AUCTION PROPERTY INFORMATION



Choate Auction 680 +/- Acres Seminole County, OK



& Auctioneers

TABLE OF CONTENTS

- Cover Letter
- Broker Disclosure Form
- Auction Terms and Conditions
- Residential Property Disclosure
- Lead Based Paint Disclosure
- Legal Descriptions
- Surveys
- Sample Purchase Contract





WELCOME AUCTION BIDDERS...!

On behalf of Hunting Country Real Estate and United County | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to this auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a professional auction service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over the years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers in a timely and efficient manner.

We strive to deliver industry leading auction marketing, technology and results to our clients. For more information about Hunting Country Real Estate go to www.HuntingCountry.net and for more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com.

Thanks again for your participation on this auction event.

Respectfully,

Michael Shane Terrel

Shane Terrel

Oklahoma Broker / Auctioneer

Lic. #123013

Shawn Terrel
Richard Shawn Terrel

Richard Shawn Terrel Oklahoma Broker / Auctioneer

Lic. #134099



OKLAHOMA REAL ESTATE COMMISSION

What You Need to Know About Broker Services

A real estate broker may work with one or both Parties to a real estate transaction. The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, §858-351 – 858-363) allows a real estate firm to provide brokerage services to both Parties to the transaction. This could occur when a firm has contracted with a seller to sell their property and a prospective buyer contacts that same firm to see the property. If the prospective buyer wants to make an offer on the property, the firm must now provide a written notice to both the buyer and seller that the firm is now providing brokerage services to both Parties to the transaction.

Oklahoma real estate brokers have mandatory duties and responsibilities to all Parties in a real estate transaction. These duties and responsibilities shall be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option or exchange real estate. These duties and responsibilities are to:

- Treat all Parties with honesty and exercise reasonable skill and care.
- Receive all written offers and counteroffers, reduce offers or counteroffers to a written form upon request of any party to a transaction and present timely all written offers and counteroffers (unless specifically waived in writing by a party).
- Timely account for all money and property received by the broker.
- Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act.
- Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- Keep confidential information received from a party or prospective party confidential unless written consent is granted by the party, the disclosure is required by law, or the information is public or becomes public as the results of actions from a source other than the broker. Confidential information includes:
- o That a party is willing to pay more or accept less than what is being offered o That a party or prospective party is willing to agree to financing terms different from those offered o The motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property o Any information specifically designated as confidential by the party unless such information is public.

A broker has additional duties and responsibilities only to a party for whom the broker is providing brokerage services. These duties and responsibilities shall also be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option and exchange real estate. These duties are to:

- Inform the party in writing when an offers is made that the party will be expected to pay certain costs, brokerage services costs and approximate amount of the costs.
- Keep the party informed regarding the transaction.

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

Disclosure of these duties and responsibilities is required in writing. The duties and responsibilities disclosed by the broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

Services provided to a tenant do not automatically create a broker relationship. When a broker provides brokerage services to a landlord under a property management agreement, the services provided to the tenant by the broker shall not be construed as creating a broker relationship between the broker and the tenant unless otherwise agreed to in writing; however, the broker owes to the tenant the duties of honesty and exercising reasonable skill and care.

BUYER or SELLER acknowledges receipt	BUYER or SELLER acknowledges receipt

Online Auction Bidders Agreement

Bidder#	
---------	--

RE: Hunting Country Real Estate LLC – Choate Land Auction – Seminole County Oklahoma

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING OR BIDDING.

I ______ (Bidder aka Buyer) agree to immediately sign and enter into the Real Estate Auction Purchase Agreement, if I am declared the high bidder (winning bidder) by the auctioneer for the following auction:

Choate Land Auction Seminole County Oklahoma – offered as follows:

- Tract 1: 25.93 acres m/l. in Section 24-11N-5E
- Tract 2: 6.70 acres m/l. in Section19-11N-6E
- Tract 3: 17.74 acres m/l. in Section 19-11N-6E
- Tract 4: 6.30 acres m/l. in Section 19-11N-6E
- Tract 5: 113.99 acres m/l. in Section 19-11N-6E
- Tract 6: 508.28 acres m/l. in Sections 13 & 24-11N-5E and Sections 18 & 19-11N-6E

ALL TRACTS ARE LOCATED IN SEMINOLE COUNTY OKLAHOMA

Bidding Open & Close Dates/Times:

ONLINE BIDDING OPEN: September 27th

ONLINE BIDDING CLOSE: Wednesday, November 1st at 5 p.m. Central

IMPORTANT MESSAGE TO BIDDERS: After registering for a HiBid account, bidders will also have to register for this specific auction event and sign the Bidder Registration prior to their bidding accounts being activated.

Bidders waiting until the last day of auction to register stand the risk of missing out on this event. Please make sure your bidding account is activated early.

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement, the Terms and Conditions of this auction and the Real Estate Auction Purchase Agreement Plat Maps, Legal Descriptions and Surveys provided.

I fully understand and agree that this Online Auction Bidders Agreement <u>MUST</u> be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. I acknowledge and understand that Seller may require proof of funds, a bank letter of credit, or additional pre-qualification of me as a bidder. As a bidder, it is solely my responsibility to contact the auction company with any questions regarding the auction, the Online Auction Bidder's Agreement, the Real Estate Auction Purchase Agreement, the Terms & Conditions, Plat Maps, Surveys, Legal Descriptions for each tract, additional documentation and/or pre-qualifications prior to being accepted as a bidder, and prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller's Confirmation:** The properties are being offered in an Online Only Auction, with all bids subject to approval and Acceptance by Seller.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, unless extended by Seller.
- 4) Property Preview: The property can be previewed by personal inspection by contacting the auction managers:

 Mitchell Terrel (580) 732-0504 email mitch.terrel@huntingcountry.net or Shawn Terrel (580)747-6068 email sterrel@unitedcountry.com Property previews are encouraged prior to placing a bid in the auction. There may be livestock in a pasture, so please keep all the gates closed while inspecting. Please do not drive on any crops that may be present. Direct all questions to the auction company.
- 5) **No Financing Contingency:** By participating in this auction, bidder hereby agrees that their bid shall <u>NOT</u> be subject to the bidder's ability to obtain financing. By placing a bid in this auction bidders are making a "cash offer" to purchase the property and understand that financing is NOT a contingency in the purchase agreement.
- 6) **Buyer's Premium:** A <u>Ten Percent (10%)</u> Buyer's Premium shall be added to the final bid price placed online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to establish the Total Contract Sales Price that Buyers are obligated to pay for the property.
- 7) Purchase Contract: Upon the close of the auction the winning bidder will be forwarded (via email) the Real Estate Auction Purchase Agreement. The winning bidder hereby agrees to sign and enter into the Real Estate Auction Purchase Agreement immediately following the close of the auction. A copy of said contract executed by the winning bidder must be received by the Auction Company within 24 hours from the time said Contract was sent to the winning bidder. The Real Estate Auction Purchase Agreement may be hand delivered, electronically signed, or scanned and emailed back to the Auction Company (unaltered). A copy of the Real Estate Auction Purchase Agreement is available for review prior to placing any bids in the auction.
- 8) **Down Payment/Earnest Deposit:** A non-refundable down payment of <u>Ten Percent (10%)</u> of the total contract purchase price (in U.S. Currency) will be wire transferred or hand delivered in the form of certified funds to the Title Company on the earlier of; a) no later than 24 hours following the Buyer's execution of the Real Estate Auction Purchase Agreement, or b) within 48 hours of the auction closing. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) Closing: Closing shall be on November 30th, 2023, or within (10) days after all title requirements (if any) are satisfied, or within (10) days after Buyer passes title without requirements or fails to make title requirements within the time allowed. Closing shall take place at the office of FirsTitle, 210 North Main Street, Seminole OK 74868, with an office phone number of 405-273-9820. Closing Agent is Tonya Friend, and her email address is Tonya.Friend@firstitle.com (Ph# direct line 405-554-5146). Buyers will be afforded the opportunity to close absentee, via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to easements, rights of way, and unreleased oil and gas leases of record.

- 11) Minerals: All tracts are being offered surface only, and no mineral rights are being sold or transferred.
- 12) **Surveys:** Seller has provided surveys for the tracts being offered in this auction. If Buyer desires additional survey(s), it shall be at the Buyer's sole cost and shall not delay Closing.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title:** Title to the Property will be conveyed by a Warranty Deed in a form acceptable to Seller. Seller shall provide Buyer with a Commitment for Title Insurance (the "Commitment") issued by the Title Company showing merchantable title in Seller to the Property, subject however to Standard Policy Exceptions stated in the Commitment, instruments filed of record, easements of record, and visible easements.
- 15) **Closing Costs:** All Closing costs, including initial abstract assembly, update, certification, closing/escrow fees, deed preparation, recording fees and Title Insurance issued by the Closing Agent will be divided equally between Seller and Buyer.
- 16) **Taxes:** The current year's real estate taxes shall be prorated to the date of closing. Current year taxes, if unobtainable, will be based on the latest available tax rate and assessed valuation. The Seller will pay all special assessments which have matured prior to the Closing Date.
- 17) Online Auction Technology (Disclaimer): Under no circumstances shall Bidder have any kind of claim against the Auctioneer(s), the Broker(s) of record, or the Seller, if the Internet service fails to work correctly before, during, or after the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to pause or extend the online auction bidding in the event of any internal or external technology failure, or other issues to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 18) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 19) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines shown on maps, photographs, videos, and other documents or marketing representation are approximate. Bidders should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to the property (except warranty of title as set forth above). Real estate is being sold "AS IS, WHERE IS". Please make all inspections and have financing arranged prior to bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to the end of auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable). The sellers and the auctioneers are NOT developers and make no representations, warranties, or guarantees as to the process or approval of future use for any properties offered for sale. Buyers are required to perform their own due diligence to satisfy themselves on intended uses prior to bidding.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE Online Auction Bidders Agreement – Choate Land Auction – Seminole County Oklahoma

Print Buyer Name (and entity, if applicable)	Buyer Signatur	re Date
Duyor Address	City/State/7in	
Buyer Address	City/State/Zip	
Email	Phone	
Auction Company - Hunting Country Real Estate LLC		
Shane Terrel – Hunting Country - Broker/Auctioneer	580-327-78 89	shane@huntingcountry.net
Shawn Terrel – Heritage Brokers & Auctioneers	580-747-6068	sterrel@unitedcountry.com
Mitchell Terrel – Land Specialist/Auction Manager	580-732-0504	mitch.terrel@huntingcountry.net
Lucinda Terrel – Online Registration/Support	816-420-6257	Lucinda@BuyHeritage.com

THIS IS A LEGALLY BINDING CONTRACT

IF NOT UNDERSTOOD SEEK ADVICE FROM AN ATTORNEY PRIOR TO SIGNING

APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT FORM

Seller instructions: Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) requires a seller of 1 and 2 residential dwelling units to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.

If, however, you occupied the property or **know of a defect in regard to the property,** you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.

Also, if you become aware of a defect <u>after</u> delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

(For more information on the requirements of the law, please refer to the Residential Property Condition Disclosure Information Pamphlet.)

	Seller's l	Disclaimer Statement	
In Sec 13&24-11N-5E a	ind Sec 18&19-11N	never occupied the property located of Seminole Co OK , Oklad AND has no actual knowledge of any	homa: makes no disclo-
NULV (HOLTE	9/26/2023		,
Seller Signature	Date	Seller's Signature	Date
	Purchase	er's Acknowledgment	
subject property and, if d	esired, to have the pr nd received a signed o	wledgment. The purchaser is urged coperty inspected by an expert. The copy of this statement. This completed property identified above.	purchaser acknowledges
Purchaser's Signature	Date	Purchaser's Signature	Date

<u>Note to seller and purchaser:</u> A real estate licensee has no duty to the seller or purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the seller in this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 1915 N. Stiles Ave., Suite 200 (Denver N. Davison Building), Oklahoma City, Oklahoma 73105-4919. Visit the Commission's web site: www.orec.ok.gov

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

	•	•		, ,	
	perty				
Ad	dress:	Tract #6: In Sec		d Sec 18&19-11N-6E Seminol	
Sel	ler's Disc	losure EPA	LINK: https://www -home-portr	.epa.gov/sites/default/files/202 ait-color-2020-508.pdf	0-04/documents/lead-in-you
(a)	Presence	e of lead-based រុ	oaint and/or lead-ba	ased paint hazards (check (i) o	r (ii) below):
	(i)	_ Known lead-ba (explain).	ased paint and/or lo	ead-based paint hazards are p	resent in the housing
	(ii)X	Seller has no k	nowledge of lead-b	ased paint and/or lead-based p	paint hazards in the housing.
(b)	Records	and reports ava	ilable to the seller (check (i) or (ii) below):	
	(i)			with all available records and int hazards in the housing (list	
	(ii) _X	Seller has no r hazards in the		ertaining to lead-based paint a	and/or lead-based paint
Pu	rchaser's	Acknowledgme	nt (initial)		
(c)	X	_ Purchaser has	received copies of	all information listed above.	
(d)	X	_ Purchaser has	received the pamp	hlet <i>Protect Your Family from Le</i> d	ad in Your Home.
(e)	Purchase	er has (check (i)	or (ii) below):		
	(i)			mutually agreed upon period) ce of lead-based paint and/or l	
	(ii)		portunity to conduc nt and/or lead-base	ct a risk assessment or inspect ed paint hazards.	ion for the presence of
Ag	enťs Ack	nowledgment (i	nitial)		
(f)	X			he seller's obligations under 4 ensure compliance.	2 U.S.C. 4852d and is
Cei	rtification	of Accuracy			
				above and certify, to the best of	their knowledge, that the
unc K	MORRIGUES ON	riey nave provided 911†45	d is true and accurate 9/26/2023	•	
Sei	AD5D288D187E	E455	Date	Seller	Date
Pur	chaser		Date	Purchaser	Date
	chael S. 7	Terrel	June1, 2023		
Age	ent		Date	Agent	Date

Legal Descriptions - Choate Land Auction - Seminole County Oklahoma

TRACT 1 - PROPERTY DESCRIPTION:

A 25.93 acre tract of land, more or less, lying in a part of the S/2-SE/4 of Section 24, Township 11 North, Range 5 East of the Indian Meridian, Seminole County, Oklahoma, being more particularly described as follows:

COMMENCING at a 3/8" Iron Rod at the Southeast Corner of the said Section 24; Thence S89°15'22"W, along the South Line of said S/2-SE/4 a dist. of 386.57 feet to a Set 1/2" Iron Rod w/Arkoma CA 5348 Cap and being the Point of Beginning; Thence S89°15'22"W, continuing along the South Line of said S/2-SE/4 a dist. of 937.27 feet to a Found 1/2" Iron Rod w/Arkoma CA 5348 Cap; Thence N00°52'42"W a dist. of 662.22 feet to a Found 1/2" Iron Rod w/Arkoma CA 5348 Cap; Thence N89°15'27"E a dist. of 10.26 feet to a fence corner post; Thence following along the meanders of said fence: N00°59'41"W a dist. of 236.20 feet; N03°29'59"W a dist. of 22.66 feet; N87°28'44"E a dist. of 695.02 feet; N85°05'11"E a dist. of 40.51 feet; N87°24'11"E a dist. of 546.37 feet; S00°32'07"E a dist. of 429.29 feet; S08°43'37"W a dist. of 8.44 feet; S21°28'13"W a dist. of 323.41 feet; S58°59'17"W a dist. of 107.05 feet; S52°55'51"W a dist. of 90.73 feet; S39°09'16"W a dist. of 69.77 feet; S30°54'37"W a dist. of 14.85 feet; S26°44'24"W a dist. of 15.81 feet to a fence corner post; Thence S00°55'12"E a dist. of 38.30 feet to the Point of Beginning, said tract contains 25.93 acres, more or less.

The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 30th day of August, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

TRACT 2 - PROPERTY DESCRIPTION:

A 6.70 acre tract of land, more or less, lying in a part of Lot 15 of Section 19, Township 11 North, Range 6 East of the Indian Meridian, Seminole County, Oklahoma, being more particularly described as follows:

COMMENCING at a 3/8" Iron Rod at the Southwest Corner of the said Section 19; Thence N89°15'24"E, along the South Line of said Lot 15 a dist. of 396.63 feet to a Set 1/2" Iron Rod w/Arkoma CA 5348 Cap and being the Point of Beginning; Thence N03°43'43"E a dist. of 523.83 feet to a fence corner post; Thence following along the meanders of said fence: N88°48'50"E a dist. of 535.66 feet; S00°55'11"E a dist. of 526.38 feet to a Set 1/2" Iron Rod w/Arkoma CA 5348 Cap on the South line of Lot 15; Thence S89°15'24"W, along said South line, a dist. of 578.11 feet to the Point of Beginning, said tract contains 6.70 acres, more or less.

The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 30th day of August, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

TRACT 3 - PROPERTY DESCRIPTION:

A 17.74 acre tract of land, more or less, lying in a part of Lot 15 and SE/4-SW/4 of Section 19, Township 11 North, Range 6 East of the Indian Meridian, Seminole County, Oklahoma, being more particularly described as follows:

COMMENCING at a 3/8" Iron Rod at the Southwest Corner of the said Section 19; Thence N89°15'24"E, along the South Line of said Lot 15 a dist. of 974.74 feet to a Set 1/2" Iron Rod w/Arkoma 5348 Cap and being the Point of Beginning; Thence N00°55'11"W a dist. of 526.38 feet to a fence corner post; Thence following along the meanders of said fence: N39°27'53"E a dist. of 557.28'; N13°12'14"E a dist. of 126.28 feet; N05°51'21"E a dist. of 6.01 feet; N47°44'11"E a dist. of 94.15 feet; N84°12'58"E a dist. of 167.47 feet; S75°44'33"E a dist. of 5.59 feet; S11°45'14"E a dist. of 284.55 feet; S48°54'34"E a dist. of 11.86 feet; S71°32'43"E a dist. of 207.20 feet; N66°14'34"E a dist. of 158.46 feet; S21°04'07"W a dist. of 878.41 feet; S00°24'05"W a dist. of 47.25 feet to a fence corner post; Thence S89°15'24"W, along said South line, a dist. of 709.37 feet to the Point of Beginning, said tract contains 17.74 acres, more or less.

The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 30th day of August, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

TRACT 4 - PROPERTY DESCRIPTION:

A 6.30 acre tract of land, more or less, lying in a part of SW/4-SE/4 of Section 19, Township 11 North, Range 6 East of the Indian Meridian, Seminole County, Oklahoma, being more particularly described as follows:

COMMENCING at a 3/8" Iron Rod at the Southeast Corner of the said Section 19; Thence S89°18'07"W, along the South Line of SE/4 a dist. of 1320.00 feet to a Found 1/2" Iron Rod w/Arkoma 5348 Cap at the Southeast Corner of said SW/4-SE/4 and being the Point of Beginning; Thence S89°18'07"W, continuing along said South line, a dist. of 516.00 feet to a Set 1/2" Iron Rod w/Arkoma 5348 Cap; Thence N00°44'58"W a dist. of 512.72 feet to a fence corner post; Thence following along the meanders of said fence: N81°45'58"E a dist. of 201.14 feet; Thence S89°33'07"E a dist. of 316.66 feet to a fence corner post on the East line of said SW/4-SE/4; Thence S00°44'53"E a dist. of 532.76 feet to the Point of Beginning, said tract contains 6.30 acres, more or less.

The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 30th day of August, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

TRACT 5 - PROPERTY DESCRIPTION:

A 113.99 acre tract of land, more or less, lying in a part of Section 19, Township 11 North, Range 6 East of the Indian Meridian, Seminole County, Oklahoma, being more particularly described as follows:

COMMENCING at a 3/8" Iron Rod at the Southeast Corner of the said Section 19; Thence S89°18'07"W, along the South Line of SE/4 a dist. of 1836.00 feet to a Set 1/2" Iron Rod w/Arkoma CA 5348 Cap and being the Point of Beginning; Thence S89°18'07"W, continuing along said South line, a dist. of 804.00 feet to a Found 3/8" Iron Rod at the Southeast Corner of the Southeast Quarter of the Southwest Quarter; Thence S89°15'24"W, continuing along said South Line, a dist. of 807.86 feet to a Set 1/2" Iron Rod; Thence N00°24'05"E a dist. of 47.25 feet to a fence corner post; Thence following along the meanders of said fence: N21°04'07"E a dist. of 878.41 feet; S66°14'34"W a dist. of 158.46 feet; N71°32'43"W a dist. of 207.20 feet; N48°54'34"W a dist. of 11.86 feet; N11°45'14"W a dist. of 284.55 feet; N75°44'33"W a dist. of 5.59 feet; Thence N00°55'10"W, leaving said fence, a dist. of 305.03 to a

point on the medial line of "1933 North Canadian River"; Thence follow along the meanders of said medial line; S78°17'40"E a dist. of 130.53 feet; N69°26'05"E a dist. of 275.15 feet; N41°11'08"E a dist. of 189.53 feet; N33°12'13"E a dist. of 253.99 feet; N23°16'30"E a dist. of 261.37 feet; N09°40'19"E a dist. of 378.00 feet; N37°57'59"E a dist. of 156.45 feet; N50°45'03"E a dist. of 231.94 feet; N52°05'27"E a dist. of 325.18 feet to a point on the medial line of current "North Canadian River" per google aerial; Thence following along the meanders of said medial line; S15°44'07"E a dist. of 53.13 feet; N78°11'04"E a dist. of 105.69 feet; S81°48'46"E a dist. of 40.83 feet; N73°52'07"E a dist. of 221.30 feet; N61°44'06"E a dist. of 137.37 feet; N27°20'50"E a dist. of 124.82 feet; N38°33'05"E a dist. of 208.70 feet; Thence S51°26'55"E, leaving said medial line, a dist. of 124.77 feet to a point on the current "North Canadian River South Bank"; Thence S22°01'18"E, leaving said river bank, a dist. of 173.02 to a point on the "South Ancient Bank Meander Line"; Thence S00°44'57"E, leaving said Ancient Bank, a dist. of 428.38 to the Northeast Corner of Lot 12 of said Section 19; Thence S00°44'57"E, along the East line of said Lot 12, a dist. of 1321.83 feet to the Northeast corner of the SW/4-SE/4; Thence S00°44'59"E, along the East line of said SW/4-SE/4, a dist. of 787.27 feet to a fence corner post; Thence following along the meanders of said fence; N89°33'07"W a dist. of 316.66 feet; S81°45'58"W a dist. of 201.14 feet; S00°44'58"E a dist. of 512.72 feet to the Point of Beginning, said tract contains 113.99 acres, more or less.

The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 30th day of August, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

TRACT 6 - PROPERTY DESCRIPTION:

A 508.28 acre tract of land, more or less, lying in a parts of Section 13 and 24, Township 11 North, Range 5 East and parts of Section 18 and 19, Township 11 North, Range 6 East of the Indian Meridian, Seminole County, Oklahoma, being more particularly described as follows:

BEGINNING at a 3/8" Iron Rod at the Southeast Corner of the said Section 24; Thence S89°15'22"W, along the South Line of said SE/4, a dist. of 386.57' feet to a Set 1/2" Iron Rod w/Arkoma CA 5348 Cap; Thence N00°55'12"W a dist. of 38.30 feet to a fence corner post; Thence following along the meanders of said fence: N30°54'37"E a dist. of 14.85 feet; N39°09'16"E a dist. of 69.77 feet; N52°55'51"E a dist. of 90.73 feet; N58°59'17"E a dist. of 107.05 feet; N21°28'13"E a dist. of 323.41 feet; N08°43'37"E a dist. of 8.44 feet; N00°32'07"W a dist. of 429.29 feet; S87°24'11"W a dist. of 546.37 feet; S85°05'11"W a dist. of 40.51 feet; S87°28'44"W a dist. of 695.02 feet; N80°28'32"W a dist. of 486.17 feet; N80°23'59"W a dist. of 333.89 feet; S88°28'13"W a dist. of 482.00 feet; Thence N89°28'27"W, leaving said fence, a dist. of 43.37 feet to a point on the West line of said SE/4; Thence N00°50'11"W, along the West line of said SE/4, a dist. of 262.43 feet to a Found 1/2" Iron Rod w/Arkoma CA 5348 Cap at the Southwest corner on the NW/4-SE/4 of said Section 24; Thence N00°50'11"W, along the West line of said NW/4-SE/4, a dist. of 1038.60 feet to a point on the south bank of the current "North Canadian River"; Thence N02°25'51"E, leaving said bank, a dist. of 127.74 feet to a point on the medial line of said current "North Canadian River"; Thence following along the meanders of said river; S87°34'09"E a dist. of 23.55 feet; N84°39'35"E a dist. of 115.79 feet; N69°51'30"E a dist. of 97.68 feet; N66°49'01"E a dist. of 33.42 feet; N48°04'27"E a dist. of 107.48 feet; N52°01'55"E a dist. of 58.44 feet; N29°17'45"E a dist. of 195.43 feet; N33°41'37"E a dist. of 28.66 feet; N16°25'36"E a dist. of 24.17 feet; N12°45'00"E a dist. of 103.21 feet; N01°11'39"E a dist. of 132.66 feet; N03°11'18"W a dist. of 244.80 feet; N11°08'13"W a dist. of 211.99 feet; N29°00'11"W a dist. of 123.31 feet; N24°35'24"W a dist. of 271.62 feet; N21°41'24"W a dist. of 58.74

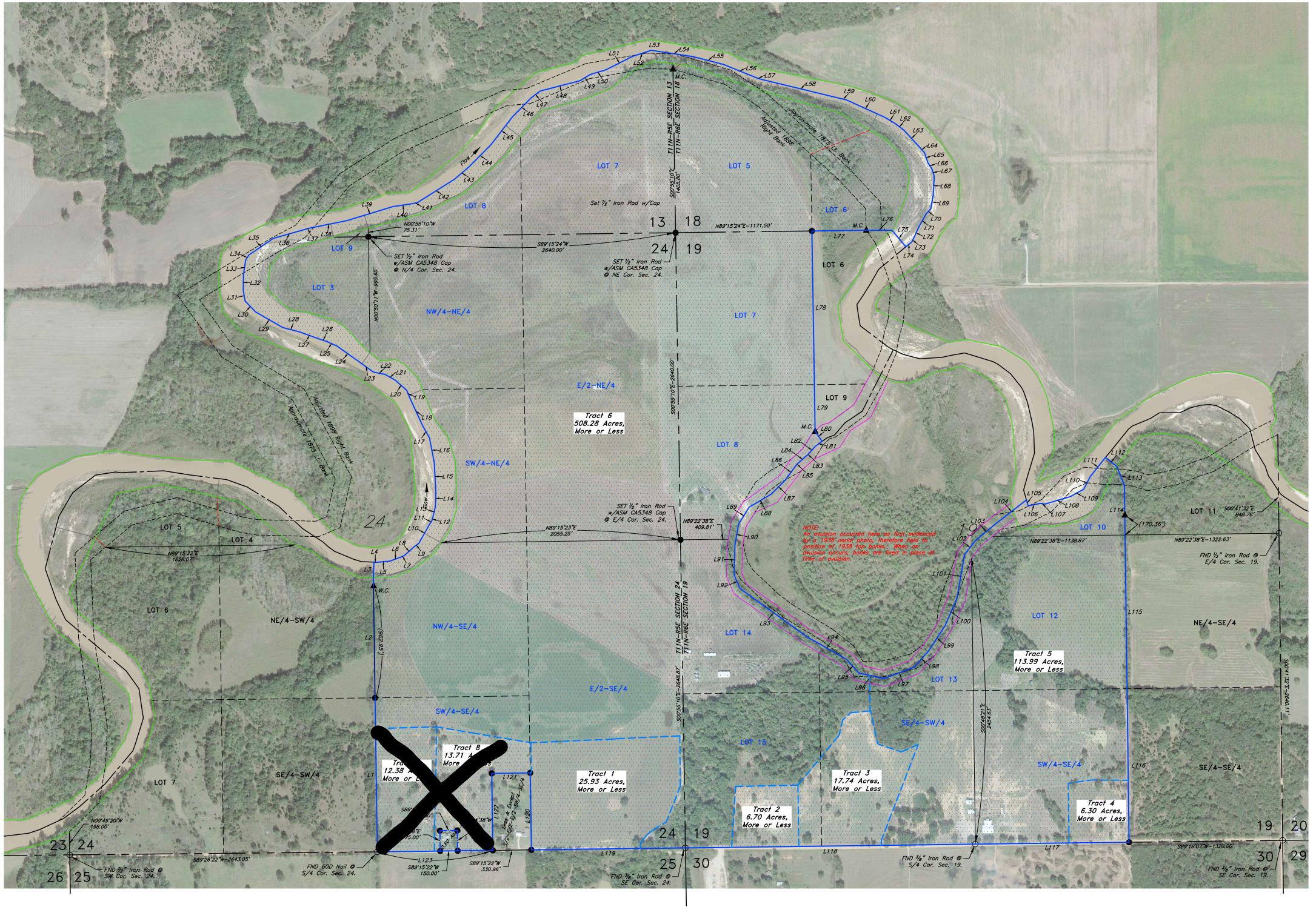
feet; N48°40'53"W a dist. of 132.66 feet; N60°07'43"W a dist. of 99.46 feet; N78°33'31"W a dist. of 103.78 feet; N54°08'38"W a dist. of 155.18 feet; N54°40'51"W a dist. of 229.84 feet; N65°53'22"W a dist. of 99.51 feet; N72°37'44"W a dist. of 56.44 feet; N70°16'27"W a dist. of 192.81 feet; N75°17'41"W a dist. of 143.46 feet; N60°10'38"W a dist. of 270.14 feet; N43°26'36"W a dist. of 129.29 feet; N10°01'55"W a dist. of 91.58 feet; N00°49'18"E a dist. of 136.89 feet; N08°32'23"E a dist. of 125.67 feet; N31°15'14"E a dist. of 50.04 feet; N55°50'52"E a dist. of 257.11 feet; N74°11'53"E a dist. of 280.40 feet; N75°39'11"E a dist. of 52.92 feet; N78°31'00"E a dist. of 316.67 feet; N73°04'55"E a dist. of 410.07 feet; N81°23'56"E a dist. of 183.60 feet; N75°09'59"E a dist. of 35.64 feet; N57°41'59"E a dist. of 374.03 feet; N49°32'02"E a dist. of 164.89 feet; N44°41'06"E a dist. of 266.82 feet; N37°37'52"E a dist. of 302.46 feet; N44°31'35"E a dist. of 226.99 feet; N52°54'53"E a dist. of 99.56 feet; N75°30'39"E a dist. of 353.14 feet; N58°36'56"E a dist. of 101.65 feet; N73°04'00"E a dist. of 142.61 feet; N63°26'45"E a dist. of 259.29 feet; N72°04'50"E a dist. of 166.91 feet; S80°24'42"E a dist. of 36.37 feet; S81°24'17"E a dist. of 324.17 feet; S75°36'20"E a dist. of 271.53 feet; S67°57'44"E a dist. of 301.54 feet; S71°26'34"E a dist. of 41.45 feet; S76°21'55"E a dist. of 711.73 feet; S78°09'00"E a dist. of 40.81 feet; S65°40'50"E a dist. of 370.98 feet; S58°36'09"E a dist. of 101.07 feet; S53°00'00"E a dist. of 94.31 feet; S42°36'30"E a dist. of 190.45 feet; S40°56'21"E a dist. of 72.13 feet; S19°02'29"E a dist. of 90.99 feet; S32°46'37"E a dist. of 64.15 feet; S18°21'19"E a dist. of 64.35 feet; S03°18'34"W a dist. of 163.22 feet; S10°13'48"W a dist. of 118.36 feet; S40°40'25"W a dist. of 60.96 feet; S29°18'52"W a dist. of 130.50 feet; S24°32'56"W a dist. of 104.59 feet; S27°16'28"W a dist. of 33.22 feet; S50°17'48"W a dist. of 67.69 feet; Thence N39°42'12"W, leaving said medial line, a dist. of 185.93 feet to a Found 1/2" Iron Rod w/Arkoma CA 5348 Cap at a point on the south bank of said current "North Canadian River"; Thence S89°52'25"W, leaving said south bank, a dist. of 220.90 feet to a Found 1/2" Iron Rod w/Arkoma CA 5348 Cap at a point on the "1898 Right Bank" of the Ancient River Bank Medial line; Thence S89°15'24"W, leaving said "1898 Right Bank" a dist. of 467.28 feet to a Found 1/2" Iron Rod w/Arkoma CA 5348 Cap at the Northeast Corner of Lot 7; Thence S00°55'10"E, along the East line of said Lot 7, a dist. of 1321.23 feet to the Northeast corner of Lot 8; Thence S00°55'10"E, along the East line of said Lot 8; a dist. of 401.89 feet to a Found 1/2" Iron Rod w/Arkoma CA 5348 Cap at a point on the south bank of current "North Canadian River"; Thence S35°23'52"E, leaving said bank, a dist. of 104.80 feet to a point on the medial line of the "1933 North Canadian River"; Thence following the meanders of said medial line; S54°36'08"W a dist. of 72.35 feet; S41°08'06"W a dist. of 89.98 feet; S48°33'17"W a dist. of 126.27 feet; S48°33'17"W a dist. of 7.96 feet; S36°08'57"W a dist. of 166.57 feet; S44°46'29"W a dist. of 170.20 feet; S59°29'00"W a dist. of 221.61 feet; S31°48'44"W a dist. of 172.35 feet; S09°38'54"W a dist. of 180.85 feet; S01°42'29"W a dist. of 256.33 feet; S22°50'04"E a dist. of 127.93 feet; S54°16'46"E a dist. of 712.32 feet; S60°16'36"E a dist. of 389.84 feet; S41°54'04"E a dist. of 159.48 feet; S78°17'40"E a dist. of 91.93 feet; Thence S00°55'10"E, leaving said medial line, a dist. of 305.03 feet; Thence S84°12'58"W a dist. of 167.47 feet; S47°44'11"W a dist. of 94.15 feet; S05°51'21"W a dist. of 6.01 feet; S13°12'14"W a dist. of 126.28 feet; S39°27'53"W a dist. of 557.28 feet; S88°48'50"W a dist. of 535.66 feet; S03°43'43"W a dist. of 523.83 feet to a point on the South line of the SW/4 of Section 19; Thence S89°15'24"W, along said South line, a dist. of 396.63 feet to the Point of Beginning, said tract contains 508.28 acres, more or less.

The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 30th day of August, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

RYAN CHOATE 705.03 ACRE SURVEY, MORE OR LESS

SHOWING 705.03 ACRES OF LAND, MORE OR LESS, IN A PART OF SECTIONS 13 & 24, T11N-R5E, AND SECTIONS 18 & 19, T11N-R6E, SEMINOLE COUNTY, OKLAHOMA

> S44°46'29"W-170.20' S59°29'00"W-221.61' S31°48'44"W-172.35' \$09°38'54"W-180.85' \$01°42'29"W-256.33' \$22'50'04"E-127.93' \$54'16'46"E-712.32' S60°16′36"E–389.84 S00°44'57"E-1321.83' S00°44'57"E-1320.03'



Lot Seven (7) or the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) and Lot Eight (8) or the Southwest Quarter of the Southwest Quarter (SW/4 SE/4) and Lot Nine (9) of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) all in Section Thirteen (13), Township Eleven (11) North, Range Five (5) East of the Indian Meridian, Seminole County, Oklahoma;

Lot Seven (7) or the Northwest Quarter of the Northwest Quarter (NW /4 NW/4) and Lot Eight (8) or the Southwest Quarter of the Northwest Quarter (5W/4 NW/4) and Lot Ten (10) or the Southwest Quarter of the Northwest Quarter (SW/4 NE/4) and Lot Twelve (12) or the Northwest Quarter of the Southeast Quarter of the Southwest Quarter (NW/4 SE/4) and Lot Thirteen (13) or the Northwest Quarter of the Southwest Quarter (NE/4 SW/4) and Lot Fourteen (14) or the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) and Lot Fifteen (15) or the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter (SW/4 SW in Section Nineteen (19), Township Eleven (11) North, Range Six (6) East of the Indian Meridian, Seminole County, Oklahoma;

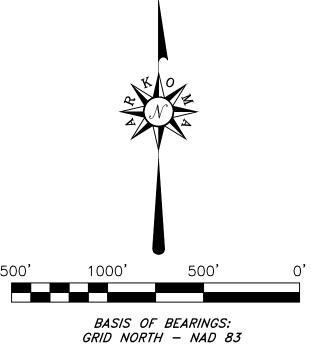
Lot Five (5) or the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and Lot Six (6) or the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) all in Section Eighteen (18), Township Eleven (11) North, Range Six (6) East of the Indian Meridian, Seminole County, Oklahoma;

AND

The Northeast Quarter (NE/4) and the East Half of the Southeast Quarter (E/2 SE/4) and Lot Three (3) or the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) and the West Half of the Southeast Quarter (W/2 SE/4), LESS AND EXCEPT the South Half of the East Half of the East Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/c SW/4 SE/4); thence North 175 feet; thence West 150 feet; thence South 175 feet; thence East 150 feet to the point of beginning, all in Section Twenty-four (24), Township Eleven (11) North, Range Five (5) East of the Indian Meridian, Seminole County, Oklahoma.

A tract of land in Section 24, Township 11 North, Range 5 East, Seminole County, Oklahoma. Beginning 690 ft. East of the Southwest Corner of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4); thence North 175 ft; thence West 150 ft.; thence South 175 ft.; thence East 150 ft. to the point of beginning, containing 0.60 acres, more or less.

The above description provided by client and can be found at Book: 3536 Page: 57 and Book: 3652 Page: 217.



STATE PLANE - OK SOUTH ZONE SCALE: 1" = 500'

-LEGEND-- =Top Bank of River per Google Earth Photo --- =Ancient River Bank Meander Line
--- =Division of Accretion Line
--- =1938 Top Bank

=Found Monument =Found 1/2" Iron Rod w/Arkoma CA 5348 Cap for Section Corner or Property Corner ▲ =Found 1/2" Iron Rod w/Arkoma CA 5348 Cap

ACREAGE SUMMARY:

Section 13-T11N-R5E: Upland= 47.31 Acres, More or Less Accretion = 0.38 Acres, More or Less Riverbed= 10.70 Acres. More or Less

Section 18-T11N-R6E: Upland= 34.73 Acres, More or Less Accretion = 16.13 Acres, More or Less Riverbed= 9.69 Acres, More or Less

Section 24-T11N-R5E: Upland= 304.00 Acres, More or Less Accretion= N/A Riverbed= 16.63 Acres, More or Less

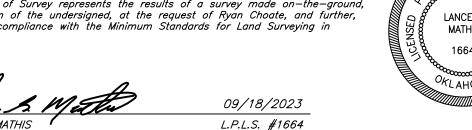
Section 19-T11N-R6E: Upland= 251.98 Acres, More or Less Accretion = 1.02 Acres, More or Less Riverbed= 12.46 Acres, More or Less

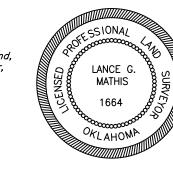
TOTAL ACREAGE = 705.03 ACRES, MORE OR LESS

Position of top bank shown hereon is located using a Google Earth photo.

SEE SHEET 1 OF 2 FOR PLAT WITHOUT AERIAL

This is to certify that this Plat of Survey represents the results of a survey made on-the-ground, performed under the supervision of the undersigned, at the request of Ryan Choate, and further, that this Survey was made in compliance with the Minimum Standards for Land Surveying in





SURVEY & MAPPIN ARKOMA SURVEYING AND		NG. F	PLLC				
Survey Requested By: RYAN CHOATE Seminole County, OK							
Adjusted Aerial Photo	9/18	RS	L.G.M.				
REVISION	DATE	BY	APPR.				

SURV. BY: D.W 08/15/2023 | DRAW. NO.: 10-797

(918)465-5711 P.O. Box 238

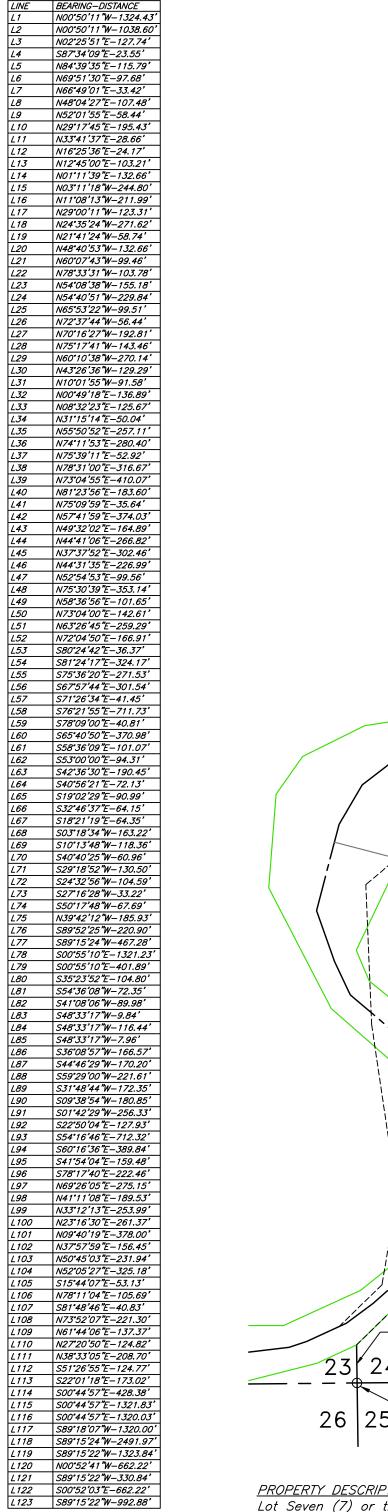
DRAWN BY: M.K. 08/17/2023 | DRAW. NO.: 10-797-BNDRY APPR. BY: L.G.M. SHEET SIZE: 24" X 36" SHEET 2 OF

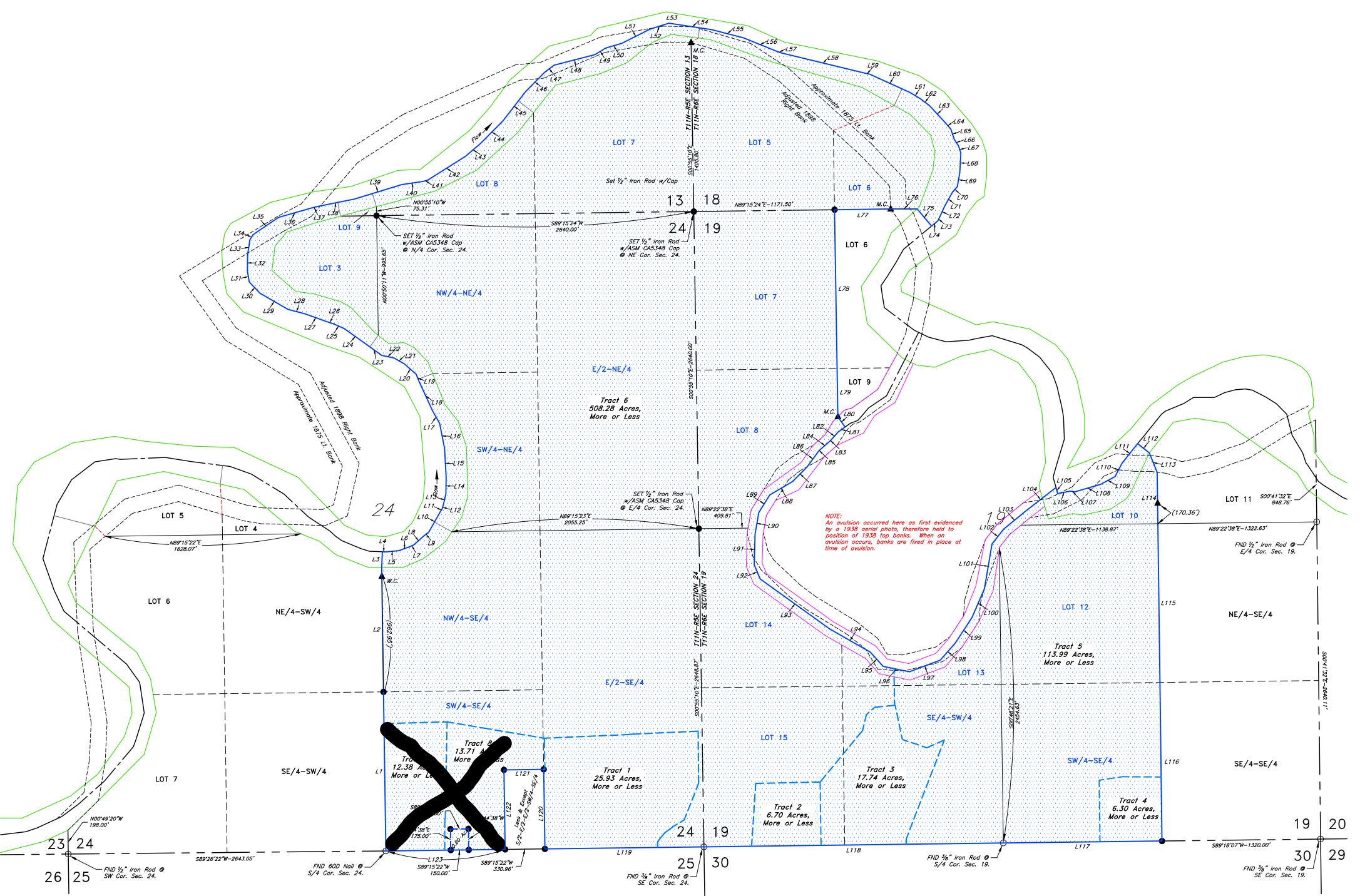
(918)465-5711 P.O. Box 238 OK CA #5348 (918)465-5030 fax Wilburton, OK 74578 EXP. DATE 6-30-24

SHOWING 705.03 ACRES OF LAND, MORE OR LESS, IN A PART OF SECTIONS 13 & 24, T11N-R5E, AND

SECTIONS 18 & 19, T11N-R6E, SEMINOLE COUNTY, OKLAHOMA

RYAN CHOATE 705.03 ACRE SURVEY, MORE OR LESS





Lot Seven (7) or the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) and Lot Eight (8) or the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE/4 SW/4) all in Section Thirteen (13), Township Eleven (11) North, Range Five (5) East of the Indian Meridian, Seminole County, Oklahoma;

Lot Seven (7) or the Northwest Quarter of the Northwest Quarter (NW /4 NW/4) and Lot Eight (8) or the Southwest Quarter of the Northwest Quarter (5W/4 NW/4) and Lot Ten (10) or the Southwest Quarter of the Northwest Quarter (SW/4 NE/4) and Lot Twelve (12) or the Northwest Quarter of the Southeast Quarter of the Southwest Quarter (NW/4 SE/4) and Lot Thirteen (13) or the Northwest Quarter of the Southwest Quarter of the Sout Quarter (NW/4 SW/4) and Lot Fifteen (15) or the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and the Southwest Quarter (SW/4 SW in Section Nineteen (19), Township Eleven (11) North, Range Six (6) East of the Indian Meridian, Seminole County, Oklahoma;

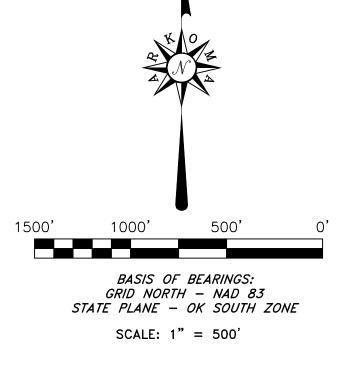
Lot Five (5) or the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) and Lot Six (6) or the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) all in Section Eighteen (18), Township Eleven (11) North, Range Six (6) East of the Indian Meridian, Seminole County, Oklahoma;

AND

The Northeast Quarter (NE/4) and the East Half of the Southeast Quarter (Eli SE/4) and Lot Three (3) or the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) and the West Half of the Southeast Quarter (W/2 SE/4), LESS AND EXCEPT the South Half of the East Half of the East Half of the Southwest Quarter of the Southwest Quart Southeast Quarter (SW/c SW/4 SE/4); thence North 175 feet; thence West 150 feet; thence East 150 feet to the point of beginning, all in Section Twenty-four (24), Township Eleven (11) North, Range Five (5) East of the Indian Meridian, Seminole County, Oklahoma.

A tract of land in Section 24, Township 11 North, Range 5 East, Seminole County, Oklahoma. Beginning 690 ft. East of the Southwest Corner of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4); thence North 175 ft; thence West 150 ft.; thence South 175 ft.; thence East 150 ft. to the point of beginning, containing 0.60 acres, more or less.

The above description provided by client and can be found at Book: 3536 Page: 57 and Book: 3652 Page: 217.



-LEGEND-— =Top Bank of River per Google Earth Photo --- =Ancient River Bank Meander Line
--- =Division of Accretion Line — =1938 Top Bank =Found Monument =Found 1/2" Iron Rod w/Arkoma CA 5348 Cap for Section Corner or Property Corner ▲ =Found 1/2" Iron Rod w/Arkoma CA 5348 Ca

ACREAGE SUMMARY:

Section 13-T11N-R5E: Upland= 47.31 Acres, More or Less Accretion = 0.38 Acres. More or Less Riverbed= 10.70 Acres. More or Less

Section 18-T11N-R6E: Upland= 34.73 Acres, More or Less Accretion = 16.13 Acres, More or Less Riverbed= 9.69 Acres, More or Less

Section 24-T11N-R5E: Upland= 304.00 Acres, More or Less Accretion= N/A Riverbed= 16.63 Acres, More or Less

Section 19-T11N-R6E: Upland= 251.98 Acres, More or Less Accretion = 1.02 Acres, More or Less Riverbed= 12.46 Acres, More or Less

TOTAL ACREAGE = 705.03 ACRES, MORE OR LESS

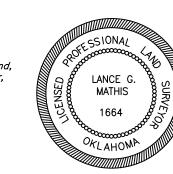
Position of top bank shown hereon is located using a Google Earth photo.

> SEE SHEET 2 OF 2 FOR AERIAL PHOTO OVERLAY

This is to certify that this Plat of Survey represents the results of a survey made on-the-ground, performed under the supervision of the undersigned, at the request of Ryan Choate, and further, that this Survey was made in compliance with the Minimum Standards for Land Surveying in

08/30/2023

L.P.L.S. #1664

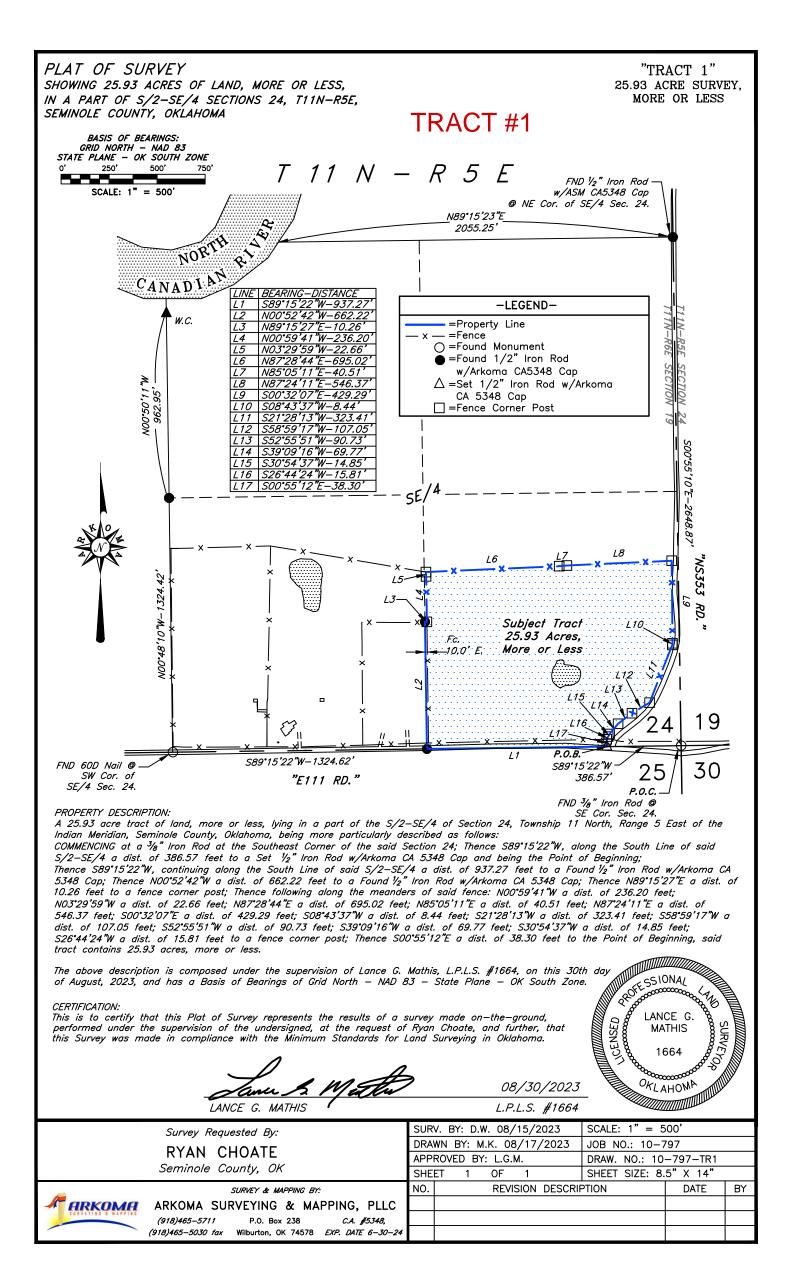


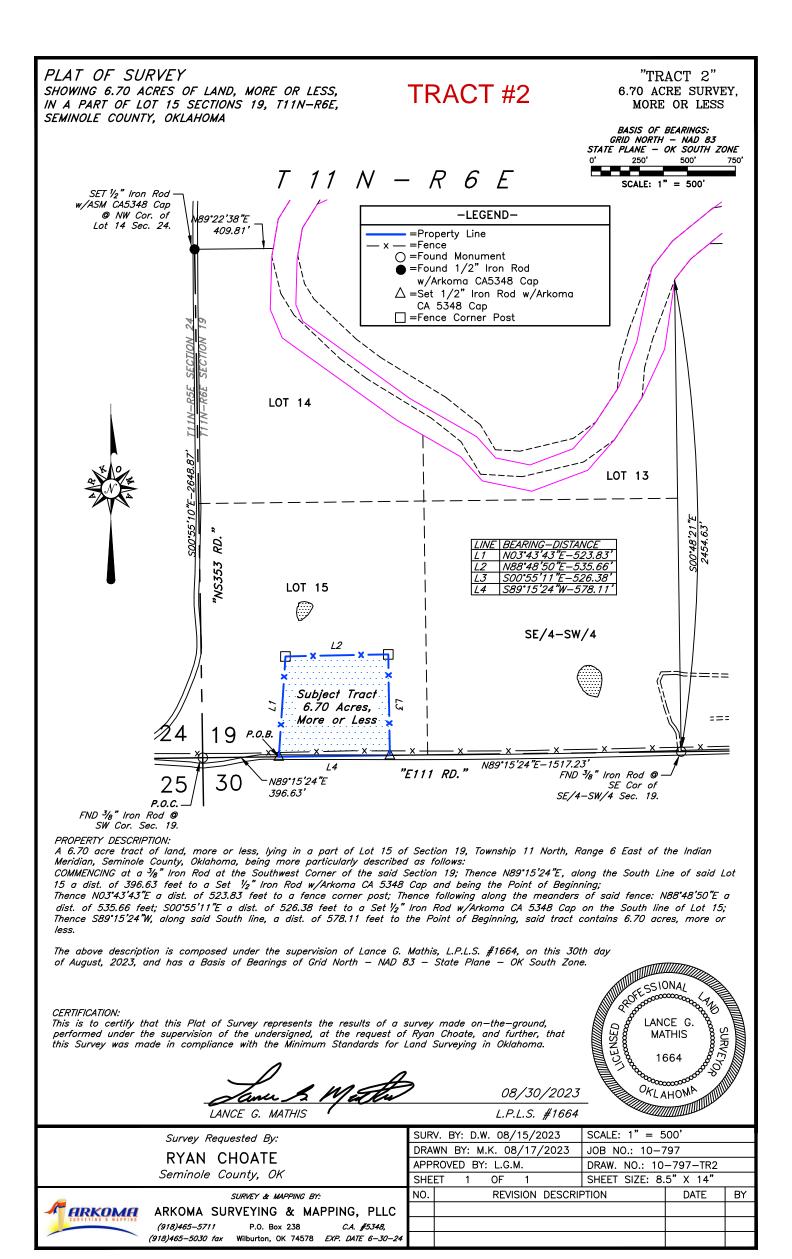
REVISION	DATE	BY	APPR.			
Survey Requested By: RYAN CHOATE Seminole County, OK						
SURVEY & MAPPIL ARKOMA SURVEYING AND (918)465-5711 P.O. Box 238 (918)465-5030 fax Wilburton, OK 74	MAPPIN	OK CA #	£5348			

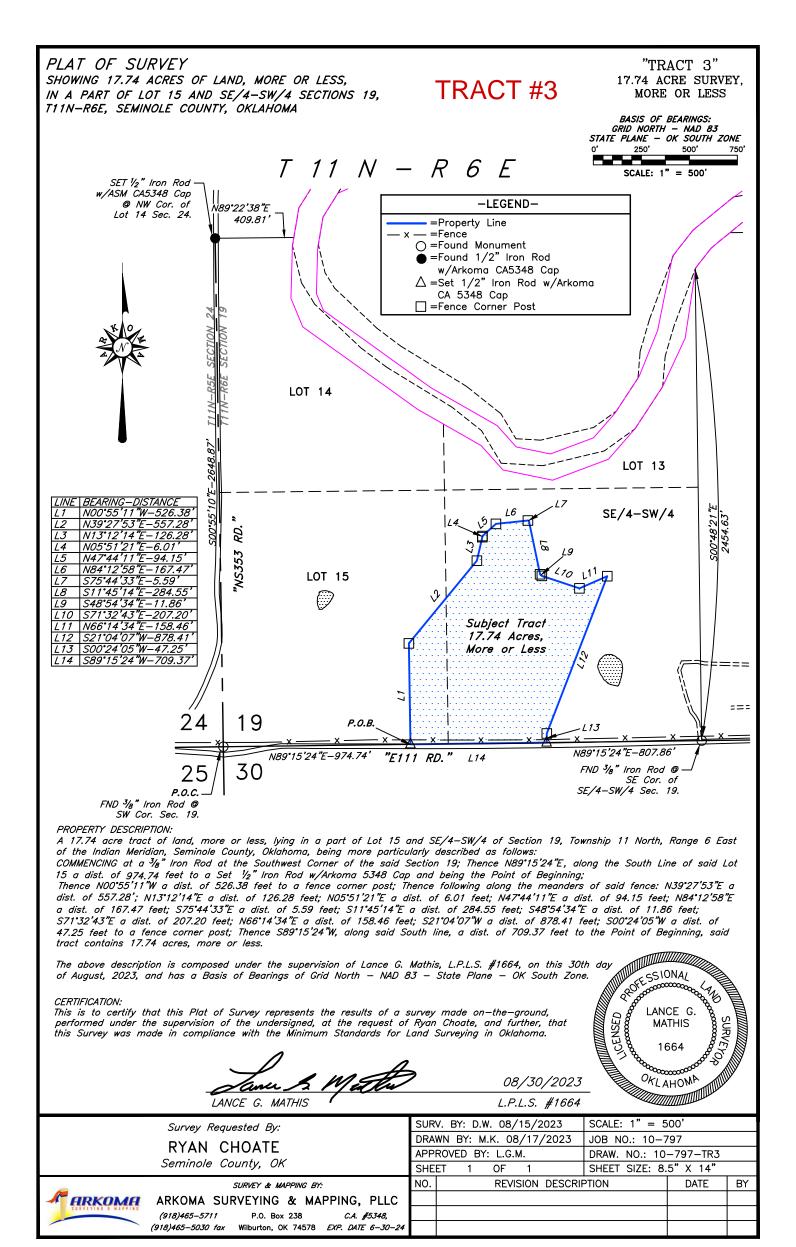
DRAWN BY: M.K. 08/17/2023 | DRAW. NO.: 10-797-BNDR APPR. BY: L.G.M. SHEET SIZE: 24" X 36" SHEET 1 OF

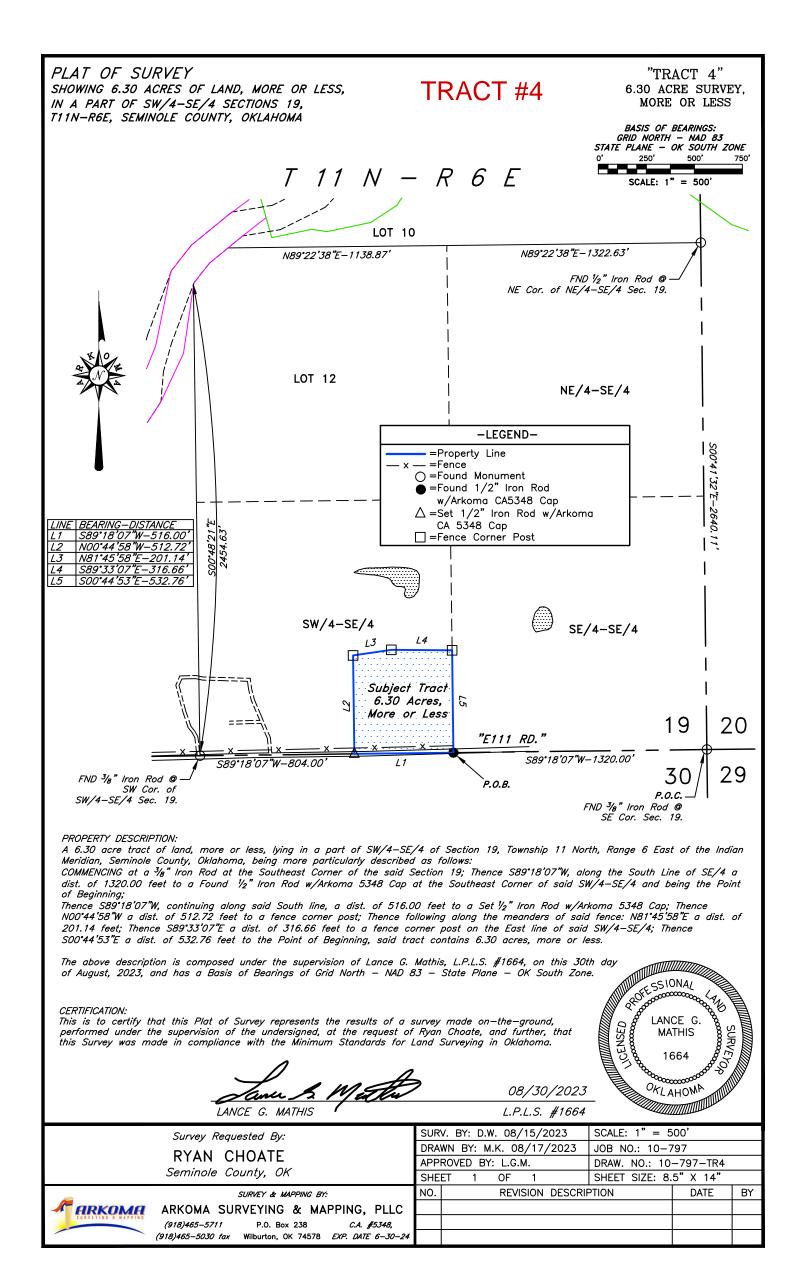
DRAW. NO.: 10-797

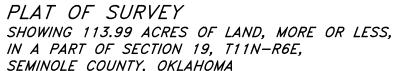
SURV. BY: D.W 08/15/2023











SEMINOLE COUNTY, OKLAHOMA	
-LEGEND-	LINE BEARING-DISTANCE
2202.115	L1 S89°18'07"W-804.00'
=Property Line	L2 S89°15′24″W-807.86′
——— =Top Bank of River per Google	L3 N00°24'05"E-47.25'
Earth Photo	L4 N21°04'07"E-878.41'
= Ancient River Bank Meander Line	L5 S66°14'34"W-158.46'
=Division of Accretion Line	L6 N71°32'43"W-207.20'
=1938 Top Bank	L7 N48°54'34"W-11.86'
— x — =Fence	L8 N11°45′14″W-284.55′
○ =Found Monument	L9 N75°44'33"W-5.59'
=Found 1/2" Iron Rod	L10 N00°55'10"W-305.03'
w/Arkoma CA5348 Cap	L11 S78°17'40"E-130.53'
\triangle =Set 1/2" Iron Rod w/Arkoma	L12 N69°26'05"E-275.15'
CA 5348 Cap	L13 N41°11'08"E-189.53'
□ =Fence Corner Post	L14 N33°12'13"E-253.99'
= rence corner rost	L15 N23°16'30"E-261.37'
PROPERTY DESCRIPTION:	L16 N09°40'19"E-378.00'
A 113.99 acre tract of land, more or less,	L17 N37°57′59"E-156.45"
lying in a part of Section 19, Township 11	L18 N50°45'03"E-231.94'
North, Range 6 East of the Indian Meridian,	L19 N52°05'27"E-325.18'
Seminole County, Oklahoma, being more	L20 S15°44'07"E-53.13'
particularly described as follows: COMMENCING at a 3/8" Iron Rod at the	L21 N78°11'04"E-105.69'
Southeast Corner of the said Section 19:	L22 S81°48'46"E-40.83'
Thence S89'18'07"W, along the South Line of	L23 N73*52'07"E-221.30'
SE/4 a dist. of 1836.00 feet to a Set ½"	L24 N61°44'06"E-137.37'
Iron Rod w/Arkoma CA 5348 Cap and being the	L25 N27°20'50"E-124.82'
Point of Beginning;	L26 N38°33'05"E-208.70'
Thence S89'18'07"W, continuing along said	L27 S51°26'55"E-124.77'
South line, a dist. of 804.00 feet to a Found	L28 S22°01'18"E-173.02'
3/8" Iron Rod at the Southeast Corner of the	L29 S00°44'57"E-428.38'
Southeast Quarter of the Southwest Quarter;	L30 S00°44'57"E-1321.83'
Thence S89°15'24"W, continuing along said	L31 S00°44'59"E-787.27'
South Line, a dist. of 807.86 feet to a Set	L32 N89°33'07"W-316.66'
1/2" Iron Rod; Thence N00°24'05"E a dist. of	L33 S81°45'58"W-201.14'
47.25 feet to a fence corner post; Thence following along the meanders of said fence:	L34 S00°44'58"E-512.72'

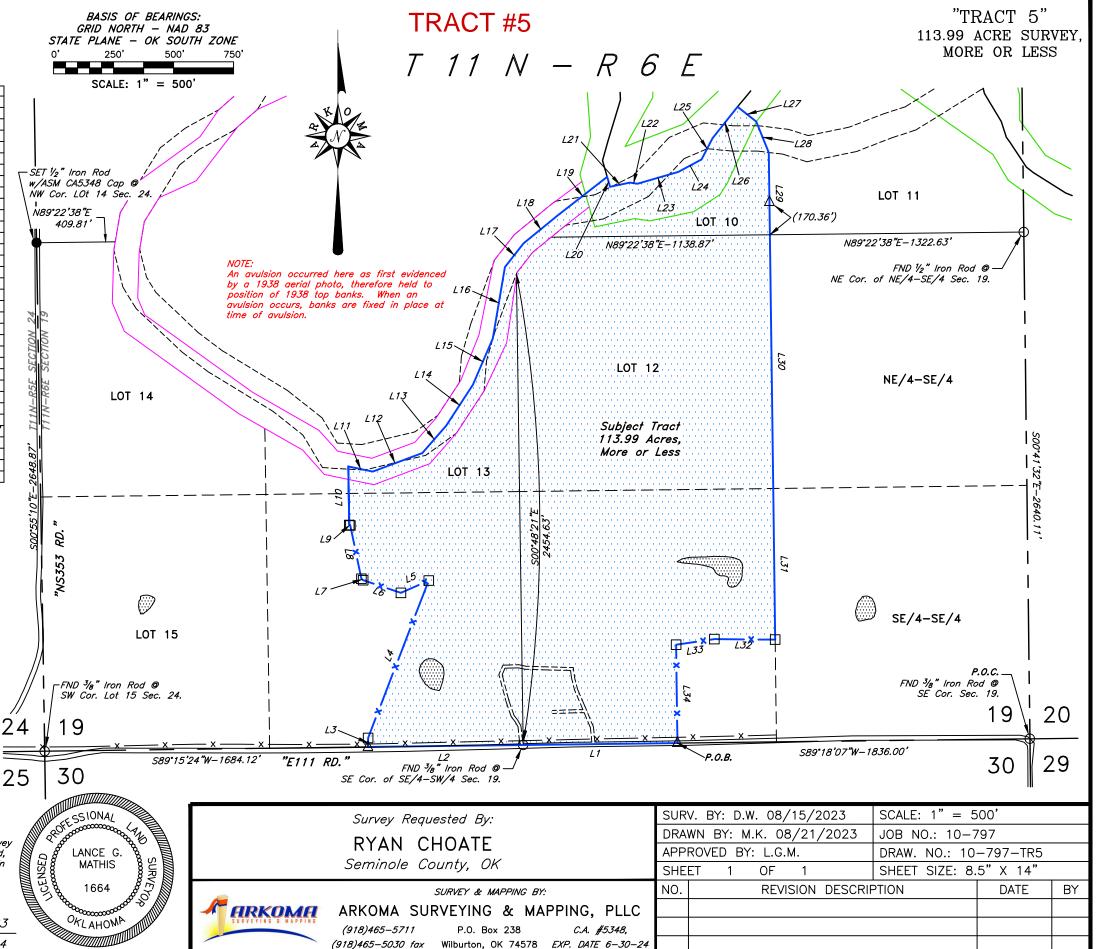
following along the meanders of said fence: N21°04'07"E a dist. of 878.41 feet; S66°14'34"W a dist. of 158.46 feet; N71°32'43"W a dist. of 207.20 feet; N48°54'34"W a dist. of 11.86 feet; N11'45'14"W a dist. of 284.55 feet; N75'44'33"W a dist. of 5.59 feet; Thence NO0*55 14" W dust. of 263-51 feet, N/3 44 30 dust. of 3.53 feet, inflice NO0*55 10"W, leaving said fence, a dist. of 305.03 to a point on the medial line of "1933 North Canadian River"; Thence follow along the meanders of said medial line; S78:17'40"E a dist. of 130.53 feet; N69'26'05"E a dist. of 275.15 feet; N41°11'08"E a dist. of 189.53 feet; N33°12'13"E a dist. of 253.99 feet; N23*16'30"E a dist. of 261.37 feet; N09*40'19"E a dist. of 378.00 feet; N37°57'59"E a dist. of 156.45 feet; N50°45'03"E a dist. of 231.94 feet; N52'05'27"E a dist. of 325.18 feet to a point on the medial line of current "North Canadian River" per google aerial; Thence following along the meanders of said medial line; S15'44'07"E a dist. of 53.13 feet; N78'11'04"E a dist. of 105.69 feet; S81°48'46"E a dist. of 40.83 feet; N73°52'07"E a dist. of 221.30 feet; N61°44'06"E a dist. of 137.37 feet; N27°20'50"E a dist. of 124.82 feet; N38°33'05"E a dist. of 208.70 feet; Thence S51°26'55"E, leaving said medial line, a dist. of 124.77 feet to a point on the current "North Canadian River South Bank"; Thence S22°01'18"E, leaving said river bank, a dist. of 173.02 to a point on the "South Ancient Bank Meander Line"; Thence 500'44'57"E, leaving said Ancient Bank, a dist. of 428.38 to the Northeast Corner of Lot 12 of said Section 19; Thence S00°44'57"E, along the East line of said Lot 12, a dist. of 1321.83 feet to the Northeast corner of the SW/4-SE/4; Thence S00°44'59"E, along the East line of said SW/4-SE/4, a dist. of 787.27 feet to a fence corner post; Thence following along the meanders of said fence; N89°33'07"W a dist. of 316.66 feet; S81'45'58"W a dist. of 201.14 feet; S00'44'58"E a dist. of 512.72 feet to the Point of Beginning, said tract contains 113.99 acres, more

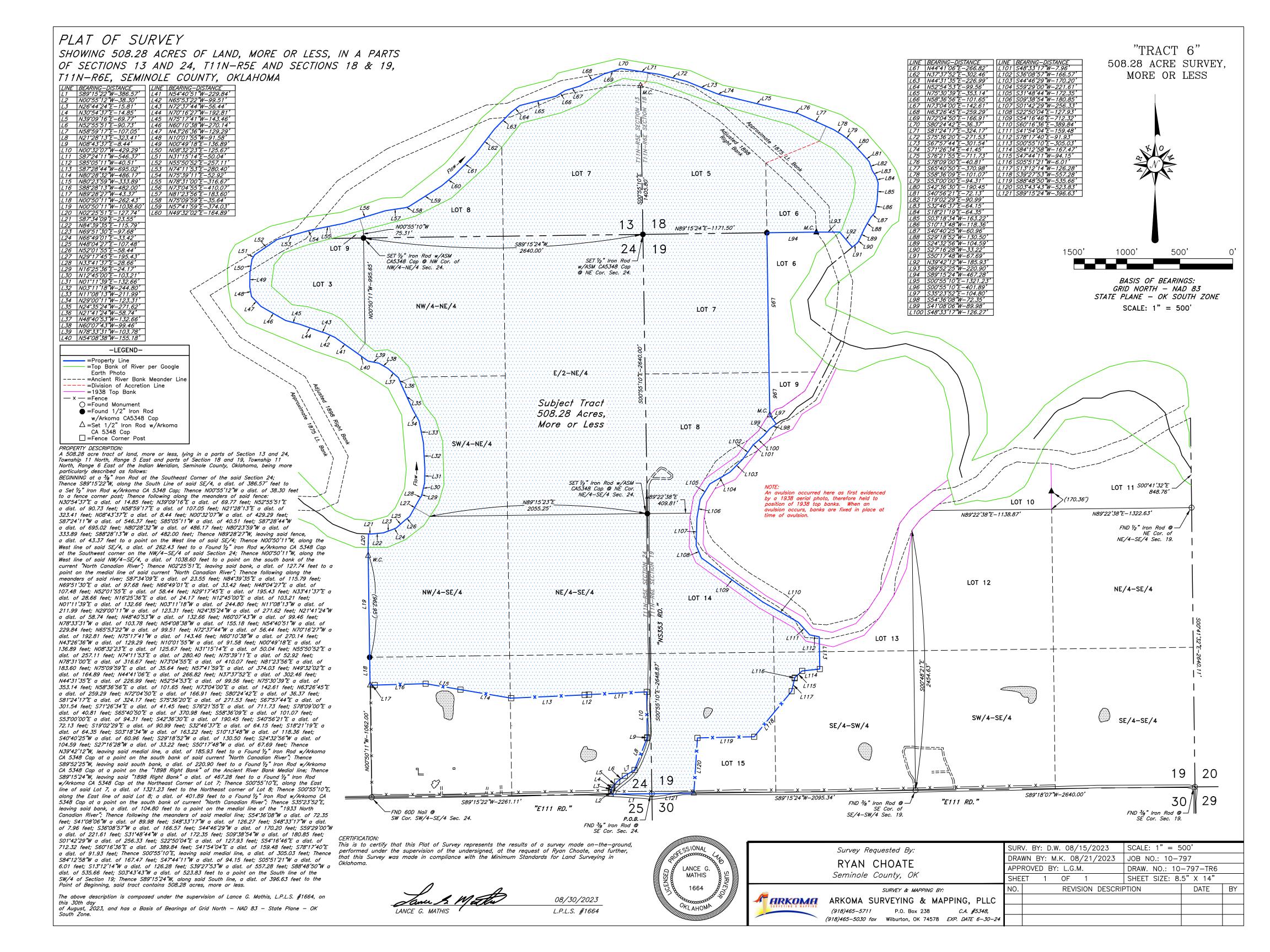
The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 30th day of August, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

This is to certify that this Plat of Survey represents the results of a survey made on-the-ground, performed under the supervision of the undersigned, at the request of Ryan Choate, and further, that this Survey was made in compliance with the Minimum Standards for Land Surveying in Oklahoma.

08/30/2023

L.P.L.S. #1664





REAL ESTATE AUCTION PURCHASE AGREEMENT

TRA	ACT # BIDDER #
	s Real Estate Auction Purchase Agreement (this "Agreement") is entered into effective the $\underline{1}^{st}$ of November 2023, between the following Parties:
	(collectively the "Seller") and
	print seller's name(s)
	(collectively the "Buyer"). print buyer's name(s)
ag mo im an	rees to purchase on the terms hereafter stated, certain real property located in Oklahoma are ore particularly described on Exhibit A attached hereto, together with, and subject to approvements, easements, rights of way, restrictions, unreleased oil and gas leases, appurtenance and privileges (the "Property"), LESS AND EXCEPT all of the oil and gas mineral interests and to the Property.
	rice: Subject to the adjustments and prorations hereafter described, the purchase price to be pay the Buyer to the Seller for the purchase of the Property is the sum of
Hi	igh Bid Price
	0 % Buyer's Premium\$
	otal Purchase Price\$
No	on-Refundable Down Payment/Deposit
Ba	In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.
rease pro Co Ex east to the No the object of	itle: Title to the Property will be conveyed by a Warranty Deed in a form and substant asonably acceptable to properly convey title, subject to conditions, zoning, restrictions at a sements of record, if any. Within Five (5) days after execution of this Agreement, Seller share ovide Buyer with a Commitment for Title Insurance (the "Commitment") issued by the Title Insurance (th

Buyer/Seller Initials: ____ Page 1 of 5

Examination Standards adopted by the Oklahoma Bar Association, where applicable. Buyer shall be allowed to accept title in the name of any legal entity Buyer is a party to.

- 4. **Adjustments and Prorations:** The Seller will pay all real and personal property ad valorem taxes prior to the Closing Date. The Buyer will pay all real and personal property ad valorem taxes subsequent to the Closing Date. Current year taxes, if unobtainable, will be based on the latest available tax rate and assessed valuation. The Seller will pay all special assessments which have matured prior to the Closing Date.
- 5. Closing and Costs: The Buyer and the Seller agree to close this sale on November 30, 2023, or within (10) days after all title requirements (if any) are satisfied, or within (10) days after Buyer passes title without requirements or fails to make title requirements within the time allowed. At the Closing the Balance of Purchase Price shall be paid by the Buyer in Cash, Electronic Transfer of Funds, or Certified Funds, and all documents necessary to pass title will be exchanged and delivered to Buyer. All Closing costs, including the closing/escrow fee, deed preparation, recording fees, abstract update & certification, Commitment, and Title Insurance will be divided equally between Seller and Buyer. Seller shall pay for required documentary stamps. The Closing shall be at the office of FirsTitle, 210 North Main Street, Seminole OK 74868, with an office phone number of 405-273-9820, unless parties mutually agree to another place of closing.
- 6. **Property Condition**: The Buyer specifically understands and agrees that the Property and improvements, if any, are being sold "as is where is", subject to any and all defects or damage (other than title defects as set out above). Buyer shall have no recourse against Broker for any defects in the premises. Buyer acknowledges, by signing this Agreement, that Buyer has inspected the property to Buyer's satisfaction, and Buyer shall be deemed to have accepted such real property and improvements in their present condition and state of repair. Until Closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon the Seller; after Closing or transfer of possession, such risk shall be upon the Buyer. Upon Closing, the Property will be transferred AS IS WHERE IS without representation or warranty of any kind, other than as expressly set forth herein. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- 7. **Possession**: If the transaction hereto contemplated is successful in Closing, possession of the Property will be given upon payment in full of the purchase price and transfer of title at Closing.
- 8. **USDA/FSA:** Buyer agrees to comply with all existing USDA/FSA programs pertaining to the subject property and release Seller of liability for Buyer's actions thereto.
- 9. **Default**: (a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impractical and extremely difficult to fix the actual damages sustained, the Earnest Money shall be paid as liquidated damages to Seller to apply on professional services.
 - (b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned to Buyer.
 - (c) In the event any suit is instituted, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, reasonable attorney's fees, court costs, and costs of suit preparation.
- 10. **Binding Effect**: This Agreement, when executed by both the Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Agreement sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them

Buver/Seller Initials:						Page 2	of 5
	 	 	 	 	 		- ,

and Listing Broker (if applicable) and its affiliated licensees and Selling Broker (if applicable) and its affiliated licensees. This Agreement can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.

- 11. **Counter Parts:** This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. When executed by the Parties in accordance with the foregoing, this Agreement inures to the benefit of and is binding on the Parties and their respective heirs, successors and assigns. The Parties agree that electronic signatures (photo, faxed, scanned, or other electronic copy signatures) shall have the same force and effect as an original signature.
- 12. **Minerals**: NONE. This agreement is for "surface only" and Seller specifically reserves and/or excludes all oil, gas, and other minerals.
- Brokerage Services: Services are provided by HUNTING COUNTRY REAL ESTATE LLC 13. (Broker). Seller and Buyer acknowledge and confirm that the Broker has described and disclosed their duties and responsibilities prior to signing this Agreement. Seller and Buyer further acknowledge receipt of the Real Estate Brokerage Relationships information. It is expressly understood by Seller and Buyer that Broker and its associates do not warrant the present or future value, the size or area, the physical condition, limiting restrictions, intended use, access, or the condition of title to any tract of land, minerals, or personal property being offered within this agreement. The Parties hereto will hold harmless Broker and its associates for any claims arising from any representation relating to such matters. Maps and depictions included in the marketing material for the Property are for illustration purposes only and Broker does not warrant or guarantee any of these materials to be accurate or complete. Brokerage services are provided in compliance with the provisions of the Oklahoma Real Estate Commission's Rules and Regulations. Broker is providing services to both Parties in this transaction. Seller and Buyer further acknowledge that brokerage relationship information and a Contract Information Booklet has been made available online at www.orec.ok.gov
- 14. **Survey:** Buyer acknowledges that Seller has provided surveys for all Tracts in the auction. If Buyer desires additional survey(s), it shall be at the Buyer's sole cost and shall not delay Closing.
- 15. **Cash Sale:** This is a cash sale with a Ten Percent (10%) down payment and the balance due at Closing. This sale is not contingent upon financing or Buyer's due diligence. Buyer acknowledges and agrees that Buyer's obligations under this Agreement are not contingent upon Buyer obtaining a loan from any lender. Accordingly, Buyer shall be obligated to perform under this Agreement whether or not Buyer can obtain a loan to finance the purchase of the Property.
- 16. **Corrections to Legal Description:** Seller and Buyer are aware that the Closing Agent may require a more accurate legal description than the one listed herein in order to properly issue the title policy and transfer title to the subject property.
- 17. **1031 Exchange:** Both Seller and Buyer reserve the right that the transaction contemplated hereunder may be completed as a Tax-Free Exchange of Like Kind Property pursuant to 1031 of the Internal Revenue Code of 1986 as amended. The Parties shall cooperate with Purchase in effectuating such exchange provided such cooperation shall not impose liability upon the other party, nor require payment of any costs or fees by the other party and such exchange shall not delay the closing. Furthermore, the Parties shall have the right to pay for, or receive the Property through an intermediary.

Buver/Seller Initials:						Page 3	of:	5
		 	 	 	 		-,	

- 18. **Estimate of Closing Costs:** Both Seller and Buyer understand and acknowledge that any estimate of total closing costs would be subject to multiple variables that are undeterminable by Broker prior to preliminary title work. Total expenses are dependent upon sales price, title policy premiums, escrow fees, attorney fees, lender fees, brokerage fees, total pages in updated abstracts and certification fees, as well as other unknown variables. Broker advises all parties to examine their potential expenses prior to entering into this transaction.
- 19. **Licensee Disclosure:** All Parties are aware that Seller holds an active real estate license.
- 20. **Acceptance Time**: The foregoing offer by Buyer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to Buyer and/or Closing Agent on or before **November 3, 2023.** If Buyer's offer is not accepted by Seller, the Earnest Money shall be returned to the Buyer.

IN WITNESS WHEREOF, this Agreement has been executed by the parties.

BUYER (signature):	
(Print name exactly as title will be tal	(cen)
Address	
Phone	Mobile
Email	
TRACT#	
SELLER (signature)	

THIS IS A LEGALLY BINDING CONTRACT IF NOT UNDERSTOOD SEEK ADVICE FROM AN ATTORNEY

- EXHIBIT A TO FOLLOW-

Вι	iver/S	Seli	ler i	Ini	tia	ls:						Page 4	of	5

EXHIBIT A November 1, 2023 - Choate Online Auction - Seminole County Oklahoma

TRACT #
LEGAL DESCRIPTION
LESS AND EXCEPT all of the oil and gas mineral interests in and to the Property.
Add Residential Disclaimer & Lead Paint Form to tract #6
BUYER SIGNATURE:BIDDER #
SELLER SIGNATURE: