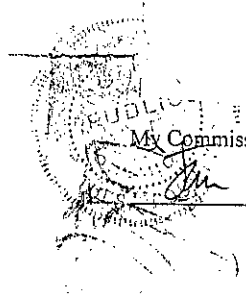
My Commission Expires:

Jan 28, 1999

Notary Public

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th day of December, 1996 by Tom V. Waddle, as Executive Vice President of GIT-N-GO, INC., an Oklahoma corporation.



My Commission Expires;

Jan 28, 1999

Notary Public

H

AGREEMENT AMENDING AGREEMENT FOR
EXTENDING LEASE AND RESTRICTING
POST-TERMINATION USE

This Agreement (the "1997 Amendment") is an amendment of and supplement to that certain Agreement for Extending Lease and Restricting Post-Termination Use (the "1996 Agreement") dated December 19, 1996 between RODNEY O. SMITH, AS TRUSTEE OF THE RODNEY O. SMITH TRUST UNDER INDENTURE DATED SEPTEMBER 19, 1993, and/or assigns, (the "Lessor"), and GIT-N-GO, INC., an Oklahoma corporation (the "Lessee"), pertaining to the following described lands in Wagoner County, Oklahoma:

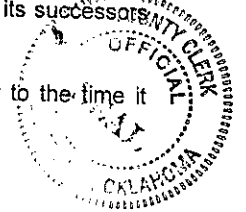
Lot Eleven (11), Block Two (2), PRAIRIE DALE ADDITION, an Addition platted and located in a part of the E/2 SE/4 of Section 21, Township 18 North, Range 15 East, Wagoner County, Oklahoma, according to the Recorded Plat thereof

(herein the "Leased Premises").

The 1996 Agreement is hereby amended to provide that upon the expiration of the primary term of the lease of April 1, 1982 on March 31, 1997, the Lease shall continue in effect thereafter for a period of two years at a monthly rental in the amount of \$3,496.00 payable by the Lessee to the Lessor on or before the 6th day of each month; provided, however, that the Lessee shall be entitled to terminate the Lease upon sixty days' written notice to the Lessor. The Lessee agrees to pay RODNEY O. SMITH, TRUSTEE, the sum of FORTY ONE THOUSAND NINE HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$41,952.00), as compensation for the use restriction at the execution of this document.

For and in consideration of the foregoing the Lessor, as the owner of the above described lands, has agreed, and does hereby covenant and agree to and with the Lessee, that for a period from the date of April 1, 1997 until March 31, 2027, the use of the aforesaid lands shall be restricted to prevent the use thereof by any person, firm, organization or entity, other than Git-n-Go, Inc., for the purpose of operating any retail convenience store or facility for marketing of any motor vehicle fuels and this restriction shall constitute a covenant running with the land as well as an easement in favor of the Lessee and its successors and assigns.

The Lessee will at its sole cost and expense, prior to the time it shall vacate the above referenced property:



Exception No. 8

- WAGONER COUNTY TENNESSEE COUNTY CLERK
- a. Remove all underground tanks, lines, connections, vents canopies, pumps and other equipment used or available for use in connection with the storage, marketing, dispensing, distribution or sale of motor fuel presently located within the Real Estate (the "UST System"); and
 - b. Remove all signs, walk-in coolers, counters, shelves and other trade fixtures owned or used by Git-n-Go, to the extent located upon or within the Real Estate; and
 - c. Fill, compact, cover and resurface all holes, pits and other openings resulting from the removal of the underground tanks, lines, vents, canopies and other motor fuel storage and dispensing equipment; and
 - d. Complete closure and removal of the UST System in compliance with all applicable local, state and federal laws and regulations with respect thereto and to take all action as may be required by all applicable environmental and other laws, statutes and regulations for the clean up and restoration of the Real Estate and assume and pay all administrative, enforcement and other costs imposed by any governmental authority with respect to the operation of the UST System.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Agreement in multiple counterparts, each of which shall constitute an original copy as of the day and year first hereinabove written.

3/31/97

By Rodney O. Smith, Trustee
Rodney O. Smith, as Trustee of the
Rodney O. Smith Trust

GIT-N-GO, INC.

By Tom V. Waddle
Tom V. Waddle
Executive Vice President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 31st day of March, 1997, by Rodney O. Smith, as Trustee of the Rodney O. Smith Trust.

Connie L. Hutchinson
Notary Public



STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledge before me this 31st day of March, 1997, by Tom V. Waddle, Executive Vice President of GIT-N-GO, INC., an Oklahoma corporation.

Connie L. Hutchinson
Notary Public



BOL ADDITION

A replat of lots 10 and 11, block 2 of Prairie Dale Addition being a part of the E/2 OF SE/4 of Section 21, T-18-N, R-15-E, of the I.B. & M, City of Broken Arrow, Wagoner County, State of Oklahoma.

Addition has 1 Lot in 1 Block
and contains 2.184 acres, more or less.

PLC5-409B

2010-6635 Book: 1894 pg: 509
6/4/2010 1:50 PM pgs: 509 - 509
Fees: \$66.00 Doc: \$0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

Deed of Dedication and Declaration of Restrictive Covenants

BOL ADDITION

KNOW ALL MEN BY THESE PRESENTS:

Irish Properties, LLC hereinafter referred to as the "Owner/Developer", are the owners of the following described land in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A REPLAT OF LOTS 10 AND 11, BLOCK 2, PRAIRIE DALE ADDITION BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE/4 OF SECTION 21, T-18-N, R-15-E THENCE S 00°10'50" W ALONG THE EAST LINE OF THE SE/4 A DISTANCE OF 1,660.00 FEET; THENCE N 89°38'10" W A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING, ALSO BEING DESCRIBED AS THE NORTHEAST CORNER OF SAID LOT 10; THENCE S 00°10'50" W ALONG THE EAST LINE OF PRAIRIE DALE ADDITION AND PARALLEL TO THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 341.19 FEET; THENCE N 66°52'08" W A DISTANCE OF 388.77 FEET TO A POINT THAT IS THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N 00°13'31" E A DISTANCE OF 190.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE S 89°41'32" E A DISTANCE OF 357.85 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 95,139 S.F. OR 2.184 ACRES±.

9
Exception No.

And have caused the above described tract of land to be surveyed, staked, and platted in conformity with the accompanying plat, and has designated the subdivision as "BOL ADDITION", a Subdivision in the City of Broken Arrow, Wagoner County, Oklahoma (hereinafter referred to as "BOL ADDITION" or the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

A. Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "utility easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid; provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead poles may be located along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.
2. All supply lines in the Subdivision except those mentioned in paragraph 1 above, including electric, telephone, and cable television and gas lines shall be located underground in the easements reserved for general utility services shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

3. Underground service cables and gas service lines to all structures which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by, the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.
4. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority: to cut down, trim, or treat any trees and undergrowth on said easement.
5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, and cable television or gas services.

C. Water and Sanitary Sewer Services

1. The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains or storm sewers shall be prohibited.
3. Wagoner County Rural Water District No. 4, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public water mains and sanitary sewer mains, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot, his agents or contractors.
4. Wagoner County Rural Water District No. 4, Oklahoma, or its successors, shall at all times have the right of access to all easements depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sanitary sewer facilities.

5. Where waterlines fall within a utility easement, that portion of the utility easement is for the use of Wagoner County Rural Water District No. 4, Oklahoma, or its successors. The easements dedicated herein for purpose of providing potable water are dedicated to Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4. Providers of utilities other than potable water may use said easements for the purpose installing and maintaining their own utilities.
6. The foregoing covenants set forth in this Paragraph C. shall be enforceable by the Wagoner County Rural Water District No. 4, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Storm Sewer Services

1. The owner of the lot shall be responsible for the protection of the storm sewers located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 1 foot from the contours existing upon the completion of the installation of a storm sewer, or any construction activity which would interfere with public storm sewers shall be prohibited.
3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public storm sewers, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of his lot, his agents or contractors.
4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground sewer facilities.
5. The foregoing covenants set forth in this Paragraph D. shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

E. Gas service

1. The owner of the lot shall be responsible for the protection of gas facilities located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of one foot from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.

5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this Paragraph E shall be enforceable by the supplier of gas service and the owner of the lot agrees to be bound hereby.

F. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this Paragraph F shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

G. Paving and Landscaping Within Easements

The owner of the land affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, Wagoner County Rural Water District No. 4, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Stormwater Detention Easement

1. The owner/developer does hereby dedicate to the City of Broken Arrow, Oklahoma for Public Use (Subject to Easements of Record) a perpetual easement on, over, and across the property designated and shown on the accompanying plat as Detention Easement (hereinafter referred to as the "Detention Easement Area") for the purpose of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the lot within "BOL ADDITION" and from properties not included within "BOL ADDITION".
2. Detention, retention, and other drainage facilities constructed within the detention easement area shall be in accordance with the standards and specifications approved by the City of Broken Arrow, Oklahoma.
3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by the Broken Arrow Stormwater Manager

4. Detention, retention, and other drainage facilities shall be maintained by the owner of lot 1 to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation and the owner of lot 1 shall provide customary grounds maintenance within the detention easement area in accordance with the following standards:
 - A. Grass areas shall be mowed (in season at regular intervals not exceeding four weeks)
 - B. Concrete appurtenances shall be maintained in good condition and replaced if damaged.
 - C. The detention easement area shall be kept free of debris.
 - D. Cleaning of siltation and vegetation from concrete channel shall be performed twice yearly.
5. Landscaping approved by the City of Broken Arrow shall be allowed within detention easement.
6. The Stormwater Detention Easement areas and facilities located within a lot shall be maintained by the owner of the lot upon which the detention easement is located at his cost in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner of lot 1 should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour within the detention easement area, the City of Broken Arrow, Oklahoma, or its designated contractor may enter and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of lot 1. In the event the owner of lot 1 fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot within "BOLADDITION". A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Easements, and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I, the supplier of utility service or the City of Broken Arrow, Oklahoma may bring an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant.

B. Duration

These restrictions and covenants, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained in Section I, Easements & Utilities may be amended or terminated at any time by written instrument signed and acknowledged by the owner of a lot and by the Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. No amendment that causes utility easement to be vacated is valid until the Owner obtains an appropriate ruling from the district court of Tulsa County, Oklahoma or the written consent of all utility users.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

In Witness Whereof, Irish Properties, LLC, has executed this instrument this 22 day of March 2010.

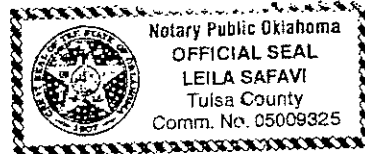
Irish Properties, LLC

By: [Signature], Manager
Thomas A. Biolchini

State of Oklahoma)
) ss.
County of Tulsa)

This instrument was acknowledged before me on this 22 day of March 2010, by Thomas A. Biolchini, as Manager, of Irish Properties, LLC.

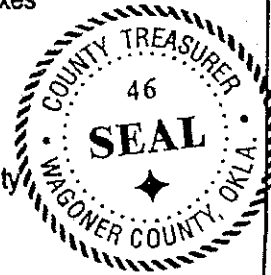
Notary public [Signature]
My commission expires: 10/6/13



I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 2009 tax rolls the taxes on the above description are paid.

Gloria Marshall, County Treasurer

Gloria Marshall Deputy
6-4-2010



APPROVED 9-2-08 by the
City Council of the City of Broken Arrow,
Oklahoma.

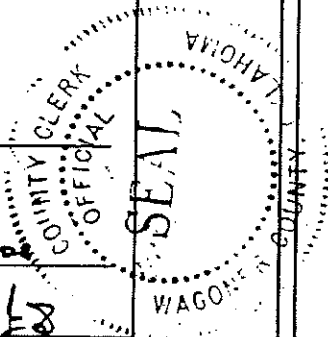
Mike Lester

Mayor

Mary E. Brown

Attest: City Clerk

3-31-10 JS



BOL ADDITION

Case No. PT08-111, Development No. 08-110

March 15, 2010

SHEET 2 OF 2

Denver Bess

Vol. 358 Page 218
Records of County Clerk

to

RIGHT OF WAY EASEMENT

Rural Water District No. 4
Wagoner County, Oklahoma

Dated ---
Filed May 18, 1967
at 10:30 a.m.

Consideration \$1.00 and other
good and valuable consideration

KNOW ALL MEN BY THESE PRESENTS:

That Denver Bess,

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Rural Water District No. 4, Wagoner County, Oklahoma, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water mains together with all necessary and convenient appurtenances thereto, over and across the following land owned by Grantor in Wagoner County, State of Oklahoma:

S 21 NW NW/2 Section 21, Township 18 North,
Range 15 East, Wagoner County, Oklahoma

together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 10 feet in width, the centerline thereof shall be parallel to existing road easements and the centerline shall not exceed --- feet from the center of the road.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that



Exception No. 13

no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Denver Bess

Acknowledged in statutory form on March 28, 1967 by Denver Bess before Ilene W. Orendorff, Notary Public, Tulsa County, Oklahoma (Seal) Commission expires March 9, 1969.



Thomas R. Stone ---

to

Oklahoma Natural Gas Company

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Records of County Clerk

RIGHT OF WAY AGREEMENT

Dated July 18, 1968
Filed July 23, 1968
at 8:00 A.M.

Consideration \$1.00 and other
valuable considerations

INSTRUMENT RECITES:

THIS AGREEMENT, made and entered into by and between Thomas R. Stone, hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

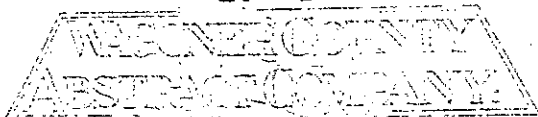
WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Wagoner, State of Oklahoma, and more particularly described and identified as follows, to-wit:

Within the North 15 feet and the West 10 feet of the East 34.75 feet of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21, Township 18 North, Range 15 East of the Indian Meridian,

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe



Exception No. 14

24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

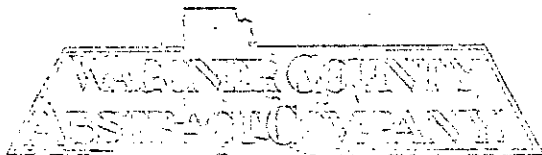
3. That the Grantee shall have the right at any time to change the size of its pipe line and other obstructions that may injure, endanger and or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee and the third by two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

Thomas R. Stone

Acknowledged in statutory form on July 18, 1968 by Thomas R. Stone --- before Ray A. Barrett, Notary Public, Wagoner County, Oklahoma ---.





2014-1232 Book: 2135 pg: 434
2/4/2014 10:58 AM pgs: 434 - 811
Fees: \$787.00 Doc: \$0.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS (this "Assignment") is executed on the date(s) of acknowledgement hereof as set forth hereinafter, but to be effective as of 12:01 a.m. (Central Time) on January 27, 2014 (the "Effective Time"), by and between ONEOK, Inc., an Oklahoma corporation ("Assignor"), and ONE Gas, Inc., an Oklahoma corporation ("Assignee"), Assignee having a mailing address of 100 West 5th Street, Tulsa, OK 74103.

WHEREAS, Assignor and Assignee entered into that certain Separation and Distribution Agreement dated as of January 14, 2014, as the same may be amended from time to time (the "Separation Agreement"), which provides for, among other things, (i) the transfer and assignment by Assignor to Assignee, pursuant to Section 2.2(a) of the Separation Agreement, of all of Assignor's right, title and interest in and to the easements, rights-of-way, permits, licenses, leases and all other similar agreements listed on the attached Exhibit A (the "Real Property Rights"), and (ii) the assumption, pursuant to Section 2.3 of the Separation Agreement, of the LDC Liabilities, as that term is defined in the Separation Agreement, relating to, arising out of, or resulting from the Real Property Rights, by Assignee, including all liabilities thereunder;

NOW, THEREFORE, in consideration for the mutual promises contained in the Separation Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment and Assumption. Assignor transfers, contributes, assigns and distributes to Assignee all of Assignor's right, title and interest in and to the Real Property Rights, effective as of the Effective Time. Assignee accepts the foregoing assignment of the Real Property Rights, effective as of the Effective Time. Assignee agrees to accept, assume, perform, discharge and fulfill all of the LDC Liabilities relating to, arising out of or resulting from the Real Property Rights assigned hereunder, including all liabilities thereunder, effective as of the Effective Time. Assignee assumes no Retained Business Liabilities, as that term is defined in the Separation Agreement, and the parties hereto agree that such Retained Business Liabilities shall remain the sole responsibility of Assignor.

(00054246 - 1)
Kansas & Oklahoma

Exception No. 14420

2. Disclaimer. Each party hereto acknowledges and agrees that, except (a) as expressly set forth in Section 1 of this Assignment and (b) for those representations, warranties, covenants, agreements and indemnities set forth in the Separation Agreement, no representations, warranties, covenants, agreements or indemnities, whether express or implied, and whether arising by statute, common law or otherwise (including but not limited to any express or implied warranty or covenant of or relating to title, ownership, right to convey, or encumbrances or freedom therefrom) with respect to the Real Property Rights or the LDC Liabilities are made by any party hereto in or pursuant to this Assignment, but rather are expressly disclaimed; it being acknowledged and agreed by Assignor and Assignee that any and all rights of Assignor and Assignee vis-a-vis the other regarding such matters are governed solely by the Separation Agreement.

3. Conflict. In the event of any conflict or inconsistency between the terms of the Separation Agreement and the terms of this Assignment, the terms of the Separation Agreement shall govern.

4. Successors. All of the covenants, terms and conditions set forth herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns as permitted by Section 11.10 of the Separation Agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal Laws, as such term is defined in the Separation Agreement, and not the Laws governing the conflicts of Laws, of the State of Oklahoma. Any dispute arising out of or relating to this Assignment shall be governed by Article IX of the Separation Agreement.

6. Counterparts. This Assignment may be executed in multiple counterparts, all of which together shall for all purposes constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT A - LEGALS

OK-1064370

Agreement No	Grantor/Lessor	Grantee/Lessee	Doc Type	Date	Book	Page	Other
LEGAL DESCRIPTION: Formatted Legal T18N-R15E-S21 NE							
				State, County OKLAHOMA, WAGONER			
* OK-1064372	D. E. BESS ET AL	ONG	RIGHT OF WAY	02/14/1970	357	91	
LEGAL DESCRIPTION: Formatted Legal T18N-R15E-S21 NW							
				State, County OKLAHOMA, WAGONER			
* OK-1064373	D. E. BESS ET UX	ONG	RIGHT OF WAY	12/14/1977	501	676	
LEGAL DESCRIPTION: Formatted Legal T18N-R15E-S21 NW							
				State, County OKLAHOMA, WAGONER			
* OK-1064366	THOMAS R. STONE	ONG	RIGHT OF WAY	07/18/1968	369	92	
LEGAL DESCRIPTION: Formatted Legal T18N-R15E-S21 SE							
				State, County OKLAHOMA, WAGONER			
* OK-1064368	THOMAS R. STONE II	ONG	RIGHT OF WAY	06/29/1973	421	21	
LEGAL DESCRIPTION: Formatted Legal T18N-R15E-S21 SE							
				State, County OKLAHOMA, WAGONER			

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version 5.00.06
Report Run: 11/15/2013 3:14:02 pm

2013.12.12 Book: 2705 pg 973
2/4/2014 10:59 AM Page: 434 - 411
Fees: \$707.00 Doc: \$0.00
LMI Fee/Title, County Clerk
Wagoner County - State of Oklahoma

(AND OTHER LANDS NOT HEREIN ABSTRACTED)

Filed July 15, 1976
at 8:00 am.

Co. Agent F. J. resher
Area No. 112 W.O. or Acct. 134-2711

UNDERGROUND RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
That, GIT-N-GO, Inc., an Oklahoma Corporation

and _____, his wife, hereinafter referred to as "Grantor", for the sum of One Dollar and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys and warrants unto PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation, hereinafter referred to as "Grantee", its successors and assigns, the perpetual right, privilege and authority to construct, operate, maintain, reconstruct and remove an underground electrical system, consisting of conduits, wires, cables, fixtures, surface-mounted transformers and pedestals and other appurtenances for the transmission, transformation, regulation and distribution of electrical current under, upon and across the following described real property and premises, situated in Wagoner County, State of Oklahoma, to-wit:

Lot Eleven (11), Block Two (2), PRAIRIE DALE, an addition located in a part of the E/2 SE/4, Section 21, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma, according to the Recorded Plat thereof.

Easement: Two and one half (2 1/2) feet either side of a service cable running from a dip pole located on the east line of said tract and identified by co-ordinate #1815-21-9913; thence north approximately 65 feet; thence west approximately 45 feet to the meter located on the north side of the building located on said tract.

Said right-of-way to be Five (5) feet in width.

Grantors warrant that the surface of the earth upon said easement will not be lowered without prior consent of Grantee. This covenant is recognized as being necessary for the protection of the underground facilities and the public. Grantor agrees to be responsible for any damage to the facilities.

While the installations to be made by Grantee in pursuance of this grant are made to facilitate the development of Grantor's property and are permanent in nature, Grantor nevertheless reserves the right to require relocation of all or a part of said facilities installed by Grantee hereunder to the extent, from time to time, as is necessary to permit the further development of said property, upon the condition, however, and it is hereby agreed that Grantor, or the successors in interest to Grantor, will bear the cost of any and all such relocations.

ALSO granting said Grantee, its successors and assigns, the perpetual right, privilege and authority to prevent the placement of any structure that may, in the judgment of the Grantee, interfere with or endanger said underground electrical system or its maintenance and operation; and to enter upon the above described premises for the purposes of constructing, operating, maintaining, reconstructing and removing its said underground electrical system aforesaid, and further granting to said Grantee, its successors and assigns, the right, privilege and authority to construct, operate, maintain, reconstruct and remove such underground electrical system under, upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto.

SIGNED AND DELIVERED this 25 day of May, 19 76.

ATTEST: (Seal)

GIT-N-GO, INC.

[Signature]
SECRETARY

BY:

W. Earl Mead Jr.
PRESIDENT

(Corporate Acknowledgment)

STATE OF OKLAHOMA, County of Tulsa, ss.

The foregoing instrument was acknowledged before me this 25TH day of May

19 76 by W. EARL MEAD JR. President

of GIT-N-GO, INC. in Oklahoma

corporation, on behalf of the corporation.

My Commission Expires February 8, 1977
My Commission expires _____

[Signature]
Notary Public

Exception No. 16

mailing address correct

WARRANTY DEED

2922(2)
Parcel 32

557 425

REC 8/24/81

KNOW ALL MEN BY THESE PRESENTS:

RECORD COPY

That Cit N Co, Incorporated, an Oklahoma Corporation

part y of the first part, in consideration of the sum of Fifty three thousand nine hundred and 00/100 - DOLLARS (\$ 53900.00) do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lot 11, Block 2 Prairie Dale a subdivision platted in the SE 1/4 of Section 21, T 18 N, R 15 E, in Wagoner County, Oklahoma. Said parcel of land being described as follows:

The South 15.00 feet of said Lot 11, Block 2.

Containing 0.13 acres, more or less.

STATE OF OKLAHOMA)
COUNTY OF WAGONER)
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED

8062

SEP 3 1981

AT the City of Muskogee OKLAHOMA
JACK C. JONES, County Clerk
By Paul Wagoner, Secretary

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint Cit N Co, Incorporated as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 11th day of August, 19 81

Robert D. Hurd
Secretary

W. Earl Hoadley, Jr.
W. Earl Hoadley, President

Exception No. 17

WAGONER COUNTY ABSTRACT COMPANY STATE BUSINESS NO FEE

587 - 426

State of Oklahoma)
County of) 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.

Witness my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____

Individual Acknowledgment

State of Oklahoma)
County of) 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.

Witness my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____

Individual Acknowledgment

State of Oklahoma)
County of Tulsa) ss.

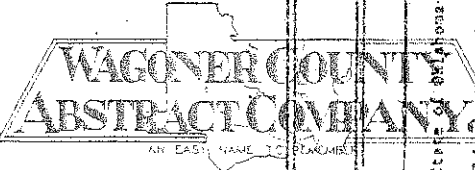
Before me, a Notary Public in and for said county and state, on this 11th day of August, 19 81, personally appeared W. Earl Mead, Jr. to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Tracy W. Sliv Notary Public

My Commission expires: 6-6-82

Corporation Acknowledgment



This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in Book _____, Page _____, Fees, \$ _____
County Clerk
Deputy

Return to
Department of Transportation
Right-of-Way Division
800 NE 21st Street
Oklahoma City, Oklahoma 73105

18

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF OKLAHOMA

FILED
NOV 28 2012

CONNIE L. WEATHERS, RALPH)
COMPTON, and JAN L. HUNTER-HARDEN,)
on behalf of themselves and all others)
similarly situated,)

Plaintiffs,)

vs.)

SPRINT COMMUNICATIONS COMPANY L.P.,)
QWEST COMMUNICATIONS COMPANY,)
LLC, and LEVEL 3 COMMUNICATIONS, LLC,)

Defendants.)

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKLA.
BY WHD DEPUTY

2013-10710 Book: 2106 pg: 507
8/19/2013 12:43 PM pgs: 507 - 528
Fees: \$55.00 Doc: \$0.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

No. CIV-11-1475-W



**EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION**

WHEREAS, the parties in this class action ("Action") entered into an Oklahoma Class Settlement Agreement, as of March 15, 2012 ("Settlement Agreement");¹

WHEREAS, on November 28, 2012, the Court entered an Order and Judgment in this matter approving the Settlement Agreement and ordering that this Action be settled as a class action on behalf of the following class ("Settlement Class"), which is defined as and the members of which shall be referred to as "Class Members":

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline;

¹The terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the parties' Settlement Agreement.

Exception No. 19

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Lori Hendricks, County Clerk
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and,

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the right-of-way adjacent to the property of each Class Member, the Court based upon the foregoing ORDERS as follows:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (hereafter "Grantor") hereby grants to whichever Sprint Communications Company L.P., Qwest Communications Company, LLC, and Level 3 Communications, LLC, has Designated for inclusion under a Settlement Agreement the right-of-way that adjoins, underlies or includes Covered Property owned by a Class Member, together with its successors, assigns, and licensees (hereafter "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: (a) owner name, (b) owner mailing address, (c) tax map identification number, (d) tax parcel identification number, (e) lot number and (f) section, township, and range. Exhibit 1 may also describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber-optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property (a) that either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 ("Grantor's Property")(for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and (b) that (i) is or was used as a railroad right-of-way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property ("Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on March 22, 2012, (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side

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Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on March 22, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent (25%). The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as the Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by the Grantor; provided, however, that in no event shall the Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if the Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of the Grantor, where access from public or

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railroad roads is not reasonably practical, provided the Grantee has made commercially reasonable efforts to give prior notice to the Grantor of the Grantee's use of the Grantor's private roads. The Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that the Grantor may have for any damages to the Grantor's property outside of the Easement Premises caused by the Grantee's action. If the Grantee's action causes damage to any of the Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, the Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after November 28, 2012, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. The Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor; provided, however, that the foregoing shall not be binding upon the Grantee if the Grantee's Telecommunications Cable System is currently located within such area. If the Grantee's action causes damage to any of the Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within

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the Easement Premises, the Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of the Grantee in the Easement Premises and that is owned or operated by either (a) the Grantee or (b) any person or entity to which the Grantee has sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on March 22, 2012, but that was acquired by the Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from Sprint Communications Company L.P., Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation, Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc., WiTel Communications, Inc., WiTel Communications, LLC, and/or Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument; provided, however, that the Grantor shall not use a method of extraction that interferes with, or impairs in any way, the Easement, the Telecommunications Cable System, or the exercise of the Grantee's rights herein.

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The Grantor shall not, nor shall the Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of the Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by the Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that the Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises; provided, however, and notwithstanding the foregoing, that the Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with, or impairs in any way, the Grantee's Telecommunications Cable System or the exercise by the Grantee of the rights granted herein.

Subject to the terms hereof, the Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

The Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real

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property rights, including the priority of interests, between the Grantor and any railroad or between the Grantee and any railroad, or any of their predecessors, successors, past or present predecessors-in-interest, successors-in-interest, successors-in-title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit the Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line; provided, that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of the Grantor for the purpose of granting the Easement to the Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of the Grantor's right, title or interest, if any, in, or to, the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of the Grantor's right,

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title, and interest therein. The Grantor and the Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which the Grantor holds no right, title or interest.

No rights reserved to the Grantor herein shall be deemed to expand rights reserved to the Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of the Grantee shall be deemed to limit rights heretofore granted by the Grantor or its predecessors-in-interest under any other easement, right of way, license, lease, or any similar instrument or court order.


The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between the Grantor and that Grantee that modify, alter or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto the Grantee, its successors and assigns in perpetuity or until such time as the Grantee shall cause the Easement to be released of record.

3. The Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreement.

DATED and ENTERED this 28th day of November, 2012.


LEE R. WEST
UNITED STATES DISTRICT JUDGE

9

ATTEST: A true copy of the original
Robert D. Dennis, Clerk
By Murray Rhea
Deputy

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Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

251	N/A	7300038162	N/A	17N-15E-33	N/A	Patricia Dugan Revoc Liv Tr														
252	N/A	7300035394	N/A	18N-15E-18	N/A	Henderson	William J	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
253	N/A	7300035396	N/A	18N-15E-18	N/A	Hughes	Mark Joanna	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
254	N/A	7300035601	N/A	18N-15E-18	N/A	Meiser	Chester D	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
255	N/A	7300036627	N/A	18N-15E-18	N/A	Hart Jr	Francis J	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
256	N/A	7300035630	N/A	18N-15E-18	N/A	Uhlman	Robert G	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
257	N/A	7300035637	N/A	18N-15E-18	N/A	Wright	Alva & Virginia Frost	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
258	N/A	7300038333	N/A	18N-15E-18	N/A	Hill	James W & Betty G	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
259	N/A	7300038353	N/A	18N-15E-18	N/A	Fowler	Rex M	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
260	N/A	730003837	N/A	18N-15E-18	N/A	Phyllis & James Hamm Co-Tr		Broken Arrow	OK	74014	Sprint	Wagoner	OK							
261	N/A	730003838	N/A	18N-15E-18	N/A	Yingst	Robert D	Broken Arrow	OK	74467	Sprint	Wagoner	OK							
262	N/A	7300035597	N/A	18N-15E-18	N/A	Catlett	Arvell L	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
263	N/A	730007933	N/A	18N-15E-18	N/A	Couch	Ernest	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
264	N/A	730038955	N/A	18N-15E-18	N/A	Keel Investment Co Ltd		Coweta	OK	74429	Sprint	Wagoner	OK							
265	N/A	730039930	N/A	18N-15E-18	N/A	Reed	Donald & Jessie	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
266	N/A	730057307	N/A	18N-15E-18	N/A	FP Investors LLC		Dallas	TX	75248	Sprint	Wagoner	OK							
267	N/A	730005642	N/A	18N-15E-19	N/A	Kimbrough	Barbara A	Broken Arrow	OK	74013	Sprint	Wagoner	OK							
268	N/A	730057307	N/A	18N-15E-19	N/A	Northeastern State University Board of Regents														
269	N/A	730005739	N/A	18N-15E-20	N/A	Keel Investment Co Ltd		Coweta	OK	74429	Sprint	Wagoner	OK							
270	N/A	730005749	N/A	18N-15E-20	N/A	Katy Park	David O	Tulsa	OK	74145	Sprint	Wagoner	OK							
271	N/A	730006123	N/A	18N-15E-20	N/A	Laney	David M	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
272	N/A	730006904	N/A	18N-15E-20	N/A	Brother		Atton	OK	74331	Sprint	Wagoner	OK							
273	N/A	730001092	N/A	18N-15E-21	N/A	Athens	David P	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
274	N/A	730001102	N/A	18N-15E-21	N/A	Spielgel	Richard	Broken Arrow	OK	74014	Sprint	Wagoner	OK							
275	N/A	730001112	N/A	18N-15E-21	N/A	Cruz	Adrian & Adella	Broken Arrow	OK	74014	Sprint	Wagoner	OK							

(AND OTHER LANDS NOT HEREIN ABSTRACTED)

276	N/A	730001114	N/A	18N-15E-21	N/A	Chisoc	Calvin W	Otomilee	OK	74447	Sprint	Wagoner	OK
277	N/A	730001121	N/A	18N-15E-21	N/A	Simpson	Bart L & Phyllis	Broken Arrow	OK	74014	Sprint	Wagoner	OK
278	N/A	730001148	N/A	18N-15E-21	N/A	Pugh	Beth L	Broken Arrow	OK	74014	Sprint	Wagoner	OK
279	N/A	730001156	N/A	18N-15E-21	N/A	Jenkins	Tom & Marsha	Broken Arrow	OK	74014	Sprint	Wagoner	OK
280	N/A	730001160	N/A	18N-15E-21	N/A	Shoop	Willard B	Broken Arrow	OK	74014	Sprint	Wagoner	OK
281	N/A	730001166	N/A	18N-15E-21	N/A	Dubuc	Donald E & Taddie L	Broken Arrow	OK	74014	Sprint	Wagoner	OK
282	N/A	730001174	N/A	18N-15E-21	N/A	Foster	Terry B	Broken Arrow	OK	74014	Sprint	Wagoner	OK
283	N/A	730001746	N/A	18N-15E-21	N/A	Foster	David H	Broken Arrow	OK	74014	Sprint	Wagoner	OK
284	N/A	730001750	N/A	18N-15E-21	N/A	Dianne Y Lack Tr		Broken Arrow	OK	74014	Sprint	Wagoner	OK
285	N/A	730001752	N/A	18N-15E-21	N/A	Pollard	Ebert	Broken Arrow	OK	74014	Sprint	Wagoner	OK
286	N/A	730001761	N/A	18N-15E-21	N/A	Garrett	John E & Jaqueta L	Broken Arrow	OK	74014	Sprint	Wagoner	OK
287	N/A	730001765	N/A	18N-15E-21	N/A	Judd	Larry E	Broken Arrow	OK	74014	Sprint	Wagoner	OK
288	N/A	730001767	N/A	18N-15E-21	N/A	Pickens	Robert E	Broken Arrow	OK	74014	Sprint	Wagoner	OK
289	N/A	730001779	N/A	18N-15E-21	N/A	France	Cory L	Broken Arrow	OK	74014	Sprint	Wagoner	OK
290	N/A	730001782	N/A	18N-15E-21	N/A	Stone	Carnel L	Broken Arrow	OK	74014	Sprint	Wagoner	OK
291	N/A	730001783	N/A	18N-15E-21	N/A	Miller	Stephen D	Broken Arrow	OK	74014	Sprint	Wagoner	OK
292	N/A	730001787	N/A	18N-15E-21	N/A	Thompson	James A & Kimberly R	Broken Arrow	OK	74014	Sprint	Wagoner	OK
293	N/A	730001790	N/A	18N-15E-21	N/A	Roberts	John C & V Chantene	Broken Arrow	OK	74014	Sprint	Wagoner	OK
294	N/A	730001803	N/A	18N-15E-21	N/A	Purdy	John & Christina S	Broken Arrow	OK	74014	Sprint	Wagoner	OK
295	N/A	730001811	N/A	18N-15E-21	N/A	Mosby	Richard James	Broken Arrow	OK	74014	Sprint	Wagoner	OK
296	N/A	730001814	N/A	18N-15E-21	N/A	Howard	Donnie	Broken Arrow	OK	74014	Sprint	Wagoner	OK
297	N/A	730002986	N/A	18N-15E-21	N/A	Hardcastle	Jim R	Broken Arrow	OK	74014	Sprint	Wagoner	OK
298	N/A	730002999	N/A	18N-15E-21	N/A	Hardcastle	Jim R	Broken Arrow	OK	74014	Sprint	Wagoner	OK
299	N/A	730007202	N/A	18N-15E-21	N/A	Pro-Build Real Estate Holdings		Broken Arrow	OK	74014	Sprint	Wagoner	OK
300	N/A	730016830	N/A	18N-15E-21	N/A	Orta Self Storage		Broken Arrow	OK	74014	Sprint	Wagoner	OK

(AND OTHER LANDS NOT HEREIN ABSTRACTED)