Payne County Board of Commissioners
Regular Meeting, May 2, 2016, 9:00 a.m.

Payne County Administration Building; 315 W. 6th Avenue
Gloria Hesser Commissioners' Meeting Room, Suite 200/201

AGENDA

I. Meeting called to order by Chairman
II Invocation and Flag Salute
III. Minutes
   A. Approval of April 28, 2016
IV. Miscellaneous Items from the Audience (no action will be taken)
V. Discussion and Possible Action on Bid Openings- 9:30 A.M.
VI. Discussion and Possible Action on Evaluations

VII. Discussion and Possible Action on Reports from Officers and Boards
   A. Oklahoma Home and Community Education Week (May 1-7)-OSU Extension
   B. Fair Housing Proclamation- Commissioners
   C. Review Departments and Committees- Commissioners
   D. Acknowledgement of Court Case No CJ-206-162
   E. Request for Traffic Control Signs
   F. Ingress and Egress Agreements
      1. Fairy M Lynd Memorial Revocable Living Trust, Jardot & 104th- D-3
      2. Fred Causley Sr, Brushcreek & 46th- D-1
   G. Removal of Equipment Items from Inventory
   H. Appointment of Requisitioning and Receiving Officers

VIII. Discussion and Possible Action on Financials
   A. Cash Appropriations
   B. Transfer of Appropriations
   C. Purchase Orders: List of the purchase orders will be available at the meeting, or from the County Clerk
      1. New
      2 Blanket
      3. Tabled
      4. Disallowed
      5. Payroll/Longevity
   D. Monthly Reports of Officers

IX. Discussion and Possible Action on
   A. Telephone and Utility Permits
   B. Road Crossing

X. Public Announcements from the Board (no action will be taken)

XI. New Business
XII. Adjournment

2016 APR 28 P 3:29
PAYNE COUNTY
GLENNA CRAIG
COUNTY CLERK

VII - A.

COMMISSIONERS PROCLAMATION

Whereas,

We believe the family is the catalyst of our society; And

Whereas,

The stability of the family is the primary purpose of society; And

Whereas,

The Oklahoma Home and Community Education, (OHCE), is a strong influence, And

Whereas,

In agreement with County, State, and National Extension Service for support, And

Whereas,

In accordance with this agreement will strive to continue to focus on significant betterment of strong family-life, for our communities across our state; And

Whereas,

Oklahoma Home and Community Education members stand for the responsibility to safe guard the primary ideals for family life, And

Whereas,

The purpose of this great organization will continue to be the furtherance these ideals, and the protection of the stability of the family, And

Whereas,

We agree to recognize this great responsibility, And

Therefore,

Be it resolved that the *Oklahoma Home and Community Education of Payne County* proclaims the period commencing **May 1, 2016 and ending May 7, 2016** as

"Oklahoma Home and Community Education Week"

Whereas,

By our signature, we set our hands to this noble endeavor:

Kent Bradley, Chairman, County Commissioner, Dist. #3	Date
Chris Reding, Vice Chairman, County Commissioner, Dist. #2	Date
Zach Cavett, Member, County Commissioner, Dist. #1	Date

VII B

FAIR HOUSING

PROCLAMATION

Pursuant to the authority granted to me as Chairman of the **Payne County Board of Commissioners,** I do hereby proclaim that the **Payne County Board of Commissioners** support and encourage FAIR HOUSING practices. Further, I decree that the County affirms to follow the concepts, practices, and intent embodied by the Federal, State, and Local laws in regard to Fair Housing.

The Fair Housing Act prohibits discrimination in housing because of race or color, national origin, religion, sex, familial status, or handicap. The **Payne County Board of Commissioners** encourage each citizen, agency, lender, or real estate business planning housing promotions or activities to implement the provisions of the Fair Housing Act.

_____
Kent Bradley, Chairman

EQUAL HOUSING OPPORTUNITY

2016

VII C

County Departments	Chairman/ Dept. Head	Chairman Determined by	Date	Term Chairman	Current Appt	Term		per Lowell	Support Documents	
Economic Dev. Authority	Chris Reding	Election Trustees	2/16/2016	1 calendar yr	Chris Reding	w/BOC	Trustees are the same as BOC		By-Laws 08/03/98	
Emergency Management	Director	BOC			D-2			State law	Title 63 Chapter 24 Section 683.11 Title 63 Chapter 24 Section 683.3	Minutes 7/1/13; 10/14/13;12/23/13; News article 3/4/14
Facilities Authority		Chairman	1/4/2016	1 calendar yr	Chair		Trustees are the same as BOC,		Series 2001 Section 1	Minutes 9/14/15
Clean Program					D-2		Created 8/29/13 Resolution 2013-47; Under the Supervision of District 2	State Statute		Minutes- 05/21/15,
Environmental Enforcement Department					D-2		responsibility turned over to District 2 Minutes- 09/02/14	Voted by BOC		
Supreme Court of Oklahoma Dispute Mediation Program		BOC			D-2				Minutes- 07/07/14,	
Health Department		BOC			D-1		Appointed Zach Cavett Minutes 11/25/14		Minutes- 07/24/00	
Floodplain Board		Elected Membership				6 yrs. Staggered	BOC appoints five members of the board w/Staggered Te	Minutes	82 O.S. Section 1605	
Committees										
Project Heart		BOC			D-2		Appointed Chris Reding Minutes 11/25/14			Contract Agreement
CORPO/COEDD		BOC	4/6/2015		D-3		1 Appointment to 2 separate boards			Minutes 04/16/2015
Local Elected Officials Consortium of Northwest Oklahoma		BOC	7/30/2015		Chris Reding		Appointed Chris Reding Minutes 7/30/15			Minutes-07/20/15; Guide & Instruction 99
Sales Tax Oversight Committee							Appointment BOC, 7 members each, 21 Total 2015	1 Member from BOC, 1 Tax Comm, 1 District		Minutes- 01/24/00, 04/10/00, 03/29/02, 12/15/14 7/22/13
LEPC Meeting					Members			by-laws State Statute		7/22/2013
Boards										
Board of Commissioners		Election BOC	1/4/2016	vote 1 calendar yr		1 yr		State Statute		
Budget Board		BOC Chairman	1/4/2016		Chairman BOC	1 yr		State Statute		
Tax Roll Corrections Board		BOC Chairman	1/4/2016		Chairman BOC	1 yr		State Statute		
Equalization & Excise Board							Re-Appointment Becky Teague	Terms coincide with D-1 and D-3		Minutes 12.22.14
Yale Emergency Service District Board						5 yr staggered	not less than 5 Appointments	State Constitution EMS District limited too Yale	Okla. Constitution 10 O.S.9C	Minutes- 05/24/99: 11/05/01;
Circuit Engineer District #5			6/22/2015		D-1		Appointment; Resolution 2015-21 Designation	They will request, State Statute	Minutes- 05/17/99; 06/22/15	
Agency										
Enhanced 911 Communication Agency		Elected membership		1 calendar yr			Appointment to represent County, then one or two from each governing body 3yr membership		Minutes- 03/29/02, 05/06/02	
Western Payne County Ambulance Trust Authority					Harland Wells		Appointment per website 3 yrs. term	Public Authority	Book 1858 479-497; ordinance 3082	
Payne County Home Loan Finance Authority		BOC Chairman	1/4/2016		Chairman BOC			Wait till requested		
Rt 66 Community Partners Trust Authority							Created 12.08.14	Minutes/ Bylaws Wait till requested	Minutes 12/08/14	
Action, Inc.; Central Oklahoma Community Action Agency		BOC	1/20/2015		D-2		Requesting an appointment of a member of their Board,	Chris Resigned	Minutes 01/20/15, by-laws	Minutes- 01/26/98; 04/23/01;
No longer exists										
Payne County Industrial Trust Authority					Does Not Exist			Dissolution Papers filed at clerks office	Minutes- 10/14/97; 10/27/97; 10/31/01	
Stillwater Review Committee							Appointment 1999 Commissioner Hesser appointed	No Longer Exists	Minutes- 06/30/99	

VII. D.

IN THE DISTRICT COURT OF
Payne County, Oklahoma
APR 20 2016
BY: LORI ALLEN, Court Clerk
Deputy

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

JANEE R. CROSS f/k/a JANEE R. HICKS, Plaintiff	)	
v.	)	Case No. CJ-2016-162
GREGORY D. ROARK;	)	
CAMILLE D. ROARK;	)	
ACCOUNT MANAGEMENT RESOURCES, LLC	)	
CARLA MANNING, PAYNE COUNTY TREASURER, and.	)	
BOARD OF COUNTY COMMISSIONERS OF PAYNE COUNTY	)	
Defendants	)	

2016 APR 21 P 2:16
PAYNE COUNTY
GLENNA CRAIG
COUNTY CLERK

SUMMONS

TO THE ABOVE NAMED DEFENDANT: Board of County Commissioners of
Payne County, Oklahoma
c/o Glenna Craig, Payne County Clerk
315 W. 6th, Suite 202
Stillwater, OK 74074

You have been sued by the above-named Plaintiff, and you are directed to file a written answer to the attached Petition in the Court listed above within twenty (20) days after service of this summons upon you, exclusive of the day of service. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION. Within the same time, a copy of your answer must be delivered or mailed to the attorney for the Plaintiff.

Issued this 20 day of April, 2016.

(SEAL) COURT CLERK

By: Judith R. Huff
Deputy

DISTRICT COURT CLERK PAYNE COUNTY, OKLAHOMA

ATTORNEY FOR PLAINTIFF:
John E. Koemel, Jr.
KOEMEL LAW, PLLC
205 W. 7th Ave., Suite 101-B
Stillwater, OK 74074
Telephone: (405) 533-1885

This summons was served on the ___day of April, 2016.

_____
Signature of person serving summons

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

RETURN OF SERVICE

I certify that I received the foregoing Petition on the _____ day of _____, 2016, and that I delivered a copy of said Summons with a copy of the Petition, as follows:

( ) PERSONAL SERVICE:
( ) By delivering a true copy of said process personally to _____ at _____. Date: _____ Time: _____

( ) USUAL PLACE OF RESIDENCE:
( ) By delivering a true copy of said process for _____ with _____, a resident or family member fifteen (15) years of age or older, at _____, which is their usual place of residence. Date: _____ Time: _____

( ) CORPORATION/PARTNERSHIP/GOVERNMENT ENTITY:
( ) By delivering a true copy of said process to _____, he being the _____ authorized to accept service, at _____.
Date: _____ Time: _____

( ) POSTED SERVICE:
( ) By affixing a true copy of said process to the premises located at _____, which is in possession of the defendant, to-wit: _____.
Date: _____ Time: _____

( ) SERVICE BY MAIL:
( ) By mailing a true copy of said process to _____ by certified mail, restricted delivery, return receipt requested, at _____
Date: _____ Time: _____

( ) NOT FOUND:
( ) Said process WAS NOT SERVED on the following named for the reason(s) stated: _____

( ) OTHER INFORMATION:
( ) _____

Process Service Fee for Delivery and/or Filing Documents:		$_____
Research Fee:		$_____
Mileage: _____miles @ $_____per mile		$_____
Other Fee(s)_____		$_____
	TOTAL	$_____

Undersigned declares under penalty of perjury that the foregoing information is true and correct

By: _____
Deputy Sheriff, Payne County

Subscribed and sworn to before me this _____ day of _____, 2016.
My Commission Expires:

_____
Notary Public - State of Oklahoma

_____
(SEAL)

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma
FILED
APR 20 2016
By: LORI ALLEN, Court Clerk
Deputy

JANEE R. CROSS f/k/a JANEE R. HICKS,	)	
Plaintiff	)	
v.	)	Case No. CJ-2016-162
GREGORY D. ROARK;	)	
CAMILLE D. ROARK;	)	
ACCOUNT MANAGEMENT RESOURCES, LLC;	)	
CARLA MANNING, PAYNE COUNTY TREASURER; and,	)	
BOARD OF COUNTY COMMISSIONERS OF PAYNE COUNTY	)	
Defendants	)	

2016 APR 21 P 2:16
PAYNE COUNTY
GLENNA CRAIG
COUNTY CLERK

FORECLOSURE PETITION

COMES NOW the Plaintiff, JANEE R. CROSS f/k/a JANEE R. HICKS, and for her claims against the Defendants, alleges and states as follows:

1. Plaintiff JANEE R. CROSS is one and the same person and formerly known as JANEE R. HICKS, as the Plaintiff in this cause, and the holder and owner of the Note and Mortgage upon which adjudication and foreclosure are sought in this action.

2. Defendants GREGORY D. ROARK and CAMILLE D. ROARK are the purchasers of the property which forms the subject of this foreclosure proceeding, and are residents of Payne County, Oklahoma.

3. The real and personal property upon which this foreclosure action is based is located in Payne County, Oklahoma. The foreclosure involves an owner financed sale of real property with manufactured home by Plaintiff to Defendants.

4. This Court has jurisdiction over the parties and subject matter herein. Venue is proper in Payne County, Oklahoma.

5. All conditions precedent to recovery under this action have occurred or been performed.

6. This action is based upon a personal loan agreement. To the extent that the Fair Debt Collection Practices Act may apply, the following notification is given:

Unless within thirty (30) days after the receipt of this pleading, you (Defendants Gregory D. Roark and Camille D. Roark) dispute the validity of this debt or any portion thereof, we will assume the debt to be valid and will proceed in accordance with this assumption. If, within thirty (30) days of your receipt of this pleading, you notify us in writing that the debt or any portion thereof is disputed, we will obtain a verification of the debt, or if the debt is founded upon a judgment, we will mail you a copy of such verification or judgment. If the original creditor is different from the creditor named above (the Plaintiff), we will provide you with the name and address of the original creditor if you request this information in writing within thirty (30) days of the date you receive this pleading.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Adjudication of Note Indebtedness and Foreclosure of Mortgage

7. On or about August 15, 2013, GREGORY D. ROARK and CAMILLE D. ROARK executed that certain Promissory Note in favor of JANEE R. HICKS in the original principal sum of $56,000.00 (herein and hereinafter referred to as the "Note"). A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein by reference.

8. As a part and parcel of the extension of credit and to secure payment of the Note, and the indebtedness represented thereby, GREGORY D. ROARK and CAMILLE D. ROARK made, executed and delivered to JANEE R. HICKS that certain mortgage, upon which she brings her foreclosure action, which was duly executed, acknowledged and recorded with the Payne County Clerk on August 16, 2013, at Book 2121, Pages 644-649 (herein and hereinafter referred to as the "Mortgage"), mortgaging the following described real property, to-wit:

A tract of land in the North Half (N/2) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Three (3) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Commencing at the Northwest Corner (NW/cor) of the North Half (N/2) of the Southeast Quarter (SE/4); THENCE South along the West line of the North Half (N/2) of the Southeast Quarter (SE/4) a distance of 775.00 feet; THENCE South 89° 48' 55" East, parallel with the North line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 2204.95 feet to the point of beginning; THENCE South, parallel with the West line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 544.95 feet to the South line of the North Half (N/2) of the Southeast Quarter (SE/4); THENCE South 89° 59' 36" East along the South line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 210.00 feet; THENCE North, parallel with the West line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 544.30 feet; THENCE

North 89° 48' 55" West, parallel with the North line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 210.00 feet to the point of beginning

(hereinafter referred to as the "Real Property" and sometimes identified as 5719 E. Horse Ranch Road, Perkins, Oklahoma)

and the buildings, improvements, appurtenances and hereditaments, together with all building structures and manufactured homes affixed to the Real Property, including, specifically, a 1998 Cappae 56x28 Mobile Home, VIN No. HVM039885613596AB (hereinafter referred to as the "Manufactured Home"), (the Real Property and the Manufactured Home collectively being hereinafter referred to as the "Property"), and all of their rights appertaining or belonging, and all fixtures in or thereafter attached or used in connection with the Property. The mortgage tax was paid and the mortgage was duly recorded, as reflected by the records of the Payne County Clerk. A true and correct copy of the Mortgage is attached hereto as Exhibit "B" and incorporated herein by reference.

9. Contemporaneously with the execution of the Note and the Mortgage, Plaintiff, as grantor, executed that certain Warranty Deed in favor of GREGORY D. ROARK and CAMILLE D. ROARK, husband and wife, as joint tenants with rights of survivorship, which instrument was dated August 15, 2013, and recorded on August 16, 2013 at Book 2121, Pages 642-643 with the Payne County Clerk, transferring title to the Real Property. Further, that Plaintiff, as grantor, re-recorded said Warranty Deed on December 27, 2013, at Book 2148, Pages 782-783, with the Payne County Clerk, transferring title to both the Real Property and the Manufactured Home, and to clarify any ambiguity with regard to transfer of the Mobile Home.

10. Defendants GREGORY D. ROARK and CAMILLE D. ROARK have defaulted in making all payments due under the obligation to Plaintiff JANEE R. CROSS f/k/a JANEE R. HICKS under the Note and Mortgage. Further, since the debt has now been accelerated, the entire obligation, including all unpaid principal, all accrued but unpaid interest, together with any late and miscellaneous charges, including insurance premiums advanced and taxes paid, and all attorney's fees and costs, accrued and accruing, are now immediately due and payable per the terms of the Note and Mortgage. As of April 19, 2016, Plaintiff is owed the amount of $42,597.78 (exclusive of attorney's fees). This amount includes unpaid principal of $41,738.32, plus accrued but unpaid interest of $629.00, together with miscellaneous, late charges, insurance and taxes paid of $859.46, with interest continuing to accrue from and after said date at the

default rate of eleven percent (11%), or at the per diem rate of $12.58, all if and as allowed by law, together with all attorney's fees accrued and accruing.

11. The Mortgage constitutes a first mortgage upon the property, prior and superior to all mortgage holders and other persons. Plaintiff JANEE R. CROSS f/k/a JANEE R. HICKS is entitled to have her Mortgage foreclosed and to have all the sums alleged due and owing to Plaintiff's attorneys, to be adjudged and decreed to be a prior and superior lien upon the Property, and subject to all real estate ad valorem taxes which may be superior by law, and to have the Property sold, with appraisement, to satisfy the indebtedness, plus interest, attorney's fees and costs of this action. Furthermore, pursuant to the terms of the Note and Mortgage, Plaintiff JANEE R. CROSS f/k/a JANEE R. HICKS is entitled to reimbursement for any costs that she may advance for purposes of obtaining abstracts and paying delinquent taxes, and for the payment of insurance premiums, and Plaintiff requests leave of the Court to amend her Petition to include a prayer for such additional relief at the time of trial.

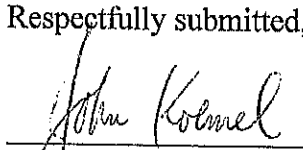
12. The Defendant ACCOUNT MANAGEMENT RESOURCES, LLC may claim some interest in or to the Property upon which foreclosure is sought due to that certain Statement of Judgment filed with the Payne County Clerk on December 7, 2015 at Book 2299, Page 118, against judgment debtor GREGORY D. ROARK. Said Defendant should be required to set forth any such claims and make strict proof thereof.

13. That Defendants CARLA MANNING, PAYNE COUNTY TREASURER, and the PAYNE COUNTY BOARD OF COMMISSIONERS may claim some right, title or interest by reason of personal property and ad valorem taxes due and owing in regard to the Property, and said Defendants should be required to set forth any such claims and make strict proof thereof.

WHEREFORE, PREMISES CONSIDERED, Plaintiff JANEE R. CROSS f/k/a JANEE R. HICKS prays that upon hearing this cause, that the Court enter judgment in her favor *in personam* against Defendants GREGORY D. ROARK and CAMILLE D. ROARK, for the full amount of the indebtedness under the Note executed in favor of Plaintiff, and further for all costs incurred or advanced by Plaintiff in connection with preservation and protection of the Property, and any and all attorney's fees and costs including advancement of any taxes, insurance premiums or similar type payments required to be made, and for reimbursement of abstracting expenses, gap and title searches, and for a fair and reasonable fee for the use and benefit of Plaintiff's attorney, and for all costs of this action, accrued and accruing; and further for judgment *in rem* against

each of them, and *in rem* against all Defendants to this action; and that all Defendants should be required to appear and set forth any right, title, claim or interest in and to the Property, and that upon the sale of the Property and confirmation of such sale that all parties herein, and each of them, and all persons claiming by, through and under them, since the commencement of this action be forever barred, foreclosed and enjoined from asserting any right, title, interest, estate or redemption in or to the Property, or any part thereof, and that the Mortgage held by Plaintiff be foreclosed and be declared to be a valid and superior lien upon the Property, and subject to any ad valorem taxes which may be due and which may be first and prior by statute, and that the amount of the Mortgage held by Plaintiff be declared in the amount set forth, and that the Property be ordered sold, with appraisement, as provided for in the Mortgage, the proceeds from said sale first to be applied to costs advanced, expenses and costs of Court, and second to be applied to the unpaid balance of the Mortgage held by Plaintiff, all subject to unpaid ad valorem taxes, if any, and that rights of any junior and inferior lienholders be extinguished, except as to any excess proceeds resulting from any sale to be held in this cause, and that the surplus, if any, be paid to the Court Clerk to abide by any further Order of this Court; and for such other and further relief to which Plaintiff may be justly entitled or that the Court may deem proper.

Respectfully submitted,



John E. Koemel, Jr., OBA #17659
KOEMEL LAW, PLLC
205 W. 7th Ave., Suite 101-B
Stillwater, OK 74074
Telephone: (405) 533-1885
JOHNKOEMEL@KOEMELLAW.COM
ATTORNEY FOR PLAINTIFF

VERIFICATION

STATE OF TEXAS)
) **SS.**
COUNTY OF WHEELER)

JANEE R. CROSS, formerly known as **JANEE R. HICKS,** after first being duly sworn and upon her oath states that she is the Plaintiff above named, that she has personal knowledge of the facts as set forth herein, and that she has read the foregoing Petition and knows the contents thereof, and that the facts stated therein are true and correct to the best of her knowledge and belief.

Janee R. Cross

JANEE R. CROSS F/K/A JANEE R. HICKS

Subscribed and sworn to before me this 19th day of April, 2016.

(SEAL)

TANYA HOBBS
Notary Public, State of Texas
Notary ID #553920-5
My Commission Expires 01-20-2019

Tanya Hobbs

Notary Public
Commission Expiration: 1-20-2019
Commission No.: 553920-5

PROMISSORY NOTE

$56,000.00 Date: August 15th 2013

FOR VALUE RECEIVED, the undersigned Maker (whether one or more) hereby promises to pay to the Order of **JANEE R. HICKS**, with a mailing address of 601 S. Washington #301, Stillwater OK 74074, or such other place as the holder hereof may from time to time designate in writing, the principal sum of Fifty Six Thousand Dollars and 00/100 Dollars ($56,000.00), together with interest thereon from the date hereof at Six percent (6.00%) per annum, until maturity, and all past due principal and interest shall bear interest from maturity or default at the rate of Eleven percent (11.00%) per annum, until paid.

The principal and interest accruing on this Note shall be due and payable in monthly installments of $735.92 each, commencing on October 1, 2013, and a like sum shall be due and payable on the same day in each succeeding month thereafter, until the whole of said indebtedness, together with interest thereon, shall be paid in full, on or before the September 1, 2021.

The Maker shall have the privilege to prepay the whole or any part of the indebtedness evidenced by this Note at any time without penalty, provided that interest at the time of prepayment is paid to the date of prepayment on the amount of principal prepaid.

The holder of this Note may collect a "late charge" of $25.00, if monthly payment is not made by the 5th day of each month, to cover the extra expense involved in handling delinquent payments, provided.

At the option of holder, the unpaid balance of this Note and all other obligations of Maker to holder, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable upon the occurrence or existence of any of the following events or conditions:

(a) Any payment required by this Note or by any other obligation of Maker to holder is not made within ten (10) days after due;

(b) Maker continues in default, following twenty (20) days written notice to cure, in performance of any covenant, obligation, warranty or provision contained in any agreement or in any instrument or document securing or relating to this Note or any other note or obligation of Maker to holder;

(c) The making of any levy against or seizure, garnishment or attachment of any collateral; and

(d) Failure by Maker to pay any indebtedness at maturity, or the occurrence of any event which results in acceleration of the maturity of indebtedness of Maker to holder under any promissory note, indenture, agreement or undertaking,

provided, however, should the holder, at its option, after default elect to proceed with a non-judicial foreclosure of the mortgage given as security for this Note, pursuant to the provisions of the Oklahoma Power of Sale Mortgage Foreclosure Act, as granted to holder in said mortgage, then in

EXHIBIT
A

that event, holder will give Maker the required statutory notice before acceleration of this Note.

It is understood and agreed that failure to pay this Note or any installment of interest and/or principal hereon when due, or failure to perform any other agreements set forth in the mortgage or other instruments securing the payment of this Note, and following the giving of the written notice hereinabove provided, if required, or the election by the holder of any option granted herein, shall, at the election of the holder hereof, mature the principal of this Note and all interest then accrued hereon and same shall at once become due and payable in its entirety, and subject to foreclosure proceedings.

If and as often as this Note is placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the mortgage securing this Note, the prevailing party shall be entitled to a reasonable attorneys fees.

The Maker expressly agrees jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this Note, or any change by way of release or surrender of any collateral and/or real estate held as security for this Note, and waives all and every kind of notice of such extension or extensions, change or changes, and agrees that the same may be made without the joinder of the Maker. Maker further agrees that the acceptance by holder of a delinquent payment or the failure of holder to exercise any option herein granted when available shall not constitute an estoppel to declare the full indebtedness due upon any further delinquency or available option to holder.

All Maker(s), endorsers, sureties and guarantors hereby waive presentment of this Note for payment, notice of nonpayment, protest, notice of protest, diligence or any notice of, or defense on account of, any extensions, renewals, or changes in any manner of or in this Note, or in any of its terms, provisions and covenants, or by delay, indulgence or other act of any holder of this Note.

This Note is secured by a purchase money mortgage of even date covering real estate situated in Payne County, Oklahoma.

GREGORY D. ROARK

CAMILLE D. ROARK

SW130813526\PMPN

②

I-2013-014630 Book 2121 Pg: 644
08/16/2013 2:19 pm Pg 0644-0649
Fee: $ 23.00 Doc: $ 0.00
Glenna Craig - Payne County Clerk
State of Oklahoma

TREASURER ENDORSEMENT
I hereby certify that I have received $ 56.00 and issued receipt No. 425 in payment of mortgage tax. Dated this 16 day of Aug 20 13
BONITA STADLER
County Treas., Payne County, Clerk
By [signature]
Deputy

After Recording Return to: TR
Community Escrow & Title Co.
623 S. Lewis
Stillwater, OK 74074

NOTICE: **"A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE."**

MORTGAGE

This Mortgage made this 15th day of August 2013, between **GREGORY D. ROARK and CAMILLE D. ROARK, husband and wife,** (the "Mortgagor", whether one or more) and **JANEE R. HICKS**, with a mailing address of 601 S. Washington #301 Stillwater OK 74074 (the "Mortgagee", whether one or more).

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of Fifty Six Thousand Dollars and 00/100 Dollars ($56,000.00), with interest thereon according to the terms of a certain Promissory Note (the "Note") bearing even date herewith and having a maturity date of on or before September 1, 2021.

NOW, THEREFORE, to secure to the Mortgagee the payment of the aforesaid indebtedness, with interest thereon, the payment of all other monies secured hereby or advanced hereunder, and the performance of the covenants and agreements herein contained, the Mortgagors does hereby grant, bargain, sell, convey and mortgage unto the Mortgagee and to her assigns the real property located in Payne County, State of Oklahoma, described as follows:

> A tract of land in the North Half (N/2) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Three (3) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Commencing at the Northwest Corner (NW/cor) of the North Half (N/2), Southeast Quarter (SE/4); THENCE South along the West line of the North Half (N/2) of the Southeast Quarter (SE/4) a distance of 775.00 feet; THENCE South 89° 48' 55" East, parallel with the North line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 2204.95 feet to the point of beginning; THENCE South, parallel with the West line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 544.95 feet to the South line of the North Half (N/2) of the Southeast Quarter (SE/4);

EXHIBIT
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THENCE South 89° 59' 36" East, along the South line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 210.00 feet; THENCE North, parallel with the West line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 544.30 feet; THENCE North 89° 48' 55" West, parallel with the North line of the North Half (N/2) of the Southeast Quarter (SE/4), a distance of 210.00 feet to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereof; all buildings and improvements now or hereafter constructed thereon; and all fixtures, equipment, machinery, apparatus and articles of personal property of every kind and character now owned or hereafter acquired by the Mortgagor and now or hereafter located in or used for the operation, maintenance and construction of the aforesaid buildings and improvements (all of which property is herein called the "Collateral"), which shall include, but not be limited to: (a) all signs, draperies, screens, awnings, storm windows and doors, window shades, cabinets, partitions, floor coverings, escalators, elevators and motors, ranges, refrigerators, boilers, tanks, furnaces, radiators and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning, laundry, cleaning, fire prevention, fire extinguishing, communications, water fountains, kitchen and incinerating equipment of whatsoever kind and character; (b) all of the right, title and interest of the Mortgagor in and to any items of personal property which may be subject to a title retention or security agreement superior in lien to the lien of this Mortgage; (c) proceeds and products thereof. The above described real estate, appurtenances, improvements and Collateral are hereinafter collectively called the "Mortgaged Premises" and are hereby declared to be subject to the lien of this Mortgage as security for the payment of the indebtedness herein described.

TO HAVE AND TO HOLD the Mortgaged Premises with all the rights, improvements and appurtenances thereunto belonging, or in anywise appertaining unto the Mortgagee, its successors and assigns, forever. The Mortgagor covenants that the Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Premises, that the Mortgagor has good right to sell, convey and mortgage the same, that the Mortgaged Premises are free and clear of all general and special taxes, liens, charges and encumbrances of every kind and character, and that the Mortgagor hereby warrants and will forever defend the title thereto against the claims of all persons whomsoever, and waive all homestead exemptions thereto.

1. Payment of Debt. If the Mortgagor shall pay the indebtedness herein described and shall in all things do and perform all other acts and agreements herein contained to be done, then in that event only, this Mortgage shall be and become null and void.

2. Maintenance; Waste. With respect to the Mortgaged Premises, the Mortgagor covenants and agrees: to keep the same in good condition and repair; to pay all general and special taxes and assessments and other charges that may be levied or assessed upon or against the same as they become due and payable and to furnish to the Mortgagee receipts showing payment of any such taxes and assessments, if demanded; to pay all debts for repair of improvements now existing or hereafter arising which may become liens upon or charges against the Mortgaged Premises; to comply with or cause to be complied with all requirements of any governmental authority relating

to the Mortgaged Premises; to promptly repair, restore, replace or rebuild any part of the Mortgaged Premises which may be damaged or destroyed by any casualty whatsoever, or which may be affected by any condemnation proceeding or exercise of eminent domain; and to promptly notify the Mortgagee of any damage to the Mortgaged Premises in excess of One Thousand and No/100 Dollars ($1,000.00). The Mortgagor further covenants and agrees that the Mortgagor will not: commit or suffer to be committed any waste of the Mortgaged Premises; initiate, join in or consent to any change in private restrictive covenants, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Mortgaged Premises or any part thereof which might take precedence over the lien of the Mortgage.

3. Insurance. The Mortgagor will effect and keep in force with a hazard insurance company, or companies, approved by the Mortgagee, such amount of insurance against loss by fire, tornado and lightning, and against such other casualty losses and as will be satisfactory to the Mortgagee, upon the Mortgaged Premises, and will keep the policy or policies therefor constantly in place with premiums paid in full, and naming the Mortgagee as an additional insured on said policies.

4. Alterations. No building or other property now or hereafter subject to the lien of this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such Collateral as from time to time may become worn or obsolete, provided that either: (a) simultaneously with or prior to such removal, any such Collateral shall be replaced with other Collateral of a value at least equal to that of the replaced Collateral and free from any title retention device, security agreement or other encumbrance, and by such removal or replacement, the Mortgagor shall be deemed to have subjected such Collateral to the lien of this Mortgage; or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Mortgagee to be applied to the last installments due on the indebtedness hereby secured, without any charge for prepayment.

5. Default; Remedies. Upon the failure of the Mortgagor to pay any of the taxes, assessments, debts, liens or other charges as the same become due and payable, or to insure the Mortgaged Premises or deliver the policies of insurance as herein provided, or to perform any of the Mortgagor's covenants and agreements herein, following the giving of the notice provided for in the Note secured hereby, if any, the Mortgagee is hereby authorized, at its option, to insure the Mortgaged Premises, or any part thereof, and pay the costs of such insurance, and to pay such taxes, assessments, debts, liens or other charges herein described, or any part thereof, and to remedy the Mortgagor's failure to perform hereunder and pay the costs associated therewith, and the Mortgagor hereby agrees to refund on demand all sum or sums so paid, with interest thereon at a rate of five percent (5%) in excess of the interest rate stated in the Note, whichever be greatest; and any such sum or sums so paid together with interest thereon shall become a part of the indebtedness hereby secured; provided, however, that the retention of a lien hereunder for any sum so paid shall not be a waiver of subrogation or substitution which the Mortgagee might otherwise have. In the event of the failure of the Mortgagor to pay any of the taxes, assessments, debts, liens or other charges herein described as the same become due and payable or to keep the Mortgaged Premises insured in the manner and time herein provided, or the failure to deliver renewal policies in the manner and time

herein provided, or if any installment of principal or interest is not paid at or within the time required by the terms of the Note, or in the case of the actual or threatened destruction, demolition, removal, condemnation or taking of all or any of the Mortgaged Premises, or the failure to do any of the things herein agreed to be done, or on the breach of any of the terms of the Note, this Mortgage or any other instrument securing or evidencing the indebtedness hereby secured, then, in any of such events, whether the Mortgagee has paid any of the taxes, liens or other charges, or procured the insurance, or remedied the Mortgagor's failure to perform, all as above mentioned, or not, the principal of the Note and all sums then hereby secured, without deduction, shall at the option of the Mortgagee, without notice, become due and payable, and the Mortgagee shall be entitled to foreclose this Mortgage, and shall be entitled to the possession of the Mortgaged Premises and the rents and profits thereof, and shall be entitled to have a receiver appointed to take possession of the Mortgaged Premises without notice, which notice the Mortgagor hereby waives, notwithstanding anything contained in this Mortgage or any law heretofore or hereafter enacted.

6. Expenses of Collection. It is agreed that if, and as often as, this Mortgage or the Note is placed in the hands of any attorney for collection, or to protect the priority or validity of this Mortgage, or to prosecute or defend any suit affecting the Mortgaged Premises, or to enforce or defend any of the Mortgagee's rights hereunder, the Mortgagor shall pay to the Mortgagee its reasonable attorney's fees, as provided for in the Note secured hereby, together with all Court costs, expenses for title examination, title insurance or other disbursements relating to the Mortgaged Premises, which sums shall be secured hereby.

7. Appraisement. Appraisement of the Mortgaged Premises is hereby expressly waived, or not, at the option of the Mortgagee, in the event of judicial foreclosure, such option to be exercised at the time judgment is rendered in any judicial foreclosure hereof, or at any time prior thereto.

8. Notice. Every provision for notice and demand or request shall be deemed fulfilled by written notice or request personally served on one or more of the persons who shall at the time hold the record title to the Mortgaged Premises, or on their heirs or assigns, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, theirs, or its address last known to Mortgagee.

9. No Waiver. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor. Neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the indebtedness now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of

the Mortgaged Premises and the Mortgagee extending, from time to time, the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of the Mortgagor or such other person, and in the latter event, the Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for such indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or this Mortgage without, as to the security for the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien. The holder of any subordinate lien shall have no right to terminate any lease affecting the Mortgaged Premises whether or not such lease be subordinate to this Mortgage. The Mortgagee may resort for the payment of indebtedness hereby secured to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

10. Cumulative Remedies. The rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the other. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

11. Bankruptcy. The entire indebtedness secured by this Mortgage shall become and immediately be due at the option of the Mortgagee if by order of a Court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor, or of all or any part of the Mortgaged Premises, shall be appointed and shall not have been discharged within sixty (60) days; or, if by decree of such Court, the Mortgagor shall be adjudicated a bankrupt or insolvent or the Mortgaged Premises shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof; or if the Mortgagor shall file a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy petition or insolvency law or shall consent to the filing of any bankruptcy petition against the Mortgagor under any such law; or if the Mortgagor shall file a petition or answer seeking reorganization or an arrangement with creditors; or if (without limitation of the generality of the foregoing), the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing an inability to pay debts generally as they become due, or shall consent to the appointment of a receiver, or trustee or liquidator of the Mortgagor, or of all or any part of the Mortgaged Premises.

12. Prohibited Acts. The Mortgagor will not sell, convey, contract to sell or otherwise transfer all or any part of the Mortgaged Premises, without Mortgagee's prior written consent. The occurrence of any of the aforesaid events without the Mortgagee's prior written approval, at the Mortgagee's option, shall constitute an event of default hereunder, and the Mortgagee may declare the indebtedness hereby secured immediately due and payable and exercise any or all of the Mortgagee's rights herein provided Mortgagee may, at its option, elect to waive its right to accelerate if, prior to the sale or transfer, Mortgagee and the party to whom the property is to be sold

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State of Oklahoma

or transferred reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, and that the interest payable on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and the said purchaser shall execute a written assumption agreement thereof accepted in writing by Mortgagee.

13. Late Charge. The Mortgagee may collect a late charge of The holder of this Note may collect a "late charge" of $25.00, if monthly payment is not made by the 5th day of each month, to cover the extra expense involved in handling delinquent payments, provided.

14. Governing Law. This Mortgage and the Note secured hereby were negotiated, executed and delivered in Stillwater, Payne County, Oklahoma, and the parties hereto agree that this Mortgage shall be construed according to the laws of the State of Oklahoma.

15. Power of Sale Provision. As a material part of the consideration of this Mortgage, Mortgagor does hereby confer and grant to Mortgagee in the event of a breach or default by Mortgagor in the performance of this Mortgage or the Note secured hereby, at the option of Mortgagee, the power to sell the real property covered by this Mortgage pursuant to the terms and provisions of the "Oklahoma Power of Sale Mortgage Foreclosure Act", and any subsequent amendments thereto, if any, hereafter referred to as "said Act". Any sale by Mortgagee pursuant to said Notice of Sale shall be held, advertised, conducted, continued, completed, closed, and the proceeds of said sale, if any, distributed in accordance with said Act.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

GREGORY D. ROARK

CAMILLE D. ROARK

STATE OF OKLAHOMA)
) SS:
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public in and for this State on this the 15th day of August 2013, personally appeared GREGORY D. ROARK and CAMILLE D. ROARK, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires:
SW130813526\MTG

SARAH KENNEDY NOTARY # 12011917 EXP. 12/21/16 PUBLIC STATE OF OKLAHOMA

VII F 1.

PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS
INGRESS AND EGRESS AGREEMENT

THE STATE OF OKLAHOMA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF **PAYNE** §

This Agreement is entered to be effective April 27, 2016 by and between Fairy M Lynd Memorial Revocable Living Trust/Donna Ward, Trustee 309 N Stallard, Stillwater, 74075 ("GRANTOR" herein) and the PAYNE COUNTY BOARD OF COMMISSIONERS ("GRANTEE" herein).

WITNESSETH:

WHEREAS, GRANTOR is the owner of property described as:
SE corner of SE 1/4 of Sect 25, T18N, R2E, NW corner of Jardot & 104th, 1/2 mile North & 1/2 mile West and also SW corner of SW 1/4 of Sect 30, T18N, R3E, NE corner of Jardot & 104th, 1/2 mile North & 1/2 mile East. Right of way and fence row clearing.

WHEREAS, GRANTOR and GRANTEE are desirous of creating and maintaining an area for easement purposes, under certain terms of **Terms of Agreement**:

1. Landowner grants the use of land described above for the purpose of temporary construction and access for construction.

2. This agreement will be effective until date of completion and acceptance of said project by the Board of County Commissioners, Payne County, Oklahoma.

IN WITNESS HEREOF, the parties have agreed on said terms of agreement.

STATE OF OKLAHOMA §
§
COUNTY OF §

This instrument was signed and attested before me 28 **day of** April **2016,**

by Donna L. Ward.
Landowner- Signature

Michelle D. Jardot
Notary Public SIGNATURE

MICHELLE D. JARDOT NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA PAYNE COUNTY

My Commission Expires: Aug 17, 2018 # 10006760

ATTEST:

BOARD OF COUNTY COMMISSIONERS
FOR THE COUNTY OF PAYNE, STATE OF OKLAHOMA

GLENNA CRAIG
PAYNE COUNTY CLERK

CHAIRMAN

VICE-CHAIRMAN

MEMBER

VII. F. 2.

PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS
INGRESS AND EGRESS AGREEMENT

THE STATE OF OKLAHOMA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Payne §

This Agreement is entered to be effective April 28th, ~~2015~~ 2016 by and between Fred W. Cawsley ("GRANTOR" herein) and the PAYNE COUNTY BOARD OF COMMISSIONERS ("GRANTEE" herein).

WITNESSETH:

WHEREAS, GRANTOR is the owner of property described as:
Township 18N R3E Sec 5 NW¼

WHEREAS, GRANTOR and GRANTEE are desirous of creating and maintaining an area for easement purposes, under certain terms of **Terms of Agreement**:

1. Landowner grants the use of land described above for the purpose of temporary construction and access for construction.

2. This agreement will be effective until date of completion and acceptance of said project by the Board of County Commissioners, Payne County, Oklahoma.

IN WITNESS HEREOF, the parties have agreed on said terms of agreement.

STATE OF OKLAHOMA §
§
COUNTY OF §

This instrument was signed and attested before me 28th **day of** April ~~2015~~ 2016,

by Fred W. Cawsley
Landowner- Signature

LEWELL KELLY BOWEN NOTARY # 13006475 EXP. 07/17/17 PUBLIC STATE OF OKLAHOMA

Lewell Kelly Bowen
Notary Public SIGNATURE

My Commission Expires: 7/17/17 # 13006475

ATTEST:

BOARD OF COUNTY COMMISSIONERS
FOR THE COUNTY OF PAYNE, STATE OF OKLAHOMA

GLENNA CRAIG
PAYNE COUNTY CLERK

CHAIRMAN

VICE-CHAIRMAN

MEMBER