

34/10

I-2024-000600 Book 6452 Pg 207  
 01/23/2024 10:42am Pg 0207-0220  
 Fee: \$44.00 Doc: \$0.00  
 Jenny Moore - Stephens County Clerk  
 State of Oklahoma

000207



### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEPHENS RANCH

This Declaration is made this 3rd day of January, 2024, by the undersigned for the purpose of: 1) running with the land and each Tract within the Property; 2) for the protection of property values, the health, the welfare, and safety of the Tract owners and Tracts; 4) deemed reasonable in both procedure and substance by the Declarant; and 5) shall be binding on the Tract owners, their heirs, successors, and those having any right, title, or interest to the Tracts and shall inure to the benefit of the Declarant and each Tract owner and the STEPHENS RANCH, whether or not incorporated (the "Association"), and 6) may be enforced by the Tract owners and the Association as the case may be.

The property that is the subject of the Declaration (the "Property") is described more particularly within **Exhibit "A"** attached hereto. The Declarant is the current sole owner of the Property. The Declarant desires to subject the Property, and the separately identified parcels within the Property located therein that are individually identified and described within **Exhibit "A"** attached hereto (the "Tracts"), to this Declaration.

The covenants, conditions and restrictions set forth herein shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust, partnership, or other legal entity whatsoever who may hereafter own an interest in the Property, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise.

Therefore, the Declarant does hereby impose the following covenants, conditions and restrictions on the Property, and does hereby declare that the Property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

1. No Tract shall have more than one (1) single-family residence, home, or dwelling. No ancillary building, garage, or structure may be constructed on any Tract before a dwelling structure is completed on such Tract. No Tract shall be used for commercial purposes. No Tract shall be subdivided into more than one building plot.
  - a. Temporary single-family residence such as Recreational Vehicles, Travel Trailers, Fifth Wheels, and Motorhomes are allowed as long as permanent single-family residence has begun construction within one (1) year of closing date. Permanent single-family residence should be complete within 2 years of closing date. No temporary single-family residence shall be located on any Lot nearer than One Hundred Fifty feet (150') from the center line of the road. A tent or similar temporary housing does not meet the declaration minimum requirements for a temporary single-family residence.
2. The minimum square footage for all residential structures on a Tract shall be 800 square feet. No structure shall be located on any Tract nearer than One Hundred feet (100') from the center line of the road and nearer than Twenty-Five feet (25') from the side lot lines.
3. Mobile homes and manufactured homes are allowed as long as they have skirting, a front porch, and must 15 years old or newer at the time of installation.
4. One detached guest house may be constructed on a Tract provided such structure has no cooking facilities.
5. Ancillary structures such as shops, barns, metal buildings, and greenhouses are permitted, subject to these covenants, conditions, and restrictions; however, the maximum square footage shall not exceed 10,000 square feet total for all ancillary structures combined on one Tract.
6. No commercial signage, other than real estate signs, may be displayed at any point on the Property.
7. Swimming pools are allowed so long as they are behind residential dwellings and surrounded by a fence.
8. Livestock shall be restricted to one livestock animal per one acre within a Tract. Livestock is defined as horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, sheep, goats, lambs, kids, hogs, and pigs.

9. Fowl shall be restricted to seven (7) fowl per acre within a Tract.
10. No fence shall be located on any Lot nearer than Fifty feet (50') from the center line of the road.
11. Each owner of a Tract shall keep their Tract clean and free at all times from all litter, debris, junk, trash or unsightliness. Any articles considered to be unsightly or junky shall be kept within an ancillary structure or placed along on the back 60' of the Tract's property line. "Unsightly" is to be determined by simple majority of all Tracts whose property is within 1,500' of subject property.
12. All Tracts shall pay road maintenance assessments of \$250.00 per year starting after the first Association meeting and election of a Board by the Tract owners. Delinquent assessments shall bear interest at the rate of 18% per annum. The Association may record a lien against any Tract for which any assessment remains unpaid, and such lien may be foreclosed in like manner as a mortgage.
13. Amendment. This Declaration may be amended by Declarant at any time for any purpose in the sole discretion of the Declarant for so long as Declarant holds title to any property subject to this Declaration. Thereafter, this Declaration may be amended by the owners holding title to a majority of the Tracts, voting in person or by written proxy at a meeting duly called and held for that purpose, and any such amendment shall become effective upon the filing, with the office of the County Clerk of Stephens County, Oklahoma, of an instrument in writing setting forth such amendment and duly executed and acknowledged by the President of the Association, as the act and deed of the Association, and attested by the Secretary thereof.
14. Enforcement. The Association, or any Tract owner, shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and/or the Bylaws. Failure by the Board or any Tract owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action relating to the Declaration and/or Bylaws, the prevailing party shall be entitled to an award of their attorney's fees and costs.
15. In addition, each Tract and such Tract's owner is and shall be subject to the BY-LAWS OF Stephens Ranch Association following or thereafter amended, as applicable, with respect to the Stephens Ranch Declaration of Covenants, Conditions and Restrictions.

#### BY-LAWS OF STEPHENS RANCH ASSOCIATION

The Stephens Ranch Association (the Association), whether incorporated or otherwise, is hereby created and formed for the purposes set out within the Declaration and these Bylaws. All Tracts, their owners, occupants, guests, and invitees shall be governed by the Declaration, these Bylaws, and the rules and regulations adopted by the Board of Directors/Trustees of the Association.

1. Members; Regular meetings. Each person holding title to a Tract is a member of the Association; however, only one vote per Tract exists and shall be exercised as decided among the Tract owners if more than one. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The date of the first meeting will be determined by the Declarant.
  - (a) Notice of regular meeting. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be mailed to each member of the Association; such notices shall be deposited in the post office with postage prepaid, at least 15 days prior to the time for holding such meeting and/or emailed to an email address provided by a Tract owner.
  - (b) Special meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the

President, or by the Board of Directors/Trustees or by members of the Association having no less than ten votes.

(c) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be mailed to each member of the Association; such notice shall be deposited in the post office with postage prepaid, at least 10 days prior to the time for holding such meeting and/or emailed to an email address provided by a Tract owner.

(d) Place of meeting. Meetings may be held in Stephens County, Oklahoma, preferably within the Property or in any other location determined by a majority of the members.

2. Number. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees of three members. The Board of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

(a) Election. The trustees or directors shall be elected annually at the regular annual meeting of the members from the membership of the Association, commencing the same year the Declarant appoints the initial Board of Directors from the membership of the Association. The initial directors, upon the commencement of the Association, shall be appointed by the Declarant. The individuals who own interests in the Declarant shall be eligible for this office.

(b) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who breaches or becomes in default of any contract or agreement with the Association, or who as an owner of property and/or a residence breaches becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

(c) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

(d) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Stephens County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

(e) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

(f) Notice of regular or special meetings. Notice of regular or special meetings shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived and/or emailed to an email address provided by the director.

(g) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association act.

(h) Compensation. Each member of the board of directors shall receive no compensation but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

3. Powers of Directors or Trustees. The Directors/Trustees shall have the power:

(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting any time upon the written request of 10 of the members of the Association.

(b) To appoint and remove at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

(e) To control, maintain, manage, and improve the common Private Roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in the Declaration and Bylaws.

(f) To all things necessary and property for the governance of the Association and Property, or as otherwise impliedly or expressly allowed under Oklahoma law.

4. Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all persons or property liable, therefore.

(c) To control, maintain, manage, and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the common Private Roadways within the Property.

(d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interests of the Association.

5. The officers of the Association shall be a president, vice president, secretary and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be unable to act, the board

(a) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(b) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(c) shall call the directors together whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

6. Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

(a) To keep record of the proceedings of the meeting of the board of directors and of the members.

(b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, contracts, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or

transfer.

(d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitute a lien, and all payments thereof or made thereon.

(e) To receive and deposit all funds of the Association, to pay out funds as authorized by the Board of Directors, and account for all receipts, disbursements, and balance on hand.

(f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.

(g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.

(h) To mail all notices of meeting as required by the by-laws.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed by

Seth Koenig its Manager, at Del City, Oklahoma this 19<sup>th</sup> day of January 2024

OUTBACK INVESTMENTS, LLC

P.O. Box 15329

Del City, OK 73155

By: [Signature]  
Its: Seth Koenig, Manager

#### LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) SS:  
OKLAHOMA COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 19<sup>th</sup> day of January 2024, personally appeared Seth Koenig, as manager of OUTBACK INVESTMENTS, LLC to me known to be the identical person who executed the within and foregoing Declaration, 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 the Declarant for the uses and purposes therein set forth.

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

My Commission expires: 08-01-27  
My Commission number is: 19007730

[Signature]  
Notary Public



22/10  
"Outback Investments LLC"  
PO Box 15329  
Del City, OK 73155

000082

1-2023-011720 Book 6435 Pg 82  
12/13/2023 10:18am Pg 0082-0089  
Fee: \$32.00 Doc: \$0.00  
Jenny Moore - Stephens County Clerk  
State of Oklahoma



For the Recorder

**ACCESS & PRIVATE RIGHT OF WAY & UTILITY EASEMENT,  
COVENANTS AND RESTRICTIONS AGREEMENT**

THIS ACCESS & PRIVATE RIGHT OF WAY & UTILITY EASEMENT, COVENANTS AND RESTRICTIONS AGREEMENT (the "ECR") is entered into effective the 7<sup>th</sup> day of December 2023 by Outback Investments, LLC, an Oklahoma limited liability company ("Grantor" and "OILLC") on behalf of itself, successors, and assigns and Tract Owners to the Tracts ("Grantees"). Collectively OILLC and Tract Owners shall be referred to herein as the "Parties". Individually each shall be referred to herein as a "Party".

**RECITALS**

A. OILLC is the owner of land within Pottawatomie County, State of Oklahoma more particularly described within Exhibit "A" attached hereto and which is intended to be sold in Tracts for residential use (the "Addition"). Within such Addition OILLC has set out certain private roadway and utility easements more particularly described on Exhibit "B" attached to this ECR (the "Private ROW & Utility Easement"). Tracts numbered 1 through 9 (the "Tracts") shall be subject to this ECR. The title holders of such a Tracts is referred to herein as "Tract Owner."

B. In order to provide for the orderly use and enjoyment of the Addition and provide access and utility easements to the Tract and Tracts Owners, OILLC desires to grant certain easements to itself and the Tract Owners and make certain covenants as set out herein.

NOW, THEREFORE, in consideration of the covenants set forth in this ECR and for the purposes set forth above, the parties hereto grant the following easements and impose and place the following restrictions, upon the Addition, reserving unto future owners and lessees of the Addition certain rights and privileges, all as more particularly set forth in this ECR

1. **Easement Grants.** OILLC, for itself, its successors and assigns for the Tracts and Tract Owners, hereby grants, assigns reserves, and transfers, to Grantees the following easements:

1.1. **Easement for Private ROW & Utility Easement.** With respect to that area of the Addition comprising the Private ROW & Utility Easement, OILLC grants to Grantees a permanent, perpetual, non-exclusive easement to access for ingress and egress for pedestrian and vehicular traffic at all times, 24 hours per day, 365 days per year to the Tract. The configuration of pavement or gravel, driveway, and landscaping associated with the Private ROW & Utility Easement area shall not be altered without the approval of a majority of the Tract Owners and OILLC should OILLC remain in title to any Tract. OILLC and Tract Owners may utilize the Private ROW & Utility Easement for police, law enforcement personnel, fire, inspection, utility and sanitation (both public and private sanitation), and health department vehicles, and all official personnel, who are in the process of performing their normal responsibilities, and residential uses and purposes only. OILLC and Tract Owners may utilize the Private ROW & Utility Easement for the location, installation, and improvement of utilities for the Tract, including but not limited to water, sewer, gas, electric, telephone, Internet, and similar utilities and technologies.

2. **Restrictive Covenants.** The Tract Owners and Tracts shall be bound by the following restrictive covenants:

2.1. **Private Easements.** The easements, licenses, rights and privileges established, created and granted hereby will be for the benefit of and restricted solely to the fee simple owners and their assigns of all or any portion of a Tract, as their interest as owners may appear, but any such fee simple owner may grant the privilege or benefit of the easements, licenses, rights or privileges set forth in this Agreement only to its tenants, subtenants, agents, guests, invitees and licensees. The easements and rights granted herein will, in no event, be construed to create any right in or for the benefit of the general public.

CONTINUED

- 2.2. **Construction within Easement Area.** No walls, fences or barriers of any sort or kind shall be constructed or erected on the Private ROW & Utility Easement, or any portion thereof, which shall prevent the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrian and vehicular traffic, among the Tracts.
- 2.3. **Maintenance, Repair and Restoration of Private ROW & Utility Easement.** Except as herein expressly otherwise provided, Tract Owners shall keep and maintain or cause to be kept and maintained the Private ROW & Utility Easement as may exist from time to time located on their Tract in a good state of repair and in a clean and orderly condition.
- 2.4. **Indemnification.** The Tract Owners, or their successor in interest shall indemnify OILLC and save OILLC, its directors, officers, members, and agents (collectively OILLC for purposes of this Section) harmless from and against any and all claims arising from loss, damage or injury to persons or property occurring in, on, or about the Private ROW & Utility Easement, including Tract Owners successors, assigns, guests, tenants, and invitee's use of the Private ROW & Utility Easement. OILLC and the Tract Owners shall have no obligation, duty, or liability for any portion of a Tract not contained within the Private ROW & Utility Easement.
3. **Amendment to ECR.** For so long as OILLC holds title to a Tract, this ECR may be amended only by a written agreement executed by both OILLC and a majority of the Tract Owners. Subsequently, this ECR may only be amended by a majority of the Tract Owners. The Parties agree to execute all documents reasonably necessary to effectuate the Parties' intent behind this Agreement.
4. **Binding Effect.** The conditions and easements contained in this ECR are covenants running with the land; they are made by OILLC for the benefit of themselves, their lessees, successors and assigns in title to all or part of the Addition.
5. **Remedies for Breach.** The terms and conditions of this ECR shall be enforceable by any a Party by actions for specific performance or injunction, in addition to any other remedies available at law or in equity, the prevailing party to be awarded their attorney's fees and costs.
6. **Private Agreement.** This ECR shall not be construed to grant any rights to the public in general or any person not a signatory to this ECR.
7. **Termination.** Unless otherwise cancelled or terminated, this ECR and all the easements, rights and obligations created hereby shall continue until the Parties or their successors in title or assigns agree in writing to terminate this ECR.
8. **Covenants to Run With Land.** The easements reservations and covenants contained in this ECR are not personal, but are appurtenant to and shall run with the land benefited hereby and will be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns.
9. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this ECR nor in any way affect the terms and provisions hereof.
10. **Governing Law; Severability.** The laws of the State of Oklahoma shall govern the interpretation, validity, performance and enforcement of this ECR. If any provision of this ECR shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected hereby.
11. **Successors and Assigns.** The terms, provisions and covenants of this ECR shall inure to the benefit of and be binding upon (i) all Owners so long as each retains an ownership interest in the fee simple title to all or any portion of a Tract; (ii) all Owners' successors and assigns; and (iii) each of their successors, lessees, sublessees and assigns.

"Outback Investments LLC"  
PO Box 15329  
Del City, OK 73155

000084

IN WITNESS WHEREOF, the parties hereto have executed this ECR by authority duly given,  
as of the day and year first above written.

OILLC:

By: [Signature] Manager  
Name: Seth Roenig, its member/manager  
Manager

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

) SS.  
)

On the 7<sup>th</sup> day of December, 2023, before me personally appeared  
Seth Roenig, duly authorized agent of the Grantor and  
acknowledged that the foregoing Access Easement, Covenants and Restrictions Agreement was  
executed as their free and voluntary act, for the uses and purposes therein set forth on behalf of the  
Grantor.

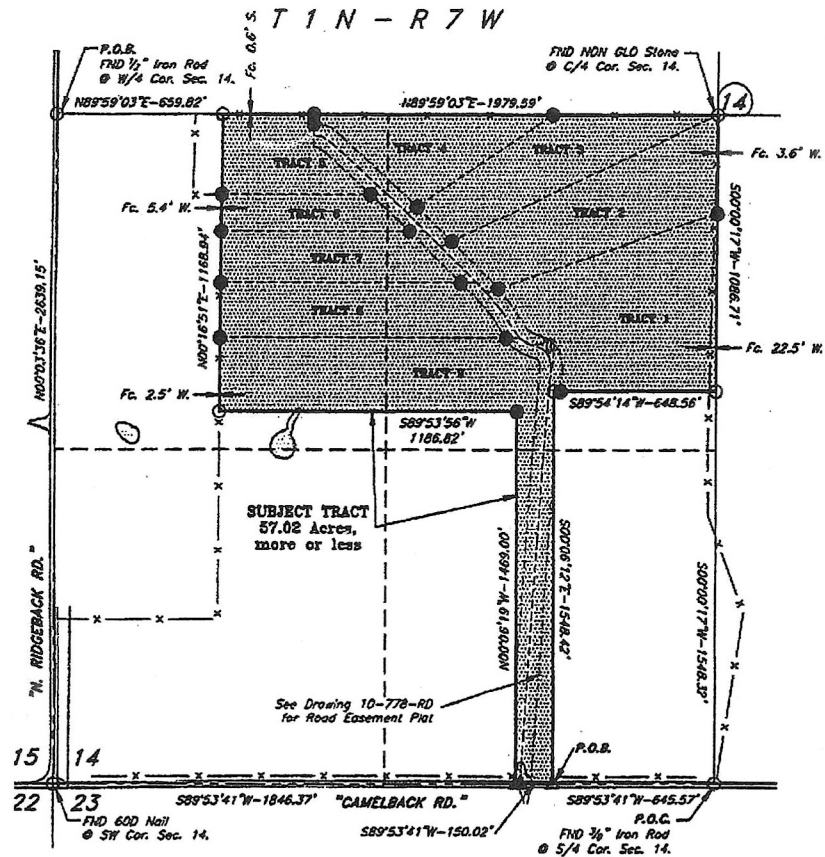
My Commission Number:  
My Commission Expires:



Patsy A. Daggs  
Notary Public

**EXHIBIT A**

**The Addition**



**Boundary Legal Description**

A 57.02 Acre tract of land lying in a part of the SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:  
COMMENCING at a found 3/8" Iron Round at the SE Corner of said Section 14; Thence S89°53'41"W, along the South line of the SW/4, a dist. of 645.57 feet to a Found Mag Nail and being the Point of Beginning; Thence S89°53'41"W, continuing along said South line, a dist. of 150.02 feet to a Set 1/2" Mag Nail w/Arkoma C.A. #54348 Washer; Thence N00°06'19"W a dist. of 1469.00 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence S89°53'56"W a dist. of 1186.82 feet to a Found 1/2" Iron Rod w/USM C.A. #6858 Cap; Thence N00°16'51"E a dist. of 1169.05 feet to a Found 1/2" Iron Rod on the North line of the SW/4; Thence N89°59'03"E, along said North line, a dist. of 1979.59 feet to a Found Non-Original Stone for the Center of said Section a.k.a. the NE corner of the NE/4-SW/4; Thence S00°00'17"W, along the East line of the SW/4, a dist. of 1086.71 feet to a Found 1/2" Iron Rod w/USM C.A. #6858 Cap; Thence S89°54'14"W a dist. of 648.49 feet to a Found 1/2" Iron Rod w/USM C.A. #6858 Cap; Thence S00°06'12"E a dist. of 1548.42 feet; to the Point of Beginning, said tract contains 57.01 Acres, more or less.

"Outback Investments LLC"  
PO Box 15329  
Del City, OK 73155

000086

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

### Tracts Legal Descriptions

#### TRACT 1 PROPERTY DESCRIPTION:

A 12.89 Acre tract of land lying in a part of the E/2-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:

COMMENCING at a found 3/8" Iron Round at the SE Corner of said Section 14; Thence N00°00'17"E, along the East line of the E/2-SW/4, a dist. of 1548.32 feet to a Found 1/2" Iron Rod w/USM C.A. #6858 Cap and being the Point of Beginning;

Thence S89°54'14"W a dist. of 648.56 feet to a Found 1/2" Iron Rod w/USM C.A. #6858 Cap; Thence S00°06'12"E a dist. of 1548.42 feet to a Found Mag Nail on the South line of the E/2-SW/4; Thence S89°53'41"W, along the South line of the E/2-SW/4, a dist. of 131.53 feet to a Set Mag Nail w/Arkoma CA5348 Cap in the Centerline of an Existing Road; Thence the following meanders along said Centerline; N02°57'39"E a dist. of 73.49 feet; N03°46'55"E a dist. of 118.50 feet; N03°49'45"E a dist. of 765.29 feet; N04°08'09"E a dist. of 321.41 feet; N05°00'18"E a dist. of 221.26 feet; N04°53'31"E a dist. of 145.61 feet; N10°12'44"W a dist. of 45.39 feet; N39°41'57"W a dist. of 30.37 feet; N57°51'43"W a dist. of 11.54 feet; N70°46'12"W a dist. of 59.15 feet; N58°36'09"W a dist. of 42.64 feet; N33°40'28"W a dist. of 137.61 feet; N39°54'38"W a dist. of 85.76 feet; Thence N71°11'17"E, leaving said Centerline, a dist. of 972.43 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap on the East line of the E/2-SW/4; Thence S00°00'17"W, along the East Line of the E/2-SW/4, a dist. of 701.29 feet to the Point of Beginning, said tract contains 12.89 Acres, more or less.

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

#### TRACT 2 PROPERTY DESCRIPTION:

A 7.47 Acre tract of land lying in a part of the NE/4-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:

COMMENCING at a found 3/8" Iron Round at the SE Corner of said Section 14; Thence N00°00'17"E, along the East line of the E/2-SW/4, a dist. of 2249.60 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap and being the Point of Beginning;

Thence S71°11'17"W a dist. of 972.43 feet to the Centerline of an Existing Road; Thence N45°42'30"W, along said centerline, a dist. of 259.23 feet; Thence N64°54'21"E a dist. of 1221.32 feet to a Found Non-Original Stone for the Center of said Section a.k.a. the NE corner of the NE/4-SW/4; Thence S00°00'17"W, along the East line of the E/2-SW/4, a dist. of 385.42 feet; to the Point of Beginning, said tract contains 7.47 Acres, more or less.

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

#### TRACT 3 PROPERTY DESCRIPTION:

A 5.38 Acre tract of land lying in a part of the NE/4-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:

COMMENCING at a found 1/2" Iron Rod at the W/4 Corner of said Section 14, a.k.a. the NW corner of the SW/4; Thence N89°59'03"E, along the North line of the SW/4, a dist. of 1979.50 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap and being the Point of Beginning;

Thence N89°59'03"E, continuing along said North line, a dist. of 659.91 feet to a Found Non-Original Stone for the Center of said Section a.k.a. the NE corner of the NE/4-SW/4; Thence S64°54'21"W a dist. of 1221.32 feet to the Centerline of an Existing Road; Thence N45°42'30"W, along said Centerline, a dist. of 186.57 feet; Thence N56°14'25"E a dist. of 697.25 feet; to the Point of Beginning, said tract contains 5.38 Acres, more or less.

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

#### TRACT 4 PROPERTY DESCRIPTION:

A 4.47 Acre tract of land lying in a part of the N/2-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:

COMMENCING at a found 1/2" Iron Rod at the W/4 Corner of said Section 14, a.k.a. the NW corner of the SW/4; Thence N89°59'03"E, along the North line of the SW/4, a dist. of 1024.58 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap and being the Point of Beginning;

Thence N89°59'03"E, continuing along said North line, a dist. of 954.92 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence S56°14'25"W a dist. of 697.25 feet to the Centerline of an Existing Road; Thence the following meanders along said Centerline; N48°03'01"W a dist. of 111.48 feet; N47°37'29"W a dist. of 295.08 feet; N56°55'11"W a dist. of 51.53 feet; N83°49'38"W a dist. of 31.75 feet; Thence N00°16'51"E, leaving said Centerline, a dist. of 82.22 feet; to the Point of Beginning, said tract contains 4.47 Acres, more or less.

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

**TRACT 5 PROPERTY DESCRIPTION:**

A 3.50 Acre tract of land lying in a part of the NW/4-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:  
COMMENCING at a found 1/2" Iron Rod at the W/4 Corner of said Section 14, a.k.a. the NW corner of the SW/4;  
Thence N89°59'03"E, along the North line of the SW/4, a dist. of 659.82 feet to a Found 1/2" Iron Rod and being the Point of Beginning;  
Thence N89°59'03"E, continuing along said North line a dist. of 364.76 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence S00°16'51"W a dist. of 82.22 feet to the Centerline of an Existing road; Thence the following meanders along said Centerline, S83°49'38"E a dist. of 31.75 feet; S56°55'11"E a dist. of 51.53 feet; S47°37'29"E a dist. of 295.08 feet; Thence S89°59'03"W, leaving said Centerline, a dist. of 658.62 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence N00°16'51"E a dist. of 312.69 feet; to the Point of Beginning, said tract contains 3.50 Acres, more or less.

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

**TRACT 6 PROPERTY DESCRIPTION:**

A 2.46 Acre tract of land lying in a part of the N/2-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:  
COMMENCING at a found 1/2" Iron Rod at the W/4 Corner of said Section 14, a.k.a. the NW corner of the SW/4;  
Thence N89°59'03"E, along the North line of the SW/4, a dist. of 659.82 feet to a Found 1/2" Iron Rod; Thence S00°16'51"W a dist. of 312.80 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap and being the Point of Beginning;  
Thence N89°59'03"E a dist. of 658.62 feet to the Centerline of an Existing Road; Thence S48°03'01"E, along said Centerline, a dist. of 111.48 feet; Thence S45°42'30"E, continuing along said Centerline, a dist. of 100.86 feet; Thence S89°59'03"W, leaving said Centerline, a dist. of 814.44 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence N00°16'51"E a dist. of 145.00 feet; to the Point of Beginning, said tract contains 2.46 Acres, more or less.  
The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

**TRACT 7 PROPERTY DESCRIPTION:**

A 4.27 Acre tract of land lying in a part of the N/2-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:  
COMMENCING at a found 1/2" Iron Rod at the W/4 Corner of said Section 14, a.k.a. the NW corner of the SW/4;  
Thence N89°59'03"E, along the North line of the SW/4, a dist. of 659.82 feet to a Found 1/2" Iron Rod; Thence S00°16'51"W a dist. of 457.80 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap and being the Point of Beginning;  
Thence N89°59'03"E a dist. of 814.44 feet to the Centerline of an Existing Road; Thence S45°42'30"E, along said Centerline, a dist. of 289.85 feet; Thence S89°59'03"W, leaving said Centerline, a dist. of 1022.91 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence N00°16'51"E a dist. of 202.47 feet; to the Point of Beginning, said tract contains 4.27 Acres, more or less.

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

**TRACT 8 PROPERTY DESCRIPTION:**

A 5.61 Acre tract of land lying in a part of the N/2-SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:  
COMMENCING at a found 1/2" Iron Rod at the W/4 Corner of said Section 14, a.k.a. the NW corner of the SW/4;  
Thence N89°59'03"E, along the North line of the SW/4, a dist. of 659.82 feet to a Found 1/2" Iron Rod; Thence S00°16'51"W a dist. of 660.27 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap and being the Point of Beginning;  
Thence N89°59'03"E a dist. of 1022.91 feet to the Centerline of an Existing Road; Thence the following meanders along said Centerline; S45°42'30"E a dist. of 55.08 feet; S39°54'38"E a dist. of 85.76 feet; S33°40'28"E a dist. of 137.61 feet; Thence S89°59'03"W, leaving said Centerline, a dist. of 1194.73 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence N00°16'51"E a dist. of 218.81 feet; to the Point of Beginning, said tract contains 5.61 Acres, more or less.

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**TRACT 9 PROPERTY DESCRIPTION:**

A 10.97 Acre tract of land lying in a part of the SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:  
COMMENCING at a found 3/8" Iron Round at the SE Corner of said Section 14; Thence S89°53'41"W, along the South line of the SW/4, a dist. of 777.10 feet to a Set Mag Nail w/Arkoma CA5348 Washer and being the Point of Beginning;  
Thence S89°53'41"W, continuing along said South line, a dist. of 18.49 feet to a Set Mag Nail w/Arkoma CA5348 Washer; Thence N00°06'19"W a dist. of 1469.00 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence S89°53'56"W a dist. of 1186.82 feet to a Found 1/2" Iron Rod w/USM C.A. #6858 Cap; Thence N00°16'51"E a dist. of 289.97 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence N89°59'03"E a dist. of 1194.73 feet to the Centerline of an Existing Road; Thence the following meanders along said Centerline; S58°36'09"E a dist. of 42.64 feet; S70°46'12"E a dist. of 59.15 feet; S57°51'43"E a dist. of 11.54 feet; S39°41'57"E a dist. of 30.37 feet; S10°12'44"E a dist. of 45.39 feet; S04°53'31"W a dist. of 145.61 feet; S05°00'18"W a dist. of 221.26 feet; S04°08'09"W a dist. of 321.41 feet; S03°49'45"W a dist. of 765.29 feet; S03°46'55"W a dist. of 118.50 feet; S02°57'39"W a dist. of 73.49 feet; to the Point of Beginning, said tract contains 10.97 Acres, more or less.

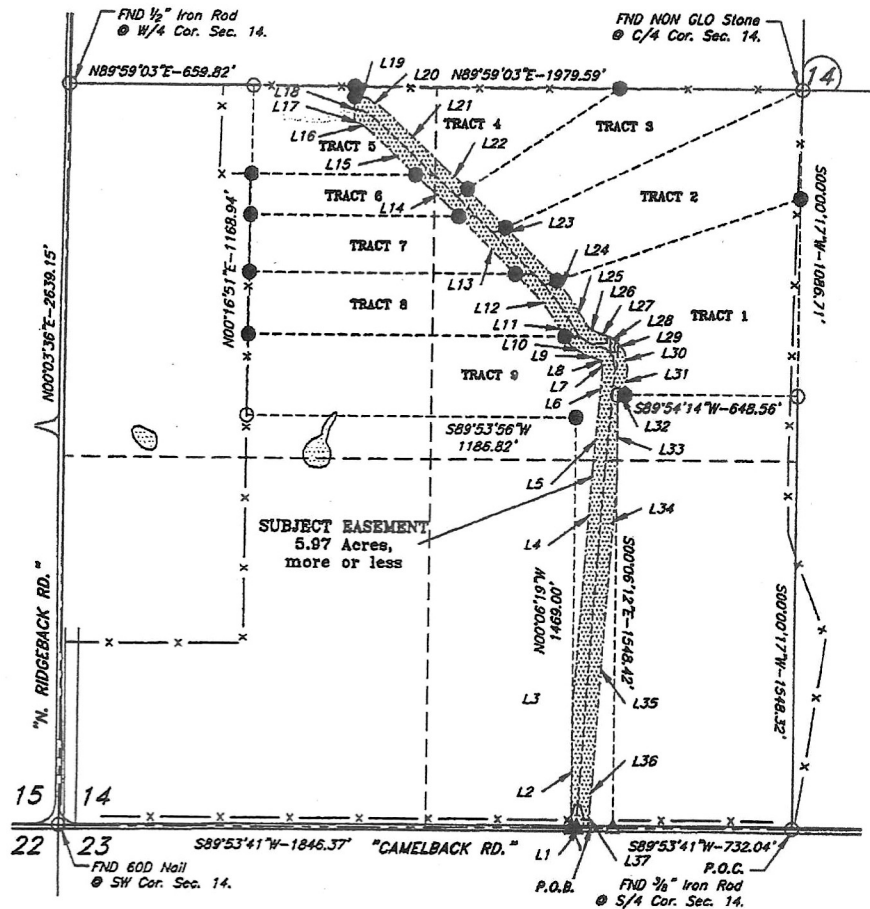
"Outback Investments LLC"  
PO Box 15329  
Del City, OK 73155

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The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.

**EXHIBIT B**

T 1 N - R 7 W



**Legal Description**

**ROAD EASEMENT DESCRIPTION:**

A 5.97 Acre Road Easement lying in a part of the SW/4 of Section 14, Township 1 North, Range 7 West of the Indian Meridian, Stephens County, Oklahoma, being more particularly described as follows:

COMMENCING at a found 3/8" Iron Round at the SE Corner of said Section 14; Thence S89°53'41"W, along the South line of the SW/4, a dist. of 732.04 feet to a Set Mag Nail w/Arkoma CA5348 Washer and being the Point of Beginning;

Thence S89°53'41"W, continuing along said South line, a dist. of 63.55 feet to a Set Mag Nail w/Arkoma CA5348 Washer; Thence N00°06'19"W a dist. of 404.67 feet; Thence N03°49'45"E a dist. of 554.95 feet; Thence N04°08'09"E a dist. of 321.87 feet; Thence N05°00'18"E a dist. of 221.56 feet; Thence N04°53'31"E a dist. of 139.60 feet; Thence N10°12'44"W a dist. of 27.58 feet; Thence N39°41'57"W a dist. of 11.02 feet; Thence N70°46'12"W a dist. of 58.41 feet; Thence N58°36'09"W a dist. of 57.39 feet; Thence N33°40'28"W a dist. of 145.10 feet; Thence N39°54'38"W a dist. of 81.03 feet; Thence N45°42'30"W a dist. of 442.59 feet; Thence N48°03'01"W a dist. of 110.73 feet; Thence N47°37'29"W a dist. of 291.59 feet; Thence N56°55'11"W a dist. of 37.10 feet; Thence N83°49'38"W a dist. of 16.34 feet; Thence N00°16'51"E a dist. of 90.48 feet to a Set 1/2" Iron Rod w/Arkoma CA5348 Cap; Thence S83°49'38"E a dist. of 47.16 feet; Thence S56°55'11"E a dist. of 65.95 feet; Thence S47°37'29"E a dist. of 298.57 feet; Thence S48°03'01"E a dist. of 112.24 feet; Thence S45°42'30"E a dist. of 448.99 feet; Thence S39°54'38"E a dist. of 90.49 feet; Thence S33°40'28"E a dist. of 130.11 feet; Thence S58°36'09"E a dist. of 27.90 feet; Thence S70°46'12"E a dist. of 59.45 feet; Thence S57°51'43"E a dist. of 23.82

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feet; Thence S39°41'57"E a dist. of 49.41 feet; Thence S10°12'44"E a dist. of 63.20 feet; Thence S04°53'31"W a dist. of 95.04 feet; Thence S89°54'14"W a dist. of 26.12 feet; Thence S00°06'12"E a dist. of 296.95 feet; Thence S04°08'09"W a dist. of 300.39 feet; Thence S03°49'45"W a dist. of 765.17 feet; Thence S03°46'55"W a dist. of 118.14 feet; Thence S02°57'39"W a dist. of 70.76 feet; to the Point of Beginning, said tract contains 5.97 Acres, more or less.

The above description is composed under the supervision of Zach Duncan, L.P.L.S. #2001, on this 26th day of October, 2023, and has a Basis of Bearings of Grid North - NAD 83 - State Plane - OK South Zone.