

Payne County Board of Commissioners
Regular Meeting, July 11, 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 July 5, 2016
- IV. Miscellaneous items from the Audience (no action will be taken)
- V. Discussion and Possible Action on Bid Openings- 9:30 A.M.
 - A. Ingalls Fire Department Bid #2017-20 (300 Gallon Tanker/Pumper)
- VI. Discussion and Possible Action on Evaluations
- VII. Discussion and Possible Action on Reports from Officers and Boards
 - A. Financial Report from County Treasurer, Carla Manning
 - B. Resolution #2016-15 Multi-Jurisdictional Multi-Hazard Mitigation Plan
 - C. Resolution #2016-16 ACCO Self-Insure Group
 - D. Acknowledgment of Court Case No. CJ-2016-248
 - E. Acknowledgment of Court Case No. CJ-2016-249
 - F. Acknowledgment of Court Case No. CJ-2016-218
 - G. Western Plains Youth & Family Services, Inc. (Beckham Cty) Contract FY 2016/2017 \$39.35/day
 - H. Hillcrest Hospital Cushing Contract FY 2016/2017 PCHD
 - I. American Tower Lease Agreement
 - J. Request for Traffic Control Signs
 - K. Ingress and Egress Agreements
 - 1. OSU Board of Regents - D3
 - L. Removal of Equipment Items from Inventory
 - M. 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
 - 1. June 2016 3/8 Sales Tax, \$351,038.60 - County
 - 2. June 2016 - PCEE
 - 3. June 2016 - Sheriff \$18,974.90
- 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

PAYNE COUNTY
GLENN A CRAIG
COUNTY CLERK

2016 JUL - 11 P 3:40

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

The Payne County Board of County Commissioners met in a regular meeting of the board at 9:00 a.m. on **Tuesday July 5, 2016** at the Payne County Administration Building, Gloria Hesser Commissioner Meeting Room 200, located in Stillwater, Oklahoma.

Chairman called the meeting to order: at 9:00 a.m.

The following members were present: Chairman- Kent Bradley, District 3, Chris Reding- Commissioner District 2, Zach Cavett, District 1, Glenna Craig, County Clerk. Invocation by Kent Bradley and Flag Salute to our country by Dewey Clapp.

Approve minutes of the previous meeting of the board: Clerk's office presented minutes of the June 20th meeting. Motion by Cavett to approve the minutes of June 29, seconded by Reding. Roll Call Vote: Bradley-Yes, Reding-Abstain, Cavett-Yes.

Miscellaneous items from the audience: None presented at this time.

Discussion/Possible Action of Bid Openings-9:30 A.M: None

Discussion/Possible Action on Evaluations: None on this date.

Discussion/Possible Action on Reports from Officers and Board:

- **Town of Glencoe Street and Alley Agreement- FY 2016/2017:** Agreement presented by and between the City of Glencoe and the Payne County Commissioners. Annual agreement from July 1, 2016 to June 30, 2017, and renewable by the parties on a year-to-year basis thereafter. County agrees to supply labor and machinery for the routine maintenance of streets and alleys including patching, graveling and grading as designated maintenance. County will assist up to \$3000.00 in materials for road maintenance. Motion to approve agreement as presented by Cavett, seconded by Reding. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.
- **Town of Glencoe mutual cooperative agreement:** Reding presented the agreement. Reding stated the City of Glencoe has a project through the Payne County Economic Development for a walkway through the park. They are asking for assistance from the C.L.E.A.N. program to complete this project. Motion to approve the mutual cooperative agreement with the town of Glencoe by Cavett, seconded by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
- **City of Yale Street & Alley Agreement FY 2016/2017:** Agreement presented by and between the City of Yale and the Payne County Commissioners. Annual agreement from July 1, 2016 to June 30, 2017, and renewable by the parties on a year-to-year basis thereafter. County agrees to supply labor and machinery for the routine maintenance of streets and alleys including patching, graveling and grading as designated maintenance. County will assist up to \$3000.00 in materials for road maintenance. Motion to approve agreement as presented by Cavett, seconded by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.
- **Oklahoma Historical Society:** Bradley acknowledged receipt of notification to the Commission from the Oklahoma Historical Society that a house located at 155 Redwood Drive in Stillwater has been admitted to the registry. Motion to acknowledge document from the Oklahoma Historical Society by Cavett, seconded by Reding. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.
- **Payne County Ambulance Trust Authority Reappointment-Harland Wells:** Payne County Board of Commissioners re-appoint Harland Wells to the Payne County Ambulance Trust Authority for a term of 3 years, Mr. Wells has expressed an interest to accept re-appointment. Motion by Reding to approve letter appointing Harland Wells, seconded by Cavett. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
- **Change Order Expo Center Revise Electrical Circuiting:** Colin Campbell Director of the Expo Center and Joe Wilkerson of McFarland Architects presented a change order in three levels to the board for electrical work to be added to the existing project. Mr. Wilkerson and Campbell went into detail of the need, and where the work would be done on the project. Change order in the amount of 30,334.00. Motion to approve change order as presented by Cavett, seconded by Reding. Cavett-Yes, Bradley-Yes, Reding-Yes.

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

Annual Contract Approval and Renewals

1. A&M Storage Rental Agreement-FY 2016-2017 \$70/mo.
2. Alliance Maintenance Contract-FY 2016/2017 \$1975/mo
3. Ben Welch Landscape Care Contract-FY 2016/2017 \$15,000/max annual.
4. Central Lawn and Landscape Contract- FY 2016-2017 \$7,500/ max annual
5. Cushing Care Clinic Agreement-FY 2016/2017 Office Space/annual.
6. Falco Alarm Company of Stillwater, Inc. Agreement- FY 2016/2017 (4) \$54/qtr.; \$3,600/annual; \$54/qtr.; \$75/qtr.
7. Jeremy W. Huckabay Contract- FY 2016/2017 \$25/hr.
8. OSU Student Health Center Contract- FY 2016/2017 \$45/x-ray, not to exceed \$13,500 annual.
9. Otis Elevator Company-FY 2016/2017 Contract Extension.
10. Peak Pest Services, LLC Agreement- FY 2016-2017 (2) \$100/mo. each.
11. STC Business World, Inc. Agreement- FY 2016-2017 (5) 277.50/mo.; \$79.20/mo.; \$44/mo.; \$87/mo.; \$70.20/mo.
12. Stillwater Community Health Center Agreement-FY 2016/2017 Clinic Space/annual.
13. Anna Stuck Contract- FY 2016/2017 \$25/hr, not to exceed 400 hours.
14. Stillwater Medical Center Contract- FY 2016/2017 \$45/x-ray, not to exceed \$7,000/annual.
15. OSU Professional Services Agreement- FY 2016/2017 20 hrs. per week.

Motion to approve the annual contracts for the Payne County Health Department as presented upon approval of ADA, seconded by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.

- **ACCO SIG Renewal FY 2016/2017:** Property and Liability with ACCO. Bradley does not have a Resolution with a number at this meeting, will present next meeting. Motion by Reding to choose option one to make one payment, seconded by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.
- **Request for Traffic Control Signs:** None
- **Ingress and Egress Agreement:** None
- **Removal of Equipment items from Inventory:** None.
- **Appointment of Requisitioning and Receiving Officers:** None.

Discussion and Possible Action on Financials:

- **Cash Appropriations:** Craig presented cash appropriations as certified by the Payne County Treasurer.

	Alcoholic Bev. Tax	\$ 17,351.34
#2	Highway Cash	\$ 321,935.95
#3	Flood Plain	
#4	Visual Inspection	
#5	Board of Prisoners	\$ 12,722.00
#6	Resale Property	\$ 204.58
#7	Courthouse Tree Planting	\$ 43,940.96
#8	Health Department	\$ 316.39
#9	Sheriff Service Fee	\$ 45,631.01
#10	Gun Violence Prosecution	
#11	Mortgage Certification	\$ 49.13
#12	Revolving Encumbrance	\$ 1,315.00
#13	Mechanic Lien Fee	\$ 33.23
#14	Self-Insurance	\$ 4,928.50
#15	Sheriff Training	\$ 2,089.66
#16	Law Library	\$ 45,689.39
#17	Project Safe Neighborhood	
#18	Record Owner Resale	\$ 4,789.08
#21	Court Fund	\$ 41,114.28
#22	Fairboard Cash	
#23	Voca Grant	\$ 19,252.51
#24	Co-Assessors Fee	\$ 588.00
#25	Child Abuse Prevention	
#26	Sheriff's Commissary	\$ 6,576.28
#27	Un-apportioned Revenue	
#30	Jail Operations & Maintenance	\$ 117,041.77
#31	Grants	
#32	Protested Tax	
#33	Drug Task Force	
#36	Solid Waste	\$ 619.00
#39	Revolving Evidence	
#40	Capital Projects	
#41	Jail Limited Purpose Sales	\$ 2,081.75
		\$ 234,105.80

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

#44	Fairboard Premiums		
#45	Limited Purpose Sales Tax		
#46	County Bridge Improvements	\$ 87.31	
#47	Payne County Home Finance		
#48	Payne County Industrial Trust		
#49	Clerk R M & P	\$ 51.16	\$ 6,650.00
#50	Payne Co. Econ. Deve		\$ 50,000.00
#51	E 911 Wireless	\$ 89.49	\$ 38,513.97
#52	Facilities Authority	\$ 275.01	
#54	Rural Domestic Violence		
#55	Drug Court		\$ 2,951.38
#56	Courthouse Security		\$ 5,842.51
#57	Emergency Mang. Cash Fund		\$ 5,000.00
#58	LEPC		
#60	103 Monies		
#61	105 Monies		\$ 14,081.95
#62	Court Fund Salaries & Fringe		\$ 28,000.00
#63	Animal Control Strays		\$ 94.42
#64	Court Fund Trust		
#65	DA Seizure		
#66	C.L.E.A.N. Program		
#67	CDBG07 Lincoln Co RWD Grant		
#103	103 CBRI		
#801	Harrell Cemetery	\$ 4.44	

Motion to approve cash appropriations as presented by Cavett, seconded by Reding. Roll Call Vote: Reding-Yes, Cavett-yes, Bradley-Yes.

- **Transfer of Appropriations:** None presented at this time.
- **Purchase Orders: New:** The following Purchase Orders were presented; FY 2015-2016 \$183,654.91. 2015-2016 COUNTY GENERAL: 5133, MOORE MEDICAL CORP., 177.46, SUPPLIES; 5134, HOLLEYMAN GREG, 358.02, TRAVEL; 5135, CAVETT ZACHARY, 515.70, TRAVEL; 5136, PAYNE CO. DISTRICT 3, 38.07, DIESEL & FUEL; 5137, BRADLEY KENT, 83.16, TRAVEL; 5138, COWBOY COPY, 15.00, BUSINESS CARDS; 5139, BUNNEY ELECTRIC CO., INC., 247.50, LIGHT REPAIRS; 5140, MIDWEST PRINTERS, 746.52, BOOKS; 5141, BUNNEY ELECTRIC CO., INC., 55.00, ELETRICAL WORK; 5142, CENTRAL LAWN AND LANDSCAPE, 390.00, LAWN CARE; 5143, CUSHING CITIZEN, 470.22, JUNE BLANKET; 5144, GRIMSLEYS, INC., 306.07, JUNE BLANKET; 5145, CENTRAL LAWN AND LANDSCAPE, 1140.00, SERVICES; 5146, GRIMSLEYS, INC., 161.15, JANITORIAL SERVICES; 5147, PERKINS BUILDERS SUPPLY, INC., 21.45, SUPPLIES; 5148, STRANO ENTERPRISES LLC, 4200.00, TRANSPORT FIRETRUCK; 5149, AA PIPE & POST, 500.00, POLE; 5150, THYSSENKRUPP ELEVATOR, 200.00, SERVICE MAINTENANCE; 5151, THYSSENKRUPP ELEVATOR, 200.00, SERVICE MAINTENANCE; 5152, THYSSENKRUPP ELEVATOR, 200.00, SERVICE MAINTENANCE; 5153, UNIFIRST, 142.72, JUNE BLANKET; 5154, FLECK BEARING CO., INC., 54.60, MAY BLANKET; 5155, SHENOLD DEE DEE, 1339.57, TRAVEL; 5156, CUNDIFF CPA., STEVEN F., 5100.00, BUDGET PROCESS; 5157, A T & T, 231.41, UTILITY BILL; 5158, B & C BUSINESS PRODUCTS, INC., 1534.16, SUPPLIES; 5159, HOLLINGER METAL EDGE, 2486.53, SUPPLIES; 5160, ELECTION BOARD SPECIAL DEPOSITORY ACCOUNT, 950.00, RENTAL; 5161, MERRIFIELD OFFICE SUPPLY, 499.50, SUPPLIES; 5162, THE MEADOWS, 45.00, JUNE BLANKET; 5163, STILLWATER NEWSPRESS, 113.36, NEWSPRESS; 5164, MYDER FLEET SERVICES, 7171.35, REPAIRS; 5165, BRADSHAW LACIE, PAYNE COUNTY COURTHOUSE, 241.50, TRANSCRIPTION SERVICES; HIGHWAY CASH: 1816, CENTERPOINT ENERGY, 27.72, UTILITY BILL; 1817, QUAPAW CO., INC., 22989.74, ROAD ROCK; 1818, EAGLE PUMP AND SUPPLY, LLC., 364.96, MAY BLANKET; BOARD OF PRISONERS: 49, BOB BARKER COMPANY, INC., 649.92, CLOTHING; HEALTH DEPARTMENT: 544, BAJKO, EMILY, 28.08, TRAVEL; 545, BAJKO, EMILY, 57.24, TRAVEL; 546, FOX, JOYCE, 27.00, TRAVEL; 547, CITY OF CUSHING, 789.22, UTILITIES; 548, MELOY, CURTIS, 213.84, TRAVEL; 549, BLOOM, BARBARA J., 368.28, TRAVEL; 550, OKLA. STATE DEPT. OF HEALTH, 116666.67, PAYROLL; 551, HILLCREST HOSPITAL CUSHING, 90.00, JUNE BLANKET; 552, HILLCREST HOSPITAL CUSHING, 90.00, FEBRUARY BLANKET; 553, STILLWATER MEDICAL CENTER, 180.00, DECEMBER BLANKET; 554, STILLWATER MEDICAL CENTER, 90.00, MARCH BLANKET; 555, STILLWATER MEDICAL CENTER, 180.00, SEPTEMBER BLANKET; 556, STILLWATER MEDICAL CENTER, 90.00, JANUARY BLANKET; 557, STILLWATER MEDICAL CENTER, 90.00, APRIL BLANKET; 558, STILLWATER MEDICAL CENTER, 90.00, MAY BLANKET; 559, CENTERPOINT ENERGY, 33.37, UTILITY BILL; 560, SAVORY, TONIA, 30.24, TRAVEL; SHERIFF SERVICE FEE: 396, SWAFFORD TAMMY, 35.14, REIMBURSEMENT; 397, STILLWATER NEWSPRESS, 67.50, ADVERTISINGMERCHANDISE; SHERIFF TRAINING: 12, GLOBAL 7 TESTING SOLUTIONS, ATTN: TANA MOORE, 200.00, TRAINING; FAIRBOARD CASH: 319, VISIT STILLWATER, 950.00, WEBSITE; JAIL OPERATION & MAINTENANCE: 801, B & L HEATING & AIR, 2515.13, REPAIRS; SOLID WASTE: 55, OAKES SERVICE CENTER, 558.05, JUNE BLANKET; 56, ATWOOD DISTRIBUTING, L.P., 111.20, JUNE BLANKET; 57, NAPA AUTO PARTS, 280.80, JUNE BLANKET; 58, STILLWATER STEEL AND, 821.70, JUNE BLANKET; 59, KINNUNEN SALES & RENTALS, 177.34, JUNE BLANKET; 60, LOWE S COMPANIES, INC., 113.25, JUNE BLANKET;

EMERGENCY MANAGEMENT: 16, MYEMAPP.COM / OVC LLC, 4985.00, UPDATING;

- **Blanket:** Ripley Fire Department presented blanket purchase orders.
- **Tabled:** None.
- **Disallowed:** None.
- **Payroll/Longevity:** None.

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

Motion by Cavett to approve purchase orders upon signature, second by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.

Monthly Report of Officers: None presented at this time.

Discussion and Possible Action on

- **Telephone and Utility Permits:** None presented at this time.
- **Road Crossing:** The following road crossing permits were presented; D-1 #16-11 and #16-12. Permanent from Petroleum Land Services South LLC. Motion by Cavett to approve road crossing permits as presented, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

Public Announcements from the Board (no action will be taken): Bradley commended the candidates that all of the election signs have been removed. Bradley hoped everyone had a safe 4th of July. Reding commended the Emergency Management for the storms this weekend.

New Business: None.

Adjournment: Motion by Cavett to adjourn, second by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.

Minutes of the Board attested to

By _____
Glenna Craig, Payne County Clerk
Seal of office

Approved by the Board of Commissioners

On the ____ day of _____ 2016

Chairman _____

Commissioner _____

Commissioner _____

Resale Property Fund
Financial Statement

To the Board of County Commissioners:
Payne County, Oklahoma

In accordance with 68 O.S. § 3137, the following financial condition of the Resale Property Fund is submitted for your consideration and approval.

Cash balance	Financial Statement June 30, 2016	
Unapportioned items:		1,061,689.00
	Total Available:	<u>\$ 1,061,689.00</u>

Reserves for expenditures:	
Publications	96,000.00
Records, Supplies and Equipment	112,500.00
Salaries	349,705.00
Maintenance of unsold properties	9,600.00
Contingency for refunds	325,000.00
Other: _____	24,500.00

Total Reserves for Expenditures: \$ 917,305.00

Balance subject to apportionment as provided by statute: \$ 144,384.00

Witness my hand on this day: June 30, 2016

County Treasurer: Carla Memms

The above financial report of the reserves and balance subject to apportionment pertaining to the Resale Property Fund approved on this day: _____

The Board of County Commissioners

PAYNE COUNTY BOARD OF COMMISSIONERS

RESOLUTION #2016-15

A RESOLUTION ADOPTING THE PAYNE COUNTY MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION PLAN

WHEREAS, Payne County and its environs are subject to danger and damage from flooding, tornadoes, high winds, lightning, wildfire and other natural hazards;

WHEREAS, several different agencies, organizations and business have programs that can address these hazards or their impact, but there is an overriding need for a comprehensive, coordinated plan to assess the problems faced by the County and measures that are and can be brought to bear on them;

WHEREAS, Payne County would benefit from the development and adoption of a multi-hazard mitigation plan;

WHEREAS, the 2000 Stafford Act mandates that jurisdictions must have a multi-hazard mitigation plan before they can apply for funds from the Hazard Mitigation Grant Program and Pre-Disaster Mitigation Grant Program;

WHEREAS, Payne County was awarded a Hazard Mitigation Grant Program planning grant in the amount of \$72,831 and Payne County provided local funds and in-kind services to prepare a hazard mitigation plan for Payne County, the incorporated and unincorporated Cities and Towns, and the Public School Systems;

WHEREAS, the Board of County Commissioners of Payne County, after due and proper notice and hearing, has considered said Multi-Jurisdictional Multi-Hazard Mitigation Plan and has determined that it is in the best interest of the citizens of Payne County to approve such plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PAYNE COUNTY, OKLAHOMA:

Section 1: That the Payne County Multi-Jurisdictional Multi-Hazard Mitigation Plan, made a part of this resolution, together with any and all graphic representations referenced in this Multi-Hazard Mitigation Plan, are hereby approved;

Section 2: That upon its adoption, this plan is an amendment to and becomes part of the Payne County Comprehensive Plan;

Section 3: That copies of the Payne County Multi-Jurisdictional Multi-Hazard Mitigation Plan will be maintained in the Payne County Courthouse and the Payne County Public Library.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF PAYNE COUNTY, OKLAHOMA, THIS 11TH DAY OF JULY, 2016.

Kent Bradley, Chairman

Chris Reding, Vice-Chairman

Attest:

Zachary Cavett, Member

County Clerk

PAYNE COUNTY BOARD OF COMMISSIONERS

RESOLUTION #2016-16

RE: RESOLUTION TO EXECUTE THE AGREEMENT ESTABLISHING THE ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SELF-INSURED GROUP

Be it remembered that on the 5th day of July, 2016, at a regular meeting of the Board of County Commissioners of PAYNE County ("County"), the following RESOLUTION was presented, read and adopted.

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enables county governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage; and

WHEREAS, the Association of County Commissioners of Oklahoma Self-Insured Group ("ACCO-SIG") was created by its member counties *via* an Interlocal Agreement pursuant to the specific terms of 51 O.S. § 169 of The Governmental Tort Claims Act for the purpose of establishing a self-insured governmental risk pool for the Oklahoma counties; and

WHEREAS, ACCO-SIG is an agency and/or instrumentality of its member counties and is neither an insurance company nor subject to Oklahoma's laws governing and/or regulating insurance companies (*i.e.* Title 36); and

WHEREAS, the County, on behalf of itself, its agencies and its employees, desire to become a member of ACCO-SIG for the purpose of securing self-insurance and all services related thereto, including, but not limited to, risk management, loss prevention, claims adjustment, general advice and counsel; and

WHEREAS, the County finds that joining ACCO-SIG's membership is the best and most efficient way of securing these services.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County, that the County joins with other Oklahoma counties in creating the Association of County Commissioners of Oklahoma Self-Insured Group; and

BE IT FURTHER RESOLVED THAT the County hereby agrees: (1) to become a party to the Interlocal Agreement establishing ACCO-SIG (as revised and amended from time to time), and (2) to be subject to all documents governing ACCO-SIG (as revised and amended from time to time) for the purposes and in consideration of the mutual covenants contained herein; and

BE IT FINALLY RESOLVED THAT, by adoption and signing of this RESOLUTION, the County hereby executes the Interlocal Agreement establishing ACCO-SIG, and the County agrees to be bound by the provisions and terms of the Interlocal Agreement and the documents governing ACCO-SIG.

**BOARD OF COUNTY COMMISSIONERS
PAYNE COUNTY**

ATTEST:

County Clerk

Chairman

Member - Commissioner

Member - Commissioner

VII D.

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma
FILED

JUN 14 2016

By: LORI ALLEN, Court Clerk
Deputy

BRICE C. RAPER, TRUSTEE OF THE BRICE C. RAPER
LIVING TRUST UNDER DECLARATION OF TRUST DATED
January 27, 1997,

Plaintiff,

vs.

WESLEY R. BOBO; MICHELLE L. BOBO-ADEE; BOARD OF
COUNTY COMMISSIONERS OF PAYNE COUNTY OKLAHOMA;
CARLA MANNING, COUNTY TREASURER OF PAYNE COUNTY,
FARM CREDIT SERVICES OF EAST CENTRAL OKLAHOMA,
an Oklahoma corporation; and the UNKNOWN TENANTS, IF
ANY,

Defendants.

CJ-2016-248

SUMMONS

TO THE ABOVE NAMED DEFENDANT: Board of County Commissioners of Payne County,
Oklahoma

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 at the above address within twenty (20) days after
receipt of this Summons upon you, exclusive of the day of service. A copy of your answer must
be delivered or mailed to the attorney for the Plaintiff. Unless you answer the Petition within the
time stated judgment will be rendered against you with costs of the action.

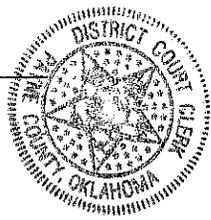
Issued this 14 day of June, 2016.

LORI ALLEN, COURT CLERK

Judith R. Huff

(SEAL)

By: _____
Deputy



ATTORNEYS FOR PLAINTIFF:
Houston, Osborn, Sexton & Thomas, PLLC
Micah D. Sexton Telephone: 405-377-7618
P.O. Box 1118 Fax: 405-377-8234
Stillwater, OK 74076

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.

Served on Chris Reding this 16th day of June
2016.

[Signature]

SHERIFF or DEPUTY; ATTORNEY;
PRIVATE PROCESS SERVER

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma
FILED

JUN 14 2016

By: LORI ALLEN, Court Clerk

BRICE C. RAPER, TRUSTEE OF THE BRICE C. RAPER
LIVING TRUST UNDER DECLARATION OF TRUST DATED
January 27, 1997,

Plaintiff,

vs.

WESLEY R. BOBO; MICHELLE L. BOBO-ADEE; BOARD OF
COUNTY COMMISSIONERS OF PAYNE COUNTY OKLAHOMA;
CARLA MANNING, COUNTY TREASURER OF PAYNE COUNTY,
FARM CREDIT SERVICES OF EAST CENTRAL OKLAHOMA,
an Oklahoma corporation; and the UNKNOWN TENANTS, IF
ANY,

Defendants.

CJ-2016- 248

PETITION

COMES NOW the Plaintiff, Brice C. Raper, Trustee of the Brice C. Raper Living Trust under Declaration of Trust Dated January 27, 1997 (hereinafter, the "Plaintiff"), and for his cause of action against the Defendants, alleges and states as follows:

1. The Defendant, Wesley R. Bobo, is a resident of Stillwater, Payne County, Oklahoma. The Defendant, Michelle L. Bobo-Adee, is a resident of Stillwater, Payne County, Oklahoma. The real property which is the subject of this foreclosure action is located in Stillwater, Payne County, Oklahoma. Venue of this action is proper pursuant to 12 O.S. §131.

2. On the 1st day of July, 2004, the Defendant, Wesley R. Bobo, made, executed and delivered to the Plaintiff a certain Promissory Note (the "Note") for the principal sum of \$50,000.00 with interest thereon at the 7.0% fixed, per annum, until paid. However, should the Note ever be in default, interest shall accrue at the rate of 12.0% until paid in full. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein by reference. The Note was due and payable in monthly installment

payments of \$387.65 beginning on August 1, 2004, and a like amount on the first day of each month thereafter, with a final payment being due on or before July 1, 2024.

3. Plaintiff further states that for the purpose of securing payment of the Note, the Defendant, Wesley R. Bobo, executed and delivered to the Plaintiff a mortgage (the "Mortgage") covering the following real estate, to-wit:

The Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section Twenty-nine (29), Township Nineteen (19) North, Range Five (5) East of the Indian Meridian, Payne County, State of Oklahoma (the "Real Property").

The said Mortgage was duly recorded in Book 1512 at Page 878 in the office of the County Clerk of Payne County, Oklahoma, on July 2, 2004. A true and correct copy of the Mortgage is attached hereto, labeled Exhibit "B" and incorporated herein by reference. At the time that Defendant Wesley R. Bobo signed and delivered the Note and Mortgage to Plaintiff, he was single and unmarried. Therefore, the Defendant Michelle Bobo-Adee took her interest in the Real Property subject to the Note and Mortgage.

4. The Defendant Wesley R. Bobo, agreed to comply with the terms of the Note and to make monthly installment payments of \$387.65 beginning on August 1, 2004, and a like amount on the first day of each month thereafter. Default has been made in the payment of the Note by virtue of Wesley R. Bobo's failure to make the monthly payments on January 1, 2016, and subsequent. The Note has been in default and is now in default, and Plaintiff has accelerated all amounts due on the Note, so that the full balance of the Note is now due and owing. Although requests have been made for payment of the Note, there remains due and unpaid upon said Note the principal sum of \$47,743.29 with accrued interest through June 11, 2016, of \$2,842.36 and daily interest of \$15.70 from June 11, 2016, until paid, and late fees of \$116.28. Plaintiff has declared the above balance immediately due and payable, and Plaintiff is entitled to collect a reasonable attorney's fee under the terms of the Note, which is also due and payable, together with interest on all amounts due and all costs of this action.

5. Plaintiff further states that by reason of the premises and by the default of the Defendant, Wesley R. Bobo, and his failure to timely pay the amounts above stated on the Note when due, Plaintiff is entitled to the foreclosure of the Mortgage covering the Real

Property and to have the same sold to satisfy said indebtedness, that at the election of Plaintiff the sale of said premises is to be with or without appraisalment and Plaintiff hereby elect that said sale be made with appraisalment.

6. The Defendant, Farm Credit Services of East Central Oklahoma, may claim some right, title, lien, claim, assessment or interest in and to the above described Real Property, pursuant to a mortgage filed in the Payne County Clerk's office in Book 1598 at Page 185 which has not been released of record. A true and correct copy of the Mortgage is attached hereto, labeled Exhibit "C" and incorporated herein by reference.

7. The Plaintiff signed a Subordination Agreement placing the mortgage held by Farm Credit Services of East Central Oklahoma as a first priority mortgage. A true and correct copy of the Subordination Agreement is filed in the Payne County Clerk's office in Book 1605 at Page 811. A true and correct copy of the Subordination Agreement is attached hereto, labeled Exhibit "D" and incorporated herein by reference. Therefore, Farm Credit Services' Mortgage is a first and prior mortgage lien on the Real Property at issue herein, and Plaintiff's Mortgage is a second priority mortgage lien, prior and superior to all other liens and encumbrances on the Real Property, but subordinate and inferior to Farm Credit Services' mortgage recited in paragraph 6 above.

8. Michelle L. Bobo-Adee may claim some right, title, lien, claim, assessment and interest in the Real Property because of her signature on the mortgage submitted to Farm Credit Services of East Central Oklahoma. However, any right, title, lien, claim, assessment or interest claimed by Michelle L. Bobo-Adee, if any, in the Real Property is junior and inferior to the mortgage lien of Plaintiff. Michelle L. Bobo-Adee should be summoned herein to set forth what interest, if any, she has in the Real Property.

9. The Board of County Commissioners of Payne County, Oklahoma, may claim some right, title, lien, claim, assessment and interest in the Real Property because of alleged unpaid assessments and/or taxes concerning the Real Property. However, any right, title, lien, claim, assessment or interest claimed by the Board of County Commissioners of Payne County, Oklahoma, if any, in the Real Property is junior and inferior to the mortgage lien of Plaintiff. The Board of County Commissioners of Payne

County, Oklahoma, should be summoned herein to set forth what interest, if any, it has in the Real Property.

10. Carla Manning, County Treasurer of Payne County, Oklahoma, may claim some right, title, lien, claim, assessment or interest in the Real Property because of alleged unpaid assessments and/or taxes concerning the Real Property. However, any right, title, lien, claim, assessment or interest claimed by Carla Manning, County Treasurer of Payne County, Oklahoma, if any, in the Real Property is junior and inferior to the mortgage lien of Plaintiff. Carla Manning, County Treasurer of Payne County, Oklahoma, should be summoned herein to set forth what interest, if any, she has in the Real Property.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Brice C. Raper, Trustee of the Brice C. Raper Living Trust under Declaration of Trust Dated January 22, 1997, prays judgment in personam and in rem against the Defendant, Wesley R. Bobo, and in rem only against Defendants Farm Credit Services of East Central Oklahoma; Michelle L. Bobo-Adee; Board of County Commissioners of Payne County, Oklahoma; and Carla Manning, County Treasurer of Payne County, Oklahoma, for the sums hereinbefore stated in paragraph 4 above with interest thereon at the rate and from the dates set out, and for all costs of this action including the Plaintiff' attorney fees, and for a further judgment adjudging:

That the Mortgage be foreclosed and the same be declared a valid lien upon the Real Property herein before described, and ordering the same sold to satisfy the judgment granted to the Plaintiff herein, and the proceeds therefrom applied first to the payment of unpaid ad valorem taxes, if any, due and owing upon the Real Property described in paragraph 3 above, and second to the payment of the costs herein, including a reasonable attorney's fee, and third to the payment and satisfaction of the note and mortgage held by Farm Credit Services of East Central Oklahoma as recited in paragraph 6 above, and fourth, to the claim and judgment of this Plaintiff, and that the surplus, if any, be paid into court to abide the further order of the Court.

That the right, title and interest of the Defendants as above set forth, as well as any other right, title and interest said Defendants, if any, ever had, now have, or claim to have, in and to said Real Property be determined and settled and be adjudged junior, inferior,

and subject to the Mortgage lien of this Plaintiff (other than the mortgage lien held by Farm Credit Services), and that the Defendants herein, and each of them, and all persons claiming by, through, or under them since the commencement of this action, be forever barred, foreclosed and enjoined from asserting or claiming any right, title or interest, estate or equity of redemption in or to said Real Property or any part thereof.

Respectfully submitted,

HOUSTON, OSBORN, SEXTON, & THOMAS PLLC

A handwritten signature in cursive script that reads "Micah D. Sexton". The signature is written in black ink and is positioned above the typed name and contact information.

Micah D. Sexton, OBA #13774

Scott K. Thomas, OBA #21842

Attorneys for Plaintiff

P.O. Box 1118

Stillwater, OK 74076-1118

(405) 377-7618 (voice)

(405) 377-8234 (facsimile)

PROMISSORY NOTE

Date: July 1, 2004

\$50,000.00

FOR VALUE RECEIVED, the undersigned Maker (whether one or more) hereby promises to pay to the Order of BRICE C. RAPER, Trustee Brice C. Raper Living Trust, dated January 22, 1997, at 5521 S. Riverside, Yale, OK 74085, or such other place as the holder hereof may from time to time designate in writing, the principal sum of Fifty Thousand Dollars (\$50,000.00), together with interest thereon from the date hereof at Seven percent (7.00%) per annum, until maturity, and all past due principal and interest shall bear interest from maturity or default at the rate of Twelve percent (12.00%) per annum, until paid.

The principal and interest accruing on this Note shall be due and payable in monthly installments of \$387.65 each, commencing on August 1, 2004, 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 July 1, 2024.

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" not to exceed five percent (5%) of each total payment of interest or principal and interest, as described herein, if made more than ten (10) days past due to cover the extra expense involved in handling delinquent payments, provided, however, that in no event shall the holder of this Note collect or have the right to collect an amount under this provision that would cause the interest rate of this Note to be greater than the maximum interest rate allowed by law.

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

EXHIBIT A

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

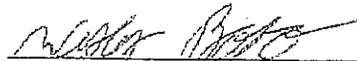
It is understood and agreed that failure to pay this Note or any installment of interest and/or principal hereon when due, or failure to perform any other agreements set forth in the mortgage or other instruments securing the payment of this Note, and following the giving of the written notice hereinabove 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.


WESLEY BOBO

1512 0878

I-2004-009778 07/02/2004 11:07 am
Book 1512 Page(s) 0878-0883
Fee: \$ 23.00 Doc: \$ 0.00
Sherri Schieffer - Payne County Clerk
State of Oklahoma

After Recording Return to:
Community Escrow & Title Co.
115 E. 8th Ave.
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."

THE SIGNER, ENDORSEMENT
I hereby certify that I have Received \$ 50,000.00
and issued receipt No. 256676 in
payment of mortgage tax. Dated this 2nd day of
July 2004
BONITA STADLER
County Treas., Payne County, Okla.
Deputy

MORTGAGE

This Mortgage made this 1st day of July 2004, between WESLEY BOBO, a single person, (the "Mortgagor", whether one or more) and BRICE C. RAPER, Trustee Brice C. Raper Living Trust, dated January 22, 1997, at 5521 S. Riverside, Yale, OK 74085 (the "Mortgagee", whether one or more).

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of Fifty Thousand Dollars (\$50,000.00), 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 July 1, 2024.

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 Mortgagor does hereby grant, bargain, sell, convey and mortgage unto the Mortgagee and to his successors and/or assigns the real property located in Payne County, State of Oklahoma, described as follows:

Surface and surface only, in and to:

The Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section Twenty-nine (29), Township Nineteen (19) North, Range Five (5) East of the Indian Meridian, Payne County, State of Oklahoma.

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

EXHIBIT B

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 fire 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 as may be required 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.

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. ~~Appraisalment~~. Appraisalment 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 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 five percent (5%) of each monthly payment of principal and/or interest not received within ten (10) days after its due date for the purpose of deferring additional costs and expenses of collection.

14. Governing Law. This Mortgage and the Note secured hereby were negotiated, executed and delivered in Oklahoma City, Oklahoma 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

1512 0888

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".

In case of breach or default by Mortgagor, as determined by the terms of this Mortgage, before Mortgagee may use said breach or default as a basis to foreclose this Mortgage by power of sale, Mortgagee shall give to Mortgagor the written statutory Notice of Mortgagee's intention to foreclose by power of sale in the form and manner prescribed and required by the terms and provisions of said Act.

Should Mortgagor fail and neglect to cure said breach or default pursuant to said above Notice, Mortgagee may accelerate the debt secured by this Mortgage and proceed to give the statutory Notice of Sale in the form and manner prescribed and required by said Act, in order to sell the real property covered by this Mortgage under the power of sale granted herein.

If Mortgagee invokes the power of sale, Mortgagee shall mail a copy of a notice of sale to Mortgagor at Mortgagor's last known address. Mortgagee shall publish the notice of sale and the property shall be sold in the manner prescribed by applicable law. Mortgagee or Mortgagee's designee may purchase the property at any sale. The proceeds of the sale shall be applied in the following order: (i) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees; (ii) to all sums secured by this Mortgage; and (iii) the excess, if any, to the person or persons legally entitled thereto.

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.

Wesley Bobo
WESLEY BOBO

STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public in and for this State on this 1 day of July 2004, personally appeared WESLEY BOBO, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Shirley J. Schmitt
NOTARY PUBLIC

My Commission Expires: 8/8/2004
21ABO30M/TG

Return to:
 Farm Credit
 P.O. Box 419
 Stillwater, OK 74074
 1597 0314

1-2006-014515 09/20/2005 3:45 pm
 Book 1598 Page(s) 0185-0188
 Fee: \$ 19.00 Doc: \$ 0.00
 Sherril Schaeffer - Payne County Clerk
 State of Oklahoma

WESLEY R BOBO



Farm Credit

MORTGAGE AND SECURITY AGREEMENT
 (With Future Advance Clause)

1-2006-014286 09/16/2005 3:40 pm
 Book 1597 Page(s) 0314-0317
 Fee: \$ 19.00 Doc: \$ 0.00
 Sherril Schaeffer - Payne County Clerk
 State of Oklahoma

Loan No. **2525087**

DATE.
 THIS MORTGAGE is made on this 11th day of August, 2005

PARTIES.
 The parties to this mortgage are:
 WESLEY R. BOBO AND MICHELLE L. BOBO-ADEE, HUSBAND AND WIFE

TREASURER ENDORSEMENT
 I hereby certify that I have Received \$ 2000.00 and issued receipt No. 60880 in payment of mortgage tax. Dated this 19th day of August, 2005.
 BONITA STADLER
 County Treas., Payne County, Okla.
 By Sherril Schaeffer
 CLERK

1598
 0185

hereafter called MORTGAGOR, whether one or more, and Farm Credit Services of East Central Oklahoma, FLCA (MORTGAGEE),
623 S WESTERN, STILLWATER, OK 74074-4124

PROPERTY MORTGAGED.
 MORTGAGOR, in consideration of money loaned, as described in this instrument, by the MORTGAGEE, does by this instrument mortgage to the MORTGAGEE all of the following real estate situated in the County of Payne and State of Oklahoma described as follows:

THE SOUTHEAST QUARTER NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE INDIAN MERIDIAN.

TOGETHER WITH A SECURITY INTEREST IN THE 1999 CHAM MOBILE HOME BODY TYPE RT, MODEL #1680, TITLE #601805138006, VEHICLE ID #059921704235, LOCATED ON THE LAND DESCRIBED ABOVE, INCLUDING ALL FUTURE ADDITONS THERETO, REPLACEMENTS THEREOF OR SUBSTITUTIONS THEREFORE.

FARM CREDIT IS EXEMPT FROM MORTGAGE TAX.



Containing 40 acres, more or less.

Subject to existing easements, rights of way, and mineral interests or mineral leases owned by third parties under valid reservations or conveyances now of record; but including the following property, whether or not owned by MORTGAGOR on the date of this mortgage or acquired by MORTGAGOR after the date of this mortgage, or whether now or hereafter located on or appurtenant to the real estate described above:

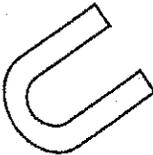
All improvements of any kind and character; all equipment and fixtures; all easements, rights of way and reversionary rights; all privileges, hereditaments and appurtenances; all water, irrigation and drainage rights; and all abstracts or other evidence of title;

all of which shall be considered a part of the property securing the repayment of the loan described in this instrument.

AMOUNT AND TERMS.

The MORTGAGOR has made a promissory note payable to the order of MORTGAGEE. The promissory note is dated 8/31/2005. The mortgage secures to the MORTGAGEE the payment of \$ 29,500.00 of the original principal sum and is payable with interest as shown on the promissory note and if not sooner paid, shall be due and payable in full on 10/1/2025 subject to extensions thereof. The promissory note states the interest rate on the principal sum, and may also provide for future changes in the interest rate. The principal sum consists of the original principal sum and substitutions and renewals thereof, and may consist of additional principal advances not to exceed \$ 0.00, as evidenced by the MORTGAGOR's notes and bearing interest as provided in said notes. The mortgage secures the repayment of the principal sum with interest, and any additional indebtedness arising under the terms and conditions of this mortgage.

EXHIBIT C



1598 0186

1597 0305

PROMISES BY MORTGAGOR.
MORTGAGOR promises as follows:

1. **TITLE.** To be the owner of fee simple title to the real estate described above, and to be the owner of unconditional title to all other property which secures repayment of this mortgage; to have a good right to mortgage said property; that all property is free and clear of all liens and encumbrances; and to guarantee and defend title to all property which is the subject of this mortgage against the lawful claims or demands of all persons not parties to this agreement, except (attach schedule, if applicable).
2. **USE OF LOAN PROCEEDS.** To use the proceeds from the loan secured by this mortgage solely for the purposes stated by MORTGAGOR in MORTGAGOR'S loan application.
3. **PAYMENT.** To pay when due all payments as set out in the note secured by this mortgage.
4. **TAXES AND ASSESSMENTS.** To pay when due all taxes and assessments lawfully levied or assessed against the property mortgaged by this instrument, and also to pay all lawful claims, liens, judgments or encumbrances which may be or become prior to this mortgage.
5. **INSURANCE AND ITS PROCEEDS.** To insure the buildings and improvements now on, or which may be placed on, the real estate described above, and to keep such buildings and improvements insured against such hazards and in such amounts as the MORTGAGEE may require. The policy of insurance shall contain a loss-payable clause in favor of the MORTGAGEE, as its interest may appear. If there is a loss, and if the payments on the note secured by this mortgage are current and if there is no violation of the terms of this mortgage by MORTGAGOR, any sums received by the MORTGAGEE for loss under the policy may be used to pay for reconstruction of the destroyed buildings or improvements; if not so applied, or if there is a violation of the terms of this mortgage by MORTGAGOR, then, at the MORTGAGEE'S option, any sums received by the MORTGAGEE may be applied in payment of matured debt, or as extra payments on unmatured debt in the manner provided for in the promissory note secured by this mortgage.
6. **COMPLIANCE WITH LAWS; REPAIR, WASTE, REMOVAL.** To comply with all laws, ordinances, regulations, covenants, conditions and restrictions which affect the security; to keep the security in good condition and repair at all times; not to commit or permit waste of, or nuisance on, the security, nor to permit unreasonable depreciation of the physical condition or value of the security through erosion, insufficient water supply, inadequate or improper drainage or irrigation, or any other cause; or, unless written consent of the MORTGAGEE is first obtained, not to cut or remove, or permit the cutting or removal of, growing timber, except for domestic purposes; nor to remove or permit removal of any improvements, except for appropriate replacement.
7. **REIMBURSEMENT OF COSTS AND EXPENSES TO MORTGAGEE.** To promptly reimburse the MORTGAGEE for all costs and expenses which the MORTGAGEE may incur in any suit to foreclose this mortgage, or in any suit in which the MORTGAGEE may be obliged to defend or perfect its lien under bankruptcy laws or other laws, or any of the other rights it may have under this mortgage, including all abstract fees, all court costs, a reasonable attorney's fee where allowed by law, and all other expenses. Any expenses so incurred by the MORTGAGEE shall be secured by this mortgage and may be included in any decree of foreclosure, and may be added as advances to the loan balance when paid, as provided in the section labeled "ADVANCES" below.
8. **LIFE AND/OR DISABILITY INSURANCE; APPLICATION OF PROCEEDS.** To obtain and maintain life and/or disability insurance in such amount as the MORTGAGEE may require in its loan commitment or in any later loan servicing agreement between MORTGAGOR and MORTGAGEE. The insurance policy will provide that all insurance proceeds are to be fully payable to the MORTGAGEE. All such proceeds shall be applied, first, to the payment of any matured indebtedness due the MORTGAGEE, and, secondly, toward payment of the unmatured principal amount due the MORTGAGEE. Any insurance proceeds remaining after full satisfaction of the MORTGAGEE'S debt shall be forwarded to such person as MORTGAGOR may have designated in the insurance policy, or, if a person is not designated, to MORTGAGOR or to MORTGAGOR'S successors in interest, and the MORTGAGEE shall be held harmless in, and incur no liability for so doing.

ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, COVENANTS, AND INDEMNITIES.

With respect to the property, Mortgagor has complied, is in compliance, and will at all times comply in all respects with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments, or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water and air pollution, composition of product, underground storage tanks, toxic substances, hazardous wastes, hazardous substances, hazardous materials, waste or used oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

1. **RIGHT OF INSPECTION.** The Mortgagor hereby grants, and will cause any tenants to grant, to Mortgagee, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Property and facilities thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Property thereon, as the Mortgagee, in its sole discretion, determines is necessary to protect its security interest, provided however, that under no circumstances shall the Mortgagee be obligated to perform such inspections or tests.
2. **INDEMNITY.** Mortgagor agrees to indemnify and hold Mortgagee, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and expenses, including all attorneys fees and expenses incurred by Mortgagee in enforcing this indemnity), arising directly or indirectly, in whole or in part, out of any failure of Mortgagor to comply with the environmental representations, warranties and covenants contained herein.
3. **CONTINUATION OF REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES.** Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation, the satisfaction of the promissory note secured hereby, the reconveyance or foreclosure of this mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the property.

1598 0187

1597 0316

ASSIGNMENT OF MINERAL INCOME AND DAMAGES.

To provide for payment of the debt secured by this mortgage, MORTGAGOR hereby assigns to the MORTGAGEE all sums of money which are now due or hereafter may become due to MORTGAGOR for claims, injury or damage to the security from any cause, and also all sums which are now due or hereafter may become due to MORTGAGOR as rents, royalties, bonuses or delay rentals under any oil, gas or other mineral lease now existing, or hereafter entered into by MORTGAGOR on the real estate described above. To assign payment of these sums to the MORTGAGEE, MORTGAGOR agrees to execute and deliver to the MORTGAGEE any further instruments which the MORTGAGEE may require. At the MORTGAGEE'S option, sums paid to it by virtue of this assignment may be released by the MORTGAGEE to MORTGAGOR, and release of any such sums shall not prevent the MORTGAGEE from receiving payment of any other sums under this assignment. If not released by the MORTGAGEE to MORTGAGOR, such sums may be applied to pay any matured debt owing to the MORTGAGEE, or, if no matured debt exists, such sums may be applied as advance payment of principal, according to the provisions of the promissory note described above. Release of this mortgage of record shall automatically terminate the MORTGAGEE'S right to receive any further sums under this assignment.

WATER RIGHTS.

The MORTGAGOR shall abide by all the statutes, rules, and regulations of any and all state and local authorities having jurisdiction over the use and distribution of water or water resources, and further covenants and agrees not to transfer, sell or assign or relinquish the water rights now held or hereafter acquired covering the above described property without the written consent of the MORTGAGEE.

ADVANCES.

In the event MORTGAGOR does not pay when due any costs incurred for abstracting, surveys, title curative work and recording fees which are to be paid by MORTGAGOR as provided for in the application or commitment for this loan, or in the event MORTGAGOR does not pay when due any taxes, or lawful liens, judgments, assessments or other charges which MORTGAGOR promises by the terms of this mortgage to pay, or in the event MORTGAGOR does not maintain the insurance as provided for in this mortgage, the MORTGAGEE may make such payments or provide such insurance, and each payment which the MORTGAGEE makes on any of these items shall become a part of the debt secured by this mortgage and be added onto MORTGAGOR'S loan; however, any sum so paid by the MORTGAGEE shall immediately be payable by MORTGAGOR and shall bear interest from the date the MORTGAGEE advances such sums until the date MORTGAGOR pays them, as provided for in the promissory note described above. The MORTGAGEE shall be the sole judge of the legality, necessity or propriety of making any such payment or providing any such insurance, and shall be held harmless in, and incur no liability for so doing.

SECURITY AGREEMENT.

In the absence of a separate security agreement entered into by MORTGAGOR and MORTGAGEE, this mortgage shall constitute and shall be a security agreement pursuant to the Uniform Commercial Code with respect to any goods, fixtures, equipment, appliances or articles of personal property specified above or described in a separate schedule attached hereto (hereinafter collectively referred to in this paragraph as "personal property") which are a part of the Property and which, under applicable law, are or may be subject to a security interest pursuant to the Uniform Commercial Code, and MORTGAGOR hereby grants MORTGAGEE a security interest in said personal property. MORTGAGOR authorizes MORTGAGEE to file Uniform Commercial Code financing statements covering said personal property in such form as MORTGAGEE may require to perfect its security interest therein. Upon MORTGAGOR'S breach of any covenant or agreement contained in this mortgage, including but not limited to MORTGAGOR'S covenants to pay when due all sums secured by the mortgage, MORTGAGEE shall have all the remedies of a secured party under the Uniform Commercial Code and, at MORTGAGEE'S option, may also invoke the remedies provided in this mortgage with respect to the personal property secured hereby.

BREACH OF PROMISES IN THIS AGREEMENT; ACCELERATION OF DEBT.

In the event MORTGAGOR does not comply with any of the promises contained in this mortgage, or does not do any of the acts which MORTGAGOR agrees to do under the terms of this mortgage, or in the event MORTGAGOR makes an assignment for the benefit of his creditors, or if a petition for or appointment of a receiver or trustee to take charge of the MORTGAGOR'S property occurs, or if any proceedings are commenced which might result in loss or reduction of the uses and enjoyment of the security for this loan, or if at any time the MORTGAGEE shall deem itself insecure, then the MORTGAGEE may declare a default and the debt secured by this mortgage shall immediately become fully due and payable and bear interest as provided for in the promissory note described above and this mortgage shall become immediately subject to foreclosure. The MORTGAGEE may, however, at its sole option and without notice, waive such acceleration, but no waiver shall prevent the MORTGAGEE from again accelerating the debt based on a later breach of the promises contained in this mortgage.

CHANGE OF OWNERSHIP.

In the event of a change of ownership of the property securing this loan, the MORTGAGEE may declare a default and the debt secured by this mortgage shall become immediately due and payable and bear interest as provided for in the promissory note described above and this mortgage shall become immediately subject to foreclosure unless the MORTGAGEE has given its written consent before such change, or unless the change was the direct result of the death of MORTGAGOR. "Change of Ownership" means a voluntary or involuntary transfer of title to the security, or any part of it or interest in it, and includes any change in the entity structure, control, operation or ownership which would make MORTGAGOR ineligible to borrow from the MORTGAGEE. Regardless of whether a change of ownership appears as a matter of public record, the MORTGAGEE will have 60 days from the date of receiving a written notice of change of ownership to accelerate the debt and if the MORTGAGEE does not do so within this 60 days its right to accelerate the debt shall expire.

RIGHT TO ENTER UNOCCUPIED PREMISES IN TIME OF EMERGENCY AND MAKE REPAIRS; ADVANCES FOR REPAIR.

If this mortgage is subject to foreclosure, and if the property mortgaged herein reasonably appears unoccupied to the MORTGAGEE, and if the MORTGAGEE determines that an emergency exists, the MORTGAGEE may go on the property for the sole purpose of repairing, preserving or protecting its security without becoming a mortgagee-in-possession. Any advances made for these purposes shall become a part of the debt secured by this mortgage, and shall become immediately due and payable in the same way as other advances are dealt with, above. The MORTGAGEE shall be held harmless in, and incur no liability for doing the things provided for in this paragraph, and shall be the sole judge of the necessity or propriety of so doing.

CONDEMNATION OR CONVEYANCE IN LIEU OF CONDEMNATION.

The proceeds of any award, compensation or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property mortgaged herein, or any part of it, or for a conveyance in lieu of condemnation, are hereby assigned and shall be paid to the MORTGAGEE. Any money so received may, at the option of the MORTGAGEE, be applied, in part or in total, on the debt secured by this mortgage, whether due or not, and any money not so applied will be returned to MORTGAGOR.

U
N
LOAN NUMBER 2525087

1605 0811

SUBORDINATION AGREEMENT - INDIVIDUAL
FARM CREDIT

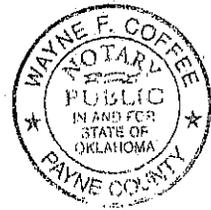
1-2005-016679 11/01/2005 11:30 am
Book 1605 Page(s) 0811-0811
Fee: \$ 13.00 Doc: \$ 0.00
Sherri Schlieffer - Payne County Clerk
State of Oklahoma

WHEREAS, the undersigned is/are owner(s) of a mortgage dated July 1, 2004, recorded in Book 1512, Page 878-883, of the records of Payne County, Oklahoma, securing a debt in the original amount of \$50,000.00, and covering:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE INDIAN MERIDIAN.

WHEREAS, WESLEY R. BOBO AND MICHELLE L. BOBO-ADEE, HUSBAND AND WIFE have/has applied to Farm Credit Services of East Central Oklahoma, FLCA, hereinafter referred to as First Mortgagee, for a loan of \$39,500.00, and have/has executed a mortgage dated AUGUST 31, 2005, to said First Mortgagee covering all or a part of said property and securing a note of like amount, which mortgage is recorded in Book 1597, Page 0314, of the records of said County and State.

NOW, THEREFORE, the undersigned, to induce said First Mortgagee to complete its loan, does subordinate all rights created by the mortgage to the undersigned, to the lien of the mortgage to said First Mortgagee and agrees that the said mortgage to First Mortgagee shall constitute a first and prior lien upon the property described to the same extent as though it were actually executed and recorded prior to the mortgage of the undersigned.



Brice C. Raper
BRICE C. RAPER, AS INDIVIDUAL
Brice C. Raper
BRICE C. RAPER, AS TRUSTEE OF THE
BRICE C. RAPER TRUST DATED
JANUARY 22, 1997



STATE OF OKLAHOMA)
COUNTY OF PAYNE)

ACKNOWLEDGMENT

)
) SS.
)

This instrument was acknowledged before me this 25 day of Oct 2005, by BRICE C. RAPER, AS INDIVIDUAL AND BRICE C. RAPER, AS TRUSTEE OF THE BRICE C. RAPER TRUST DATED JANUARY 22, 1997.

Wayne F. Coffee
Notary Public
02018299
Commission Number

My Commission Expires: 12-6-06

RETURN TO: FARM CREDIT
623 S. WESTERN RD
STILLWATER, OKLAHOMA 74074

EXHIBIT D

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma
FILED

JUN 14 2016

By: LORI ALLEN, Court Clerk
Deputy

PATTI LYNN BRYANT, as attorney in fact for MARY)
CALDWELL, individually, and MARY CALDWELL,)
AS TRUSTEE OF THE CALDWELL TRUST DATED)
FEBRUARY 21, 1992 AS AMENDED ON THE 16TH)
DAY OF JULY, 2010,)

Plaintiffs,)

v.)

Case No. CJ-2016-249

MAE ELIZABETH CALDWELL, deceased, and the)
unknown heirs, executors, administrators, devisees,)
legatees, trustees and assigns, immediate and)
remote of MAE ELIZABETH CALDWELL; LOUIS)
BINION CALDWELL, deceased, and the unknown)
heirs, executors, administrators, devisees, legatees,)
trustees and assigns, immediate and remote of)
LOUIS BINION CALDWELL; JACK EUGENE)
CALDWELL, deceased, and the unknown heirs,)
executors, administrators, devisees, legatees,)
trustees and assigns, immediate and remote of)
JACK EUGENE CALDWELL; EVELYN M.)
CALDWELL, if living, or if deceased, the unknown)
heirs, executors, administrators, devisees, legatees,)
trustees and assigns, immediate and remote of)
EVELYN M. CALDWELL; BOARD OF COUNTY)
COMMISSIONERS OF PAYNE COUNTY,)
OKLAHOMA; and CARLA MANNING, COUNTY)
TREASURER OF PAYNE COUNTY, OKLAHOMA,)

Defendants.)

PETITION TO QUIET TITLE TO REAL PROPERTY

COMES NOW, Patti Lynn Bryant, as attorney in fact for Mary Caldwell, individually, and Mary Caldwell, as Trustee of the Caldwell Trust Dated February 21, 1992, as Amended on the 16th Day of July, 2010, (hereinafter, the "Plaintiffs"), and for their cause of action against the Defendants hereinabove named, alleges and states:

1. Mary Caldwell, individually, and/or Mary Caldwell, as Trustee of the Caldwell Trust Dated February 21, 1992, as Amended on the 16th Day of July, 2010, are the owners of the following described real property located in Payne County, Oklahoma, to-wit:

The Southeast Quarter (SE/4) of Section Ten (10), Township Eighteen (18) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, less and except three tracts of land as follows: **Tract #1**: a 3 acre tract of land described as beginning at a point 303 feet East of the SW/corner of the W/2 of the SE/4 of said Section 10; Thence East 132 feet; Thence North 495 feet; Thence West 132 feet; Thence South 495 feet to the point of beginning; and **Trace #2**: an 8.1 acre tract of land described as beginning at the Southwest corner of the SE/4 of said Section 10; thence North 00°03'47" West along the West line of the SE/4 of said Section 10 a distance of 1166.14 feet; thence South 89°48'58" East a distance of 303.00 feet; thence South 00°03'47" East a distance of 1166.14 feet to a point on the South line of the SE/4 of said Section 10; thence North 89°48'58" West along the South line of the SE/4 of said Section 10 a distance of 303.00 feet to the point of beginning; and **Tract #3**: The East 30 acres of the West 60 acres of the E/2 SE/4 of Section Ten (10), Township Eighteen (18) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, including an undivided ½ mineral interest therein (hereinafter, the "Real Property").

2. In addition to the surface of the Real Property described in paragraph 1 above, Mary Caldwell, as Trustee of the Caldwell Trust Dated February 21, 1992, as Amended on the 16th Day of July, 2010, owns an undivided ½ mineral interest underlying the Real Property, **including Tract #1**, as described in paragraph 1 above, but subject to the term mineral interests described in paragraphs 4 and 5 below.

Mary Caldwell obtained her interest in the surface and minerals as set forth below.

3. On October 4, 1947, Mae Elizabeth Caldwell and S.C. Caldwell, the mother-in-law and father-in law of Mary Caldwell, obtain all of the surface and one-half of the minerals in and to the SE/4 of Section 10, Township 18 North, Range Two East of the I.M., Payne County, Oklahoma, pursuant to a **Joint Tenancy** Warranty Deed from Zenas E.

Axtell and Maggie M. Axtell, husband and wife, to Mae Elizabeth Caldwell and S.C. Caldwell, wife and husband. The October 4, 1947, Joint Tenancy Warranty Deed was filed in the records of the Payne County Clerk's office in Book 140 DR at Page 536 on August 22, 1950.

4. On or about September 21, 1951, Mae Elizabeth Caldwell and S.C. Caldwell, wife and husband, executed and delivered a Participating Mineral Deed, Limited Term, to Wyche B. Murphy conveying an undivided 1/16th interest in the oil, gas and other minerals underlying the SE/4 10-T18N-R2E, Payne County, Oklahoma, for a term of 25 years, and so long thereafter as oil, gas and other minerals are produced from the SE/4 10-T18N-R2E, Payne County, Oklahoma. This Participating Mineral Deed, Limited Term to Wyche B. Murphy was filed in the records of the Payne County Clerk's office in Book 105 Misc at Page 153 on September 27, 1951.

5. On or about October 2, 1951, Mae Elizabeth Caldwell and S.C. Caldwell, wife and husband, executed and delivered a Participating Mineral Deed, Limited Term, Fred P. Schonwald, conveying an undivided 1/8th interest in the oil, gas and other minerals underlying the SE/4 10-T18N-R2E, Payne County, Oklahoma, for a term of 20 years, and so long thereafter as oil, gas and other minerals are produced from the SE/4 10-T18N-R2E, Payne County, Oklahoma. This Participating Mineral Deed, Limited Term to Wyche B. Murphy was filed in the records of the Payne County Clerk's office in Book 105 Misc at Page 180 on October 4, 1951.

6. On or about January 29, 1962, S.C. Caldwell, also known as Solonous Clayton Caldwell, the husband of Mae Elizabeth Caldwell, died. Because the Warranty Deed described in paragraph 3 above and filed of record in Book 140DR at Page 536 of

the Payne County Clerk's records was a joint tenancy deed, at the time of S.C. Caldwell's death, all of his right, title and interest in and to the SE/4 10-T18N-R2E, Payne County, Oklahoma, passed to his surviving widow, Mae Elizabeth Caldwell.

7. On or about December 31, 1964, Mae Elizabeth Caldwell executed and delivered a Warranty Deed whereby Mae Elizabeth Caldwell conveyed all of her right, title, and interest, in and to the W/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, including surface and minerals, to Dale E. Caldwell, her son, and Mary Caldwell's husband. The December 31, 1964, Warranty Deed from Mae E. Caldwell to Dale E. Caldwell was filed in the records of the Payne County Clerk's office in Book 188DR at Page 162 on December 31, 1964.

8. On or about September 5, 1966, Mae Elizabeth Caldwell, jointed by her son, Jack Eugene Caldwell, executing and delivered a Joint Tenancy Warranty Deed to Dale E. Caldwell and Mary L. Caldwell, husband and wife, as joint tenants, conveying to Dale Caldwell and Mary Caldwell the West thirty acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma. The only reservation contained in the September 5, 1966, Joint Tenancy Warranty Deed was a reservation of "Oil, Gas and Minerals Rights title to which is vested in third parties, as shown by the records." This reservation in the September 5, 1966, Joint Tenancy Deed reserved only the title to oil, gas and other minerals which was held by third parties. This reservation did NOT reserve any mineral interests in the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, to Mae Elizabeth Caldwell nor to Jack Eugene Caldwell. Therefore, pursuant to the September 5, 1966, Joint Tenancy Warranty Deed, Dale E. Caldwell and Mary L. Caldwell, husband and wife, as joint tenants, received title to all of the mineral rights owned by Mae Elizabeth Caldwell in and to the West 30

acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma. The September 5, 1966, Joint Tenancy Warranty Deed, was filed of record in the records of the Payne County Clerk's office in Book 194 DR at Page 248 on September 7, 1966.

9. On or about February 8, 1980, Dale E. Caldwell and Mary L. Caldwell executed and delivered two Joint Tenancy Warranty Deeds to Ramon D. Smiddy and Patti L. Smiddy (now the Plaintiff, Patti L. Bryant), whereby Dale E. Caldwell and Mary L. Caldwell conveyed the surface rights only in and to Tract #1, as described in paragraph 1 above, to Ramon D. Smiddy and Patti L. Smiddy, husband and wife, as joint tenants. The February 8, 1980, Joint Tenancy Warranty Deeds reserved all interest in the oil, gas and other minerals underlying Tract #1 to Dale E. Caldwell and Mary L. Caldwell, husband and wife. The February 8, 1980, Joint Tenancy Warranty Deeds were filed in the records of the Payne County Clerk's office in Book 484 at Pages 249 and 250 on February 1, 1980.

10. Mae Elizabeth Caldwell died on July 5, 1973. Mae Elizabeth Caldwell's estate was probated in Case No. P-91-3, Payne County District Court. However, the Final Decree entered in the probate of the Estate of Mae Elizabeth Caldwell's estate is incorrect, in that it does not recognize that the October 4, 1947, Warranty Deed from Zenas E. Axtell and Maggie M. Axtell, husband and wife, to Mae Elizabeth Caldwell and S.C. Caldwell, wife and husband, (and filed in Book 140 CR at Page 536 of the records of the Payne County Clerk's office) was a joint tenancy deed, so that Mae Elizabeth Caldwell obtained all of S.C. Caldwell's right, title, and interest in and to the SE/4 10-T18N-R2E, Payne County, Oklahoma, at the time that S.C. Caldwell died on January 29, 1962.

11. At the time of Mae Elizabeth Caldwell's death on July 5, 1973, the SE/4 10-T18N-R2E, Payne County, Oklahoma, was owned as follows:

- (a) Dale E. Caldwell owned all right, title, and interest in and to the W/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, including an undivided ½ interest in the minerals (subject to the term mineral interests described in paragraphs 4 and 5 above) underlying the W/2 SE/4, pursuant to the deed described in paragraph 7 above.
- (b) Dale E. Caldwell and Mary L. Caldwell, as joint tenants, owned all right, title, and interest in and to the West 30 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, including an undivided ½ interest in the minerals (subject to the term mineral interests described in paragraphs 4 and 5 above) underlying the West 30 acres of the E/2 SE/4, pursuant to the deed described in paragraph 8 above.
- (c) Mae Elizabeth Caldwell owned all right, title, and interest in and to the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, including an undivided ½ interest in the minerals (subject to the term mineral interests described in paragraphs 4 and 5 above) underlying the East 50 acres of the E/2 SE/4.
- (d) Third parties owned the remaining ½ mineral interest in the SE/4 10-T18N-R2E, Payne County, Oklahoma.

12. Pursuant to the Final Decree entered in the probate of the Estate of Mae Elizabeth Caldwell, Case No. P-91-3, Payne County District Court, at the time of Mae Elizabeth Caldwell's death, all of her right, title, and interest in and to the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, passed as follows:

- (a) All of Mae Elizabeth Caldwell's right, title and interest in and to the surface of the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, passed to her son, Jack Eugene Caldwell; and
- (b) All of Mae Elizabeth Caldwell's right, title and interest in and to an undivided ½ interest in the minerals underlying the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, passed to her son, Louis Binion Caldwell.

13. On or about August 1, 1988, Jack E. Caldwell and Evelyyn M. Caldwell, husband and wife, executed and delivered a Quit Claim Deed whereby Jack E. Caldwell conveyed to all of Jack E. Caldwell's right, title and interest in and to the East 30 acres of

the West 60 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, to Jimmy Dale Caldwell. The August 1, 1988, Quit Claim Deed was filed of record in the records of the Payne County Clerk's office in Book 883 at Page 815 on August 2, 1988. Because at the time the August 1, 1988, Quit Claim Deed was signed by Jack E. Caldwell he did NOT own any minerals under the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, this deed did NOT convey any mineral interest to Jimmy Dale Caldwell.

14. Louis Binion Caldwell died on November 26, 1988. Louis Binion Caldwell's estate was probated in Case No. P-89-29, Payne County District Court. However, the Final Decree entered in the probate of the Estate of Louis Binion Caldwell's estate is incorrect, in that it does not recognize that the October 4, 1947, Warranty Deed from Zenas E. Axtell and Maggie M. Axtell, husband and wife, to Mae Elizabeth Caldwell and S.C. Caldwell, wife and husband, (and filed in Book 140 CR at Page 536 of the records of the Payne County Clerk's office) was a joint tenancy deed, so that Mae Elizabeth Caldwell obtained all of S.C. Caldwell's right, title, and interest in and to the SE/4 10-T18N-R2E, Payne County, Oklahoma, at the time that S.C. Caldwell died on January 29, 1962.

15. At the time of Louis Binion Caldwell's death on November 26, 1988, Louis Binion Caldwell owned only an undivided $\frac{1}{2}$ interest in and to the oil, gas and other minerals underlying the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, but subject to the term mineral interests described in paragraphs 4 and 5 above.

16. Pursuant to the Final Decree entered in the probate of the Estate of Louis Binion Caldwell, Case No. P-89-29, Payne County District Court, at the time of Louis Binion Caldwell's death, all of his right, title, and interest in and to the undivided $\frac{1}{2}$ mineral interest

underlying the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, passed ½ to to Jack E. Caldwell, and ½ to Dale E. Caldwell,. So that each obtained an undivided 1/4 interest in and to the oil, gas and other minerals underlying the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma. Jack E. Caldwell and Dale E. Caldwell were the brothers of Louis Binion Caldwell.

17. On April 1, 1991, Jack Caldwell, joined by his wife, Evelyn M. Caldwell, executed and delivered a Joint Tenancy Warranty Deed whereby Jack Caldwell conveyed all of his right, title, and interest in and to the East 20 acres of the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, to Dale E. Caldwell and Mary L. Caldwell, husband and wife, as joint tenants. The April 1, 1991, Joint Tenancy Warranty Deed from Jack Caldwell and Evelyn M. Caldwell to Dale E. Caldwell and Mary L. Caldwell was filed in the records of the Payne County Clerk's office in Book 957 at Page 434 on July 16, 1991. The April 1, 1991, Joint Tenancy Warranty Deed did not contain any reservations, so that the April 1, 1991, Joint Tenancy Warranty Deed conveyed all right, title, and interest in the surface, and an undivided 1/4 mineral interest, in and to the East 20 acres of the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, to Dale E. Caldwell and Mary L. Caldwell, husband and wife, as joint tenants.

18. On December 28, 2004, Mary L. Caldwell filed her Affidavit of Surviving Joint Tenant evidencing the death of Dale E. Caldwell to be on June 25, 1993. The Affidavit of Surviving Joint Tenant was filed in the records of the Payne County Clerk's office in Book 1633 at Page 826 on April 13, 2006. Pursuant to the Affidavit of Surviving Joint Tenant, all of Dale E. Caldwell's right, title, and interest in and to the West 30 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, and all of Dale E. Caldwell's right, title, and

interest in and to the East 20 acres of the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, terminated and passed to the surviving joint tenant, Mary L. Caldwell.

19. Also on December 28, 2004, Mary L. Caldwell executed and delivered a Warranty Deed whereby Mary L. Caldwell, individually, conveyed all of her right, title, and interest, in and to the following described real property, to-wit:

The West Half of the Southeast Quarter of Section 10, Township 18 North, Range 2 East of the I.M., Payne County, Oklahoma, less and except a three acre tract of land described in that certain Warranty Deed filed in Book 981 at Page 629 of the records of the Payne County Clerk's office on May 29, 1992.

The West Thirty (30) acres of the East Half of the Southeast Quarter of Section 10, Township 18 North, Range 2 East of the I.M., Payne County, Oklahoma.

The East Twenty (20) acres of the East Fifty (50) acres of the Southeast Quarter of Section 10, Township 18 North, Range 2 East of the I.M., Payne County, Oklahoma

to Mary L. Caldwell, as Trustee of the Caldwell Trust dated February 21, 1992, also known as the Dale and Mary Caldwell Trust dated February 21, 1992, as Amended on July 16, 2010. The December 28, 2004, Warranty Deed was filed in the records of the Payne County Clerk's office in Book 1633 at Page 828 on April 13, 2006.

20. On or about June 14, 2005, Mary L. Caldwell filed a probate of the Estate of Dale E. Caldwell in Case No. PB-2005-64, Payne County District Court. Pursuant to the Order Allowing Final Report and Determining Heirship, and Final Decree of Distribution and Discharge (the "Final Decree") entered in Case No. PB-2005-64 on December 6, 2005, all of Dale E. Caldwell's right, title and interest in and to the W/2 SE/4 10-T18N-R2E, Payne County, Oklahoma, was conveyed and vested in Mary L. Caldwell, as Trustee of the

Caldwell Trust dated February 21, 1992, also known as the Dale and Mary Caldwell Trust dated February 21, 1992, as Amended on July 16, 2010.

21. Beginning on Page 4 of the Final Decree entered in the probate of the Estate of Dale E. Caldwell, the Final Decree states, in pertinent part:

"IT IS THEREFORE ORDERED ADJUDGED AND DECREED BY THE COURT as follows:

.....

8. The assets of the estate listed on Exhibit "A" are hereby distributed, assigned, set over and conveyed to the heirs, devisees and legatees as set forth on said Schedule. The rest, residue, and remainder of the Estate, wheresoever situated and whether inventoried or not, including any later discovered assets, is distributed, assigned, transferred, set over, and conveyed to Mary Caldwell, as Trustee of the Caldwell Trust dated February 21, 1992."

22. At the time of Dale E. Caldwell's death, he owned two additional mineral interests which were not listed in the Final Decree entered in the probate of Dale E. Caldwell's estate in Case No. PB-2005-64. Specifically, at the time of his death, Dale E. Caldwell owned the following mineral interests:

- (a) an undivided $\frac{1}{2}$ mineral interest (subject to the term mineral interests described in paragraphs 4 and 5 above) in and to Tract #1 and more fully described as beginning at a point 303 feet East of the SW/corner of the W/2 of the SE/4 of said Section 10; Thence East 132 feet; Thence North 495 feet; Thence West 132 feet; Thence South 495 feet to the point of beginning; and
- (b) an undivided $\frac{1}{4}$ mineral interest (subject to the term mineral interests described in paragraphs 4 and 5 above) in and to the West 30 acres of the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma.

23. Pursuant to paragraph 8 on Page 6 of the Final Decree entered in the probate of the Estate of Dale E. Caldwell, the mineral interests described in paragraph 22

immediately above were distributed and conveyed from the probate estate of Dale E. Caldwell to Mary L. Caldwell, as Trustee of the Caldwell Trust dated February 21, 1992, also known as the Dale and Mary Caldwell Trust dated February 21, 1992, as Amended on July 16, 2010. This Court should determine that the mineral interests described in paragraph 22 above are now owned by Mary L. Caldwell, as Trustee of the Caldwell Trust dated February 21, 1992, also known as the Dale and Mary Caldwell Trust dated February 21, 1992, as Amended on July 16, 2010.

24. On or about July 29, 2008, Mary L. Caldwell, as Trustee of the Caldwell Trust dated February 21, 1992 executed and delivered a Warranty Deed to James W. Hammack, III and Rebekah J. Hammack, husband and wife, as joint tenants, conveying to such grantees the following described real property, to wit:

A tract of land situated in the SE/4 of Section 10, Township 18 North, Range 2 East of the I.M., Payne County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest corner of the SE/4 of said Section 10; thence North 00°03'47" West along the West line of the SE/4 of said Section 10 a distance of 1166.14 feet; thence South 89°48'58" East a distance of 303.00 feet; thence South 00°03'47" East a distance of 1166.14 feet to a point on the South line of the SE/4 of said Section 10; thence North 89°48'58" West along the South line of the SE/4 of said Section 10 a distance of 303.00 feet to the point of beginning, containing 8.1 acres, more or less.

Because no reservations were contained in the July 28, 2008, Warranty Deed from Mary L. Caldwell, as Trustee, to James W. Hammack, III and Rebekah J. Hammack, this Warranty Deed conveyed not only the surface rights in and to the 8.1 acre tract of land described therein, but also the Warranty Deed conveyed to James W. Hammack, III and Rebekah J. Hammack an undivided ½ mineral interest (subject to the term mineral

interests described in paragraphs 4 and 5 above) in and to the 8.1 acre tract of land described therein.

25. The Board of County Commissioners of Payne County, Oklahoma, may claim some right, title, lien, claim, assessment and interest in the Real Property adverse to the title and possession of Plaintiffs because of unpaid assessments and/or taxes, if any, due on the Real Property. However, any right, title, lien, claim, assessment or interest claimed by the Board of County Commissioners of Payne County, Oklahoma, if any, is without legal or equitable basis. Plaintiffs are entitled to have their title and possession in and to the Real Property quieted and confirmed against all claims and demands of the Board of County Commissioners of Payne County, Oklahoma.

26. Carla Manning, County Treasurer of Payne County, Oklahoma, may claim some right, title, lien, claim, assessment or interest in the Property adverse to the title and possession of Plaintiff because of unpaid assessments and/or taxes, if any, due on the Real Property. However, any right, title, lien, claim, assessment or interest claimed by Carla Manning, County Treasurer of Payne County, Oklahoma, if any, is without legal or equitable basis. Plaintiffs are entitled to have their title and possession in and to the Real Property quieted and confirmed against all claims and demands of Carla Manning, County Treasurer of Payne County, Oklahoma.

27. The above named Defendants, and each of them, should be summoned herein to set forth what right, title, lien, claim, assessment, or interest, if any, they may have in or to the above described Real Property and if they fail to do so, title to said Real Property should be quieted in the Plaintiffs.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, Patti Lynn Bryant, as attorney in fact for Mary Caldwell, individually, and Mary Caldwell, as Trustee of the Caldwell Trust Dated February 21, 1992 as amended on the 16th day of July, 2010, pray that Defendants, Mae Elizabeth Caldwell, Louis Binion Caldwell, Jack Eugene Caldwell, and Evelyn M. Caldwell, if living, or if deceased their unknown heirs, executors, administrators, devisees, legatees, trustees and assigns, immediate and remote; Board of County Commissioners of Payne County, Oklahoma, and Carla Manning, County Treasurer of Payne County, Oklahoma, be summoned into this Court according to law, and, upon a final hearing hereon, the Court should enter its order, judgment and decree finding and ordering as follows:

(a) That the title in and to the Real Property be quieted and confirmed in Mary Caldwell, as Trustee of the Caldwell Trust Dated February 21, 1992 as amended on the 16th day of July, 2010;

(b) That Defendants, Mae Elizabeth Caldwell, Louis Binion Caldwell, Jack Eugene Caldwell, and Evelyn M. Caldwell, if living or if deceased their unknown heirs, executors, administrators, devisees, legatees, trustees and assigns, immediate and remote,, Board of County Commissioners of Payne County, Oklahoma, and Carla Manning, County Treasurer of Payne County, Oklahoma, have no right, title, lien, claim, assessment, or interest in or to the Real Property, either at law or in equity;

(c) That Defendants Mae Elizabeth Caldwell, Louis Binion Caldwell, Jack Eugene Caldwell, and Evelyn M. Caldwell, if living or if deceased their unknown heirs, executors, administrators, devisees, legatees, trustees and assigns, immediate and remote; Board of County Commissioners of Payne County, Oklahoma, and Carla Manning,

County Treasurer of Payne County, Oklahoma, be forever barred and enjoined from ever asserting any right, title, lien, claim, assessment, or interest in or to the Real Property adverse to the title of Mary Caldwell, as Trustee of the Caldwell Trust Dated February 21, 1992 as amended on the 16th day of July, 2010; and

- (d) That title in and to the following described mineral interests, to wit:
- (1) an undivided $\frac{1}{2}$ mineral interest (subject to the term mineral interests described in paragraphs 4 and 5 above) in and to Tract #1 and more fully described as beginning at a point 303 feet East of the SW/corner of the W/2 of the SE/4 of said Section 10; Thence East 132 feet; Thence North 495 feet; Thence West 132 feet; Thence South 495 feet to the point of beginning; and
 - (2) an undivided $\frac{1}{4}$ mineral interest (subject to the term mineral interests described in paragraphs 4 and 5 above) in and to the West 30 acres of the East 50 acres of the E/2 SE/4 10-T18N-R2E, Payne County, Oklahoma

be quieted and confirmed in Mary Caldwell, as Trustee of the Caldwell Trust Dated February 21, 1992 as amended on the 16th day of July, 2010; and

(e) For such other and further relief, at law or in equity, as this Court deems fit, including awarding Plaintiffs their costs and attorney fees set forth herein.

Respectfully submitted,

Houston, Osborn, Sexton & Thomas, PLLC



Micah D. Sexton, OBA #13774
Scott K. Thomas, OBA #21842
Attorneys for Plaintiffs
P.O. Box 1118
Stillwater, OK 74076-0726
(405) 377-7618 (voice)
(405) 377-8234 (facsimile)
msexton@houston-osborn.com

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma
FILED

JUN 29 2016

By: LORI ALLEN, Court Clerk
Deputy

DEBBIE BENTLEY, an individual,

Plaintiff,

vs.

Case No. CJ-2016-218

JAMES CRAIG DeARMOND; JAMES CLAYTON
DeARMOND; BRENT T. SHARP; THE BOARD OF
COUNTY COMMISSIONERS OF PAYNE COUNTY,
OKLAHOMA; COUNTY TREASURER OF PAYNE
COUNTY, OKLAHOMA,

Defendants.

2016 JUL -1 A 10 58
PAYNE COUNTY
GLENNA CRAIG
COUNTY CLERK

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

Board of County Commissioners of
Payne County,
c/o Payne County Clerk
315 W. 6th Avenue, 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 at the above address within twenty (20) days after receipt of this Summons upon you, exclusive of the day of service. A copy of your answer must be delivered or mailed to the attorney for the Plaintiff. Unless you answer the Petition within the time stated judgment will be rendered against you with costs of this action.

Issued this 29 day of June, 2016.

LORI ALLEN, COURT CLERK

Cassie Myers

By: _____
Deputy



(SEAL)

ATTORNEYS FOR PLAINTIFF:
Scott K. Thomas, OBA #21842
Houston, Osborn, Sexton & Thomas, PLLC
Post Office Box 1118
Stillwater, Oklahoma 74076
Telephone: 405-377-7618
Facsimile: 405-377-8234

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.

Served on _____ this _____ day of _____, 2016.

SHERIFF OR DEPUTY, ATTORNEY;
PRIVATE PROCESS SERVER

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma
FILED

MAY 25 2016

By: LORI ALLEN, Court Clerk
Deputy

DEBBIE BENTLEY)

Plaintiff,)

vs.)

Case No. CJ-16-218

JAMES CRAIG DeARMOND,)
JAMES CLAYTON DeARMOND)
BRENT T. SHARP, THE BOARD OF)
COUNTY COMMISSIONERS OF)
PAYNE COUNTY, OKLAHOMA, and)
BONITA STADLER, COUNTY)
TREASURER OF PAYNE COUNTY,)
OKLAHOMA,)

Defendants.)

PETITION

COMES NOW, the Plaintiff Debbie Bentley ("Plaintiff") and for her causes of action against Defendants James Craig DeArmond, James Clayton DeArmond and Brent T. Sharp (hereinafter collectively referred to as "Defendant"), The Board of County Commissioners of Payne County, Oklahoma ("Defendant Commissioners") and Bonita Stadler, County Treasurer of Payne County, Oklahoma ("Defendant Treasurer) state as follows:

The Parties

1. At all times herein mentioned, Plaintiff Debbie Bentley, was and now is a resident of the County of Payne, State of Oklahoma.
2. Upon information and belief, at all times herein mentioned, Defendants James Craig DeArmond, James Clayton DeArmond and Brent T. Sharp were and now are residents of the State of Texas.

Fact Allegations

3. Plaintiff's husband, Rick Bentley, entered into negotiations to sell their family company, Bentley & Son's Tank Truck Service, Inc. (the "Company") to Defendant in early 2012, several months before a deal was consummated.

4. Defendant had ample opportunity to become educated as to the nature and extent of the Company's assets prior to the closing on the Agreement, which occurred on November 9, 2012. Defendant made many trips to Oklahoma to view the assets and negotiate the terms of the Agreement with Plaintiff's husband.

5. Prior to the Agreement being executed, Rick Bentley passed away, leaving Plaintiff to finalize the Agreement with Defendant. All of the details had been mostly worked out prior to Mr. Bentley's death and the Agreement and closing thereon were consummated on the 9th day of November, 2012. Plaintiff was the Seller and the Purchasers were Defendants James Craig DeArmond, James Clayton DeArmond and Brent T. Sharp.

6. The Agreement set the purchase price at \$700,000.00 with \$50,000.00 being due at closing and the balance to be paid out in 36 equal monthly payments to begin not later than February 1, 2013, all pursuant to two Promissory Notes executed by Defendant and delivered to Plaintiff on November 9, 2012.

7. The first Promissory Note was in the amount of \$300,000.00 and secured by a mortgage on two pieces of real property conveyed in the Agreement. The second Promissory Note was in the amount of \$350,000.00 and was secured by a Security Agreement, which granted Plaintiff a security interest in the books, records and all other assets of the Company. The Mortgage and the Security Agreement were both executed contemporaneous with and incorporated into the Parties' Agreement.

8. The two pieces of real property covered by the mortgage are described as follows,
to-wit:

A Part of the SW/4 of Section 35, Township 18 North, Range 1 East I.M., Payne County, Oklahoma; being more particularly described as follows: Commencing at The Southwest Corner of Section 35; Thence N89°34'34"E along the South line of The SW/4 a distance of 344.03 feet to the Point of Beginning; Thence N05°18'35"W 149.38 feet; Thence N89°45'53"W 60.51 feet; Thence N03°52'00"E 510.05 feet; Thence N89°34'34"E 290.44 feet; Thence S03°57'11" E 659.40 feet to the south Line of the SW/4; Thence S89°34'34" W along the South line of the SW/4 a distance Of 295.96 feet to the Point of "Beginning, containing 3.50 acres, more or less.

AND

A tract of land in the Southeast Quarter of Section 6, Township 17 North, Range 1 East, of the Indian Meridian, Payne County, Oklahoma, more particularly described As follows: Beginning at the Northeast Corner of said Southeast Quarter; Thence, on An assumed bearing of South, along the East line of said Southeast Quarter, 585.62 Feet; Thence, on a bearing of West, at a right angle to said East line, 528.34 feet; Thence, on a bearing of North, at a right angle, parallel to said East line, 569.02 feet More or less, to a east/west fence; Thence, easterly following said east/west fence, More or less, 528.60 feet, more or less, to the Pont of Beginning, containing 7.00 Acres, more or less.

9. Pursuant to the Agreement, Defendant made the first three payments beginning in February, 2013.

10. From and after that time, Defendant has failed and refused to make payment in accordance with the terms of the Parties' Agreement. Defendant made intermittent payments after April, 2013. Defendant's next payment was in July, 2013, in the amount of \$22,000.00 followed by a payment of \$10,000.00 in September, 2013 and a payment in December, 2013, in the amount of \$5,000.00.

11. Defendant made multiple excuses for the failure to make payments pursuant to the terms of the Agreement and has not made any payment toward the purchase price since December, 2013.

12. Plaintiff tried to work with Defendant to come into compliance and has been

given excuse after excuse. Defendant never indicated any displeasure with the Parties' Agreement to Plaintiff.

13. With Plaintiff giving all just credit, Defendant owes to Plaintiff at the time of this Demand, the sum of \$558,833.35 pursuant to the Parties' Agreement.

14. The Parties' agreed to submit this dispute to mediation before initiating litigation concerning their Agreement. To this end, Plaintiff reached out to Defendant to set a date for mediation. Mediation was unsuccessful.

FIRST CAUSE OF ACTION-BREACH OF CONTRACT

15. Plaintiff incorporates by reference paragraphs 1 through 14 as though set forth in full herein.

16. By failing and refusing to make payment in accordance with the terms and conditions of the Parties' Agreement as hereinabove detailed, Defendant has breached the Agreement with Plaintiff.

17. As a direct result of Defendant's breach, Plaintiff has been damaged in an amount in excess of \$558,833.35.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- (a) For actual and compensatory damages in accordance with the proof at the time of trial;
- (b) For incidental and consequential damages in accordance with the proof at the time of trial;
- (c) For interest thereon as provided by law;
- (d) For a reasonable attorney's fee;
- (e) For her costs; and

(f) For such other and further relief as this tribunal deems just and proper.

SECOND CAUSE OF ACTION-FORECLOSURE OF MORTGAGE

18. Plaintiff incorporates by reference paragraphs 1 through 17 as though set forth in full herein.

19. As hereinbefore stated, the first Promissory Note in the amount of \$300,000.00 was secured by a mortgage on two pieces of real property located in Payne County, State of Oklahoma.

20. The mortgage was duly recorded in Book 2171 at Page 183 in the office of the County Clerk of Payne County, Oklahoma, on April 1, 2014.

21. That default has been made under the terms of the first Note because of Defendant's failure to make the payments after April, 2013, and subsequent, pursuant to its terms. The Note has been in default and is in default as of the date of this Petition, despite Plaintiff's demand for payment. All conditions precedent to bringing of this action have been fulfilled or performed and there is presently due and owing to the Plaintiff the principal sum of \$558,833.35. Plaintiff has declared the above balance immediately due and payable, and Plaintiff is entitled to collect a reasonable attorney's fee in the amount of 10% of the principal balance pursuant to the terms of the first Promissory Note.

22. By reason of the premises and by the default of the Defendant and the failure to timely pay the amounts above stated on the Note when due, Plaintiff is entitled to the foreclosure of the Mortgage covering the Real Property, and to have the same sold to satisfy said indebtedness, that at the election of Plaintiff the sale of the Real Property is to be with or without appraisal and Plaintiff hereby elects that said sale be made with appraisal.

23. Defendant Commissioners of Payne County, Oklahoma, may claim some right,

title, lien, claim, assessment and interest in the Real Property because of alleged unpaid assessments and/or taxes concerning the Real Property. However, any right, title, lien, claim, assessment or interest claimed by Defendant Commissioners, if any, in the Real Property is junior and inferior to the mortgage lien of Plaintiff. Defendant Commissioners should be summoned herein to set forth what interest, if any, it has in the Real Property.

24. Defendant Treasurer may claim some right, title, lien, claim, assessment or interests in the Real Property because of alleged unpaid assessments and/or taxes concerning the Real Property. However, any right, title, lien, claim assessment or interest claimed by Defendant Treasurer, if any, in the Real Property is junior and inferior to the mortgage lien of Plaintiff. Defendant Treasurer should be summoned herein to set forth what interest, if any she has in the Real Property.

WHEREFORE, Plaintiff prays for judgment in personam and in rem against the Defendants James Craig DeArmond, James Clayton DeArmond and Brent T. Sharp and in rem only against the other Defendants, Board of County Commissioners of Payne County, Oklahoma; and Bonita Stadler, County Treasurer of Payne County, Oklahoma, for the sums hereinbefore stated with both pre and post judgment interest thereon at the rate and from the dates set out, and for all costs of this action including the Plaintiff's attorney fees, and for a further judgment adjudging:

That the Mortgage be foreclosed and the same be declared a valid lien upon the Real Property hereinbefore described, and ordering the same sold to satisfy the judgment granted to the Plaintiff herein, and the proceeds therefrom applied first to the payment of unpaid ad valorem taxes, if any, due and owing upon the Real Property, and second to the payment of the costs herein, including a reasonable attorney's fee, and third to the payment and satisfaction of the claim and judgment of this Plaintiff, and that the surplus, if any, be paid into court to abide the further order of the Court.

That the right, title and interest of the Defendants as above set forth, as well as any other right, title and interest of said Defendants, if any, ever had, now have, or claim to have, in and to said Real Property be determined and settled and be adjudged junior, inferior, and subject to the Mortgage lien of this Plaintiff, and that the Defendants herein, and each of them, and all persons claiming by, through, or under them since the commencement of this action, be forever barred, foreclosed and enjoined from asserting or claiming any right, title or interest, estate or equity of redemption in or to said Real Property, or any part thereof.

THIRD CAUSE OF ACTION-FORECLOSURE OF SECURITY AGREEMENT

25. Plaintiff incorporates by reference paragraphs 1 through 24 as though set forth in full herein.

26. As hereinbefore stated, the second Promissory Note in the amount of \$350,000.00 was secured by a Security Agreement granting to Plaintiff a security interest in all of the Company's accounts, receivables, accounts receivable, general intangibles, book debts and contract rights derived from the Assets as more specifically detailed therein.

27. The terms of the Security Agreement were duly recorded with the Oklahoma County Clerk in Oklahoma City, Oklahoma, on April 11, 2014. Therefore the Security Agreement was properly perfected.

28. That default has been made under the terms of the second Note because of Defendant's failure to make the payments after April, 2013, and subsequent, pursuant to the terms of the Promissory Note. The second Note has been in default and is in default as of the date of this Petition, despite Plaintiff's demand for payment. All conditions precedent to bringing of this action have been fulfilled or performed and there is

presently due and owing the Plaintiff the principal sum of \$558,833.35. Plaintiff has declared the above balance immediately due and payable, and Plaintiff is entitled to collect a reasonable attorney's fee.

29. By reason of the premises and by the default of the Defendant and the failure to timely pay the amounts above stated on the Note when due, Plaintiff is entitled to the foreclosure of the Security Agreement covering all of the assets as hereinabove stated, and to have the same sold to satisfy said indebtedness or Plaintiff may elect to take over operation of the Company as provided for in the Security Agreement.

WHEREFORE, Plaintiff prays for judgment against the Defendants James Craig DeArmond, James Clayton DeArmond and Brent T. Sharp for the sums hereinbefore stated with both pre and post judgment interest thereon at the rate and from the dates set out, and for all costs of this action including the Plaintiff's attorney fees, and for a further judgment adjudging:

That the Security Agreement be foreclosed and the same be declared a valid lien upon all assets of the company, and ordering the same sold to satisfy the judgment granted to the Plaintiff herein and the proceeds, if any, therefrom applied first to the payment of the costs herein, including a reasonable attorney's fee, and second to the payment and satisfaction of the claim and judgment of this Plaintiff, and that the surplus, if any, be paid into the court to determine the further dissemination thereof.

THIRD CAUSE OF ACTION-SPECIFIC PERFORMANCE

30. Plaintiff incorporates by reference paragraphs 1 through 29 as though set forth in full herein.

31. Defendant is in default of the Parties' Agreement and Promissory Notes because of the failure to pay the purchase price as specified therein.

32. The full principal amount of the purchase has been declared due and owing.

33. Defendant should be made to adhere to the terms and conditions of the Parties' Agreement, and specifically perform as therein provided.

WHEREFORE, Plaintiff prays that Defendant be ordered to abide by the terms of the Parties' Agreement and make all payment due thereunder.

FOURTH CAUSE OF ACTION-UNJUST ENRICHMENT

34. Plaintiff incorporates by reference paragraphs 1 through 33 as though set forth in full herein.

35. Defendant has been unjustly enriched in the amount of income made off the operation of the Company while in default with the terms of the Parties' Agreement.

36. As a result of Defendant's wrongful actions, Plaintiff has been damaged in the amount of income accrued during the period of default.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount of income derived during the period of default under the terms of the Parties' Agreement.

Dated this 24th day of May, 2016.

Respectfully submitted,



Scott K. Thomas, OBA #21842
Houston, Osborn, Sexton & Thomas, PLLC
123 W. 7th Ave., Suite 200
Stillwater, OK 74074
(405) 377-7618
(405) 377-8234 (facsimile)
ATTORNEY FOR PLAINTIFF

ATTORNEYS' LIEN CLAIMED
JURY TRIAL DEMANDED



WESTERN PLAINS YOUTH & FAMILY SERVICES, INC.



202639 E County RD 42

Woodward, OK 73801

Off. (580) 256-3157 --Fax (580) 256-1063

Please understand that we cannot take a child from PAYNE COUNTY into the Beckham County Detention Center until the signed contracts have been returned.

Please return to:

WPYFS

202639 E County RD 42

Woodward, OK 73801

If you would like a copy of the contract returned to you, please note below.

- Contract denied
- Contract approved and a signed copy requested
- Contract approved and a signed ORIGINAL requested

Also, in an effort to save money and time, if possible next year we would like to email these to you. Please provide in the space below an appropriate email for these contracts. If you do not want to receive the contracts via email, just leave the space blank. Please change if the below information is not up to date. Please change if the information below is not up to date.

County Name PAYNE COUNTY COMMISSIONERS

Contact Person _____

Phone _____ Fax _____

Email for contracts: _____

Please feel free to contact me with any questions you may have regarding receipt of contracts by phone at (580) 256-3157 ext 116 or by email at: khensley@wpvfs.org.

Thank you,

Kari Hensley

Kari Hensley
Finance Director

CONTRACT

WESTERN PLAINS YOUTH & FAMILY SERVICES, INC. PAYNE COUNTY FOR SERVICES AT BECKHAM COUNTY REGIONAL JUVENILE DETENTION CENTER

This agreement made the 1st day of July 2016, between Western Plains Youth & Family Services, Inc., hereinafter referred to as "WPYFS" and the Board of County Commissioners of Payne County, Oklahoma, hereinafter referred to as "User County". For good and valuable consideration, including the following covenants and promises, receipt for which each party following hereby acknowledges, the parties hereto agree as follows:

SERVICES: WPYFS shall provide and make available to User County the services and facilities of the Beckham County Regional Juvenile Detention Center in Elk City, Oklahoma, on a space available basis, as determined by Western Plains Youth & Family Services, Inc., subject to the following terms and conditions in relation to juvenile cases arising in User County under Title 10 of Oklahoma Statutes and requiring detention of certain juveniles.

FILING: It shall be the responsibility of User County authorities to file a petition within five judicial days after a child is taken into custody as per Title 10 of the Oklahoma Statutes.

REFERRAL AND ADMISSION: It shall be the responsibility of User County authorities to initiate and obtain the detention authorization of said juvenile. Admission shall be allowed upon initial oral order of the District Court provided a written order is entered and forwarded within twenty-four hours or the next working day. If a child is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said child to be detained. If the Detention Center is at capacity the User County authorities will be notified when the referral is initiated. All admissions must be cleared by Detention before transportation to the Center.

NOTIFICATION: Prior to transporting any child to the Beckham County Regional Juvenile Detention Center, it shall be the responsibility of User County Authorities to notify the child's parents of the child's apprehension and detention. Further, that prior to their child's detention hearing User County Authorities should notify his/her attorney of record of his/her detention.

JUDICIAL PROCEEDINGS AND OJA SERVICES: All judicial proceedings and OJA services regarding User County children shall be the responsibility of

User County Authorities. It shall be User County's responsibility to see that their child receives proper legal representation and that frequent contact between the detained child and his/her caseworker is arranged.

MEDICAL ATTENTION: Any child detained in the Beckham County Regional Juvenile Detention Center who requires emergency medical attention due to developments arising after admission will be taken to medical facilities in Beckham County. Upon development of any non-emergency illness or injury after detention, the Judge of the Juvenile Division of the District Court, User County shall be notified and in his/her discretion, the child may be treated in User County and transportation arranged by either law enforcement and/or parents of said child. If the child is treated in Beckham County, the responsibility for payments for such services rests in the parents and/or User County. User County agrees to save and hold harmless Beckham County and Western Plains Youth & Family Services, Inc. from all payments due or expenses incurred as a result of medical treatment for such child, except such expense as may be occasioned by the negligence of either Western Plains Youth & Family Services, Inc. or the Beckham County Regional Juvenile Detention Center. When any child is treated for an emergency, the User County District Court Judge will be notified within 24 hours.

OBSERVATION NOTES: While a child, detained upon the request of User County authorities, is a resident in the Beckham County Regional Juvenile Detention Center, said facility will provide, at the request of User County authorities, observation or other information on such child while in detention.

REPORTS: The person transporting a child to the Beckham County Regional Juvenile Detention Center shall bring a copy of the detention order including the name of the Judge authorizing detention, and all of the arrest information so that admission at the facility can be completed.

PAYMENT: The User County agrees to pay thirty-nine dollars and thirty-five cents (\$39.35) per child per day while said child is detained in the Beckham County Regional Juvenile Detention Center. Payment for services will be made only upon receipt from WPYFS of a properly executed claim as prescribed User County. Parties agree that such claim shall be submitted no later than the tenth day of each month, and the reimbursement for same will be received no later than the last day of each month.

LIABILITY: The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. Beckham County and Western Plains Youth & Family Services, Inc. shall be liable only for the delivery of custodial services at the Beckham County Regional Juvenile Detention Center. The Courts and the Office of Juvenile Affairs shall retain all responsibility for the determination and duration of the detention of juveniles.

MODIFICATION OR TERMINATION: This agreement may be modified with the written approval of both parties or may be terminated by either party upon thirty (30) days written notice to the other party. The term of this contract is for the fiscal year 2016-2017, ending June 30, 2017.

WESTERN PLAINS YOUTH & FAMILY SERVICES, INC.
202639 E County Rd 42
Woodward, Oklahoma 73801-5442



Executive Director

6/30/16

Date

**BOARD OF COUNTY COMMISSIONERS
PAYNE COUNTY**

Chairman

Date

Member

Date

Member

Date

Attest: _____
County Clerk

Date

CONTRACT

This agreement shall be entered into between the Payne County Health Department, hereafter referred to as Department, by virtue of the authority vested in it by Title 63, Oklahoma Statutes 1981, Section 1-206 (b) (3) and Hillcrest Hospital Cushing, hereafter referred to as Hospital, by virtue of the authority vested in it by its Board of Authority. Incorporated herein in its entirety, and made a part of this contract, is the Business Associate Agreement agreed to between the Parties.

CONTRACT PERIOD: The provisions of this contract are to become effective the 1st day of July 2016, and terminate on the 30th day of June 2017.

GENERAL PURPOSE OF THIS AGREEMENT: The purpose of this contract is to provide radiology and phlebotomy services to patients referred by the Department.

Specific purposes of this contract are outlined in Sections I & II below:

The maximum total of this contract is \$2000.00.

SECTION I. CHEST X-RAYS

1. Take and process two (2) chest x-rays (PA and Lateral), unless otherwise specified on referral form, on each patient referred to facility by Department.
2. Film to be picked up by Department, and mailed to Communicable Disease Division, Oklahoma State Department of Health (OSDH).
3. After interpretation, OSDH physician may refer back to the Hospital for other x-ray views.

In consideration for this portion of the contract, the Department agrees to pay a fee for chest x-ray services at the rate of \$45.00 per x-ray film. The maximum amount to be reimbursed to Hospital by Department for chest x-rays during this period of contract shall not exceed \$1800.00.

Itemized invoices will be submitted to the Department indicating the date services were rendered, name of individual x-rayed, and number of x-rays taken and processed each month.

Payment will not be made for any x-ray not of good (readable) quality, which has been referred to Hospital for re-take.

SECTION II PHLEBOTOMY

Page 2-Contract-Hillcrest Hospital Cushing/Payne Co. Health Department
7/1/16 – 6/30/17

The purpose of this section of the contract is for the Hospital to provide phlebotomy services for patients referred by the Department.

The Hospital will provide phlebotomy services to patients referred by the Department. The Department will provide a written referral form indicating the need for this specific service. The Department will provide the Hospital with necessary tubes and supplies to draw venipuncture blood samples. Tubes will be returned to the Department to be sent to the Oklahoma State Department of Health Laboratory. The Department will assume responsibility for transport of the tube from the Hospital to the Department.

In consideration for this portion of the contract, the Department agrees to pay a fee of \$20.00 per venipuncture blood sample drawn. The maximum amount to be reimbursed to Hospital by Department during the period of contract shall not exceed \$200.00.

The Hospital certifies that its employees are covered under Worker's Compensation as required by Oklahoma Statutes.

The Hospital, hereby gives written affirmation to the Department that it has posted copies of its affirmative action policy statement and the Civil Rights Act in a prominent place for employees review and that it has an Affirmative Action Plan. Failure to comply with these affirmative action requirements, to provide documents as specified above or to falsely affirm compliance with Title VII of the 1964 Civil Rights Act shall result in termination of this contract.

AMENDMENT: This contract may be modified, changed or amended only by an instrument in writing, signed and dated by the parties and appended hereto as an identifiable amendment hereof.

CANCELLATION CLAUSE: This contract is subject to termination upon thirty (30) days advance written notice by either party. Written notice must be forwarded to one of the following applicable addresses by certified mail:

Payne County Health Department
1321 West 7th
Stillwater, OK 74074

Hillcrest Hospital Cushing
1027 East Cherry
Cushing, OK 74023

AUDIT CLAUSE: In accepting this contract with the Department, the Hospital

agrees that financial records, documents, accounting procedures, or any other items of service relevant to the agreement will be maintained and available for five (5) years and are subject to examination by Department representatives and the State Auditor and Inspector, or any other individual or entity authorized by law to review such records. This contract shall be governed by the laws of Oklahoma.

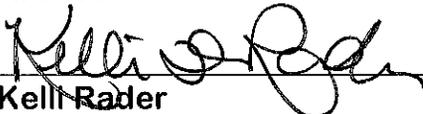


Kevin Hawk, Chief Executive Officer

6.23.16

Date

APPROVED:



Kelli Rader
Payne County Health Department

Payne County Board of
County Commissioners

Chris Reding

Kent Bradley

Zach Cavett

ATTEST:

Glenna Craig, County Clerk

APPROVED AS TO LEGALITY AND FORM:

Lowell Barto
Assistant District Attorney

Date

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Payne County Board of County Commissioners**, an Oklahoma political subdivision ("**Landlord**"), and **Global Tower Assets III, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Contract dated May 19, 1986 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended**. Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on May 19, 1986 and that, assuming the exercise of all existing renewal terms by Tenant, will expire on May 18, 2026. Tenant shall have the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit C** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

2. **Rent and Escalation**. The Parties hereby acknowledge and agree that, as of the Effective Date, the rent payable from Tenant to Landlord under the Lease is and shall remain Seven Hundred Fifty and No/100 Dollars (\$750.00) per month (the "**Rent**"). Rent due under the Lease shall not increase or otherwise escalate during the term of the Lease, as amended by this Amendment. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant

to Landlord under the Lease and this Amendment shall be paid to **Payne County Commissioners Office**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.

3. **Landlord's Use of Tenant's Tower.** Subject to the terms of this Section, Tenant hereby grants to Landlord a non-exclusive license to install, maintain, and operate GPS and/or other radio equipment on Tenant's existing Guyed Tower on the Parent Parcel (the "**Tower**") for Landlord's communication purposes, such equipment being more particularly described on **Exhibit B**, attached hereto and by this reference made a part hereof. Notwithstanding the foregoing, the aforementioned license shall be subject to a determination by Tenant, in its reasonable discretion, that sufficient space exists on the Tower at the time Landlord submits a written request to install equipment thereon. Any such equipment to be installed on the Tower shall first be approved in writing by Tenant, which approval shall not be unreasonably withheld so long as the equipment complies with all applicable regulations and in no event shall approval be conditioned upon Tenant's receipt of consideration from Landlord. No person or entity other than Landlord or its successor or assign shall have the right to install, maintain, or operate the approved equipment or transmit or receive communications at the Leased Premises or on the Tower. Landlord shall be solely responsible for extending utilities to the Tower as necessary for the operation of its approved equipment. Landlord shall not construct, install, or operate any equipment or improvements on the Tower or within the Leased Premises other than those which are approved in writing by Tenant, nor shall Landlord alter the radio frequencies or operation of the approved equipment without Tenant's prior written consent. Landlord shall submit an application to Tenant for Tenant's review and written approval, utilizing Tenant's then current application form, to request the right to install, replace, or modify its approved equipment or alter the approved radio frequencies (such written approval, or notice to proceed, the "**NTP**"). Landlord shall not construct, install, or alter the approved equipment until Tenant issues to Landlord a NTP. Tenant shall issue a NTP only upon request from Landlord and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Landlord's application have been satisfied; (2) evidence that Landlord has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Tenant for the proposed equipment installation; (4) evidence that any party, other than the Tenant but including the Landlord, that will be performing the work are on Tenant's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Tenant naming Tenant as an additional insured; and (5) a construction schedule. Notwithstanding the foregoing, Landlord agrees that it shall provide to Tenant any other such documentation as may be deemed necessary by Tenant, in its reasonable discretion, to facilitate the approval of a NTP. Notwithstanding the foregoing, Landlord shall have the right to replace the approved equipment with equipment that is substantially similar to the approved equipment at Landlord's sole cost and expense. For purposes of this Section 3, substantially similar equipment shall be defined as equipment that is of similar weight, size, wind-sail, and purpose as the approved equipment. Landlord agrees that, should it desire to install equipment that is not substantially similar, Landlord shall be required to obtain Tenant's written consent. Landlord shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Leased Premises but shall have no financial obligation to Tenant therefor (rent, or any other payment to Tenant), except for any applicable governmental fees, utility costs or other expenses directly attributable to Landlord's use of Tenant's tower. Notwithstanding anything to the contrary in this Agreement, Landlord shall obtain advance permission from Tenant for any person or company to climb the Tower as necessary for the installation and maintenance of Landlord's equipment, which such permission shall not unreasonably be withheld. Landlord further agrees that its equipment and improvements on the Tower shall not cause radio frequency or any other type of interference with the operations of any other users of the Tower, (each, a "**Tower User**"). In the event that any modification or

change in the Landlord's approved equipment causes interference to any other then-existing use by any then-existing Tower User, then Tenant or the affected Tower User shall notify the Landlord in writing of such interference and if the Landlord is unable to either eliminate or reduce the interference to a level acceptable to the affected Tower User within a period of thirty (30) days after such written notice, Landlord agrees to cease all interfering operations from the Tower. Tenant agrees to insert comparable non-interference clauses into its agreements with other Tower Users, and Tenant agrees to preclude other Tower Users from interfering with the operation of the Landlord's approved equipment, as such approved equipment exists at the time Tenant enters into an agreement with another Tower User. Landlord shall at all times comply with all Applicable Law, as later defined herein, and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Lease. Applicable Law is defined as "all applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over the Leased Premises, tower, and approved equipment or affecting the rights and obligations of Tenant or Landlord under this Amendment, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA." Landlord and Tenant agree that Landlord shall be responsible for the cost of any structural analysis required by Tenant in its reasonable discretion, in connection with the installation or replacement of Landlord's equipment on the tower; Tenant covenants and agrees that it will provide notice to Landlord prior to undertaking any such analysis, thereby allowing Landlord an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the tower is not suitable for Landlord's equipment, Landlord and Tenant agree that the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Landlord's equipment shall be made to the Tower at the sole cost of Landlord.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in

the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: Payne County Commissioners, 315 W. 6th, Ste. 203, Stillwater, OK 74074-4080; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the

same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
12. **Taxes.** The Parties hereby agree that Section 10 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Payne County Board of County Commissioners
an Oklahoma political subdivision

Kent Bradley, Chairman

Date: _____

Zach Cavett, Member

Date: _____

Chris Reding, Member

Date: _____

ATTEST:

Glenna Craig

Payne County Clerk

Approved as to Form and Legality:

Assistant District Attorney

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

Global Tower Assets III, LLC
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

The Southeast Quarter (SE/4) of Section Seventeen (17), Township Nineteen (19) North, Range Three (3) East of the Indian Meridian, Payne County, Oklahoma

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

LANDLORD'S TOWER EQUIPMENT

**[THIS SPACE INTENTIONALLY LEFT BLANK TO BE REPLACED WITH A DESCRIPTION OF LANDLORD'S TOWER
EQUIPMENT]**

Customer Name: PAYNE COUNTY		ATC Asset Name: STILLWATER OK		ATC Asset #: 373793		
Customer Site Name: N/A			Customer Site #: N/A			
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 20.00'	Primary Contiguous Lease Area	L:2.00'	W:2.00'	H:	Sq. Ft: 4.00
	ATC Building		2.00'	2.00'	N/A	4.00
	Outside Primary Lease Area		N/A	N/A	N/A	Sq. Ft: 16.00
	Generator AREA		4.00'	4.00'	N/A	16.00
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size(gal): 15.0		Fuel Type: Diesel		Fuel Tank Setback(radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: Copper						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A		Quantity: N/A		TX Power(watts): N/A		ERP(watts): N/A
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	DIPOLE	DIPOLE	N/A	N/A	N/A	N/A
Manufacturer	Andrew	Andrew	N/A	N/A	N/A	N/A
Model #	DB224-FAA	DB224-FAA	N/A	N/A	N/A	N/A
Dimensions HxWxD	279" x 0" x 0"	279" x 0" x 0"	N/A	N/A	N/A	N/A
Weight(lbs.)	38.0	38.0	N/A	N/A	N/A	N/A
Location	Tower	Tower	N/A	N/A	N/A	N/A
RAD Center AGL	226.6'	111.6'	N/A	N/A	N/A	N/A
Antenna Tip Height	238.2'	123.2'	N/A	N/A	N/A	N/A
Antenna Base Height	215.0'	100.0'	N/A	N/A	N/A	N/A
Mount Type	Stand-Off	Stand-Off	N/A	N/A	N/A	N/A
Quantity	1	1	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	1	1	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
TX/RX Frequency Units	MHz	MHz	N/A	N/A	N/A	N/A
TX Frequency	159.1875	159.1875	N/A	N/A	N/A	N/A
RX Frequency	154.2125	154.2125	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	N/A	N/A	N/A	N/A
Antenna Gain	6	6	N/A	N/A	N/A	N/A
Total # of Lines	1	1	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
Line Type	Coax	Coax	N/A	N/A	N/A	N/A
Line Diameter Size	7/8" Coax	7/8" Coax	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anthony G. Puopolo II, Esq.
ATC Site No: 373793
ATC Site Name: Stillwater OK
Assessor's Parcel No(s): 600005634

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **Payne County Board of County Commissioners**, an Oklahoma political subdivision ("**Landlord**") and **Global Tower Assets III, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

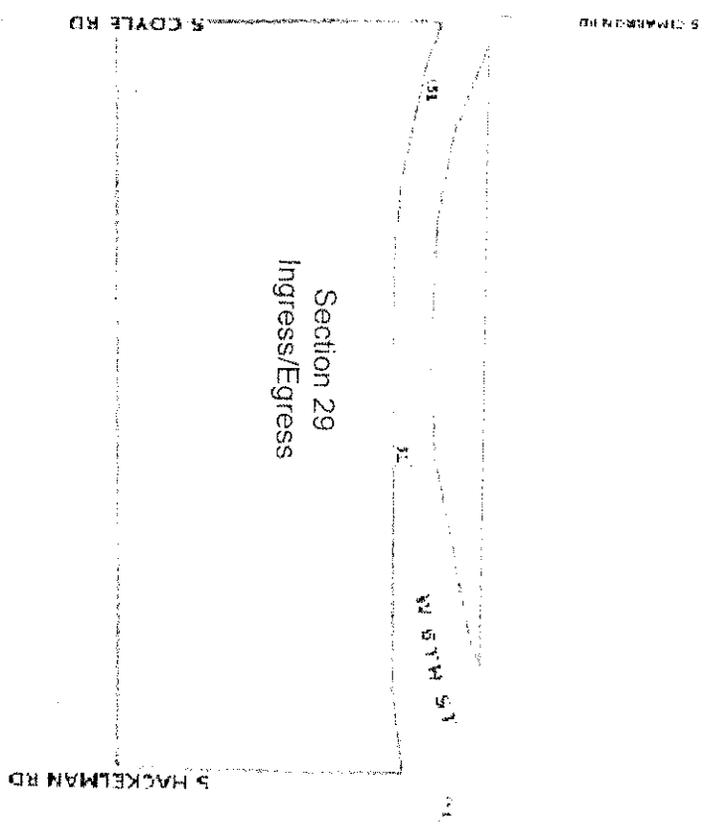
1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Contract dated May 19, 1986 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 18, 2066. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a limited right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: Payne County Commissioners, 315 W. 6th, Ste. 203, Stillwater, OK 74074-4080; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

SECTION 29

11



S HACKELMAN RD

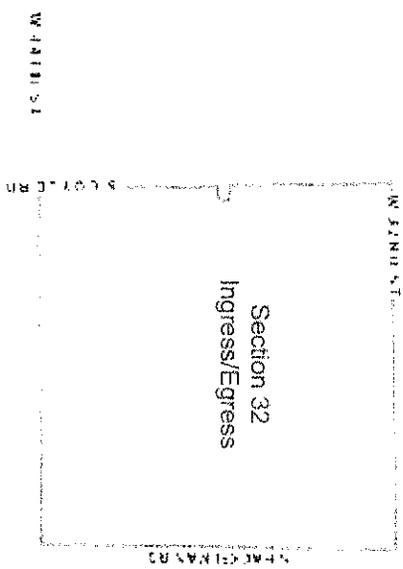
S COYLE RD

W 5TH ST

W 19TH ST

1 1/2" = 100'

3 MERCIAN RD



3 MERCIAN RD

Date: 7/7/2016
 Time: 3:37:12PM

Expense Verification Report

Batch Number: 000

PP	PO #	War #	Account	Dist	Vendor	Encumbered	Pay Amount	Adjustment	Comments	Invoices	Purpose
	000232	000001	01203941		COMMUNITY WORKS	730.20	730.20	0.00	POTTAWATOMIE JUNVENILE DETENTION JUNE 2016 "TW" 06/01/2016 - 06/30/2016		JUVENILE DETENTION
	000231	000002	01203941		COMMUNITY WORKS	292.08	292.08	0.00	CLEVELAND JUVENILE DETENTION JUNE 2016 "RB" 06/01/2016 - 06/09/2016 "DT" 06/01/2016 - 06/03/2016		JUVENILE DETENTION
	000233	000003	01342005		A T & T MOBILITY	210.35	210.35	0.00	ACCOUNT NO. 287263641417		MONTHLY SERVICE
	000243	000004	01202580		A T & T MOBILITY	25.42	25.42	0.00	ACCOUNT NO. 287250539580		MONTHLY SERVICE
	000244	000005	01362005		A T & T MOBILITY	224.70	224.70	0.00	ACCOUNT NO. 287250539580		MONTHLY SERVICE
	000196	000006	01092005ST		STILLWATER CHAMBER	219.75	219.75	0.00	INVOICE NO. 30544 PAYNE CO COOP EXT		PARTERNSHIP INVESTMENT
	000197	000007	01092005ST		STILLWATER NEWSPRESS	155.88	155.88	0.00	ACCOUNT NO. 34155 PAYNE CO EXTENSION SUBSCRIPTION RENEWAL		SUBSCRIPTION
	000214	000008	01042005		ROCIC	300.00	300.00	0.00	INVOICE NO. 0036375-IN ACCOUNT NO. 0002764 PAYNE COUNTY SHERIFF		SERVICE FEE
	000215	000009	01042005		KELLPRO, INC.	2,511.60	2,511.60	0.00	INVOICE NO. 00205667.0 PAYNE COUNTY SHERIFF		INVENTORY TRACKING SYSTEM

Preliminary Batch Pay
 July 11, 2016
 FY 16/17

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Expense Verification Report

Batch Number: 000

<u>PP</u>	<u>PO#</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	000216	000010	01042005		CHICKASAW	2,584.93	2,584.93	0.00	INVOICE NO. 10362635 ACCOUNT NO. 00035494-9		PHONE CHARGES
	000219	000011	01042005		A T & T MOBILITY	2,554.73	2,554.73	0.00	ACCOUNT NO. 827840780		UTILITIES
	000179	000012	01202580		STC/BUSINESS WORLD	123.36	123.36	0.00	INVOICE NO. 666465 ACCOUNT NO. PC09		CONTRACT BASE RATE
	000180	000013	01202580		CHICKASAW	1,423.43	1,423.43	0.00	INVOICE NO. 10363049 ACCOUNT NO. 00056263-4		UTILITY BILL
	000003	000014	01202580		NATL. ASSOC. OF COUNTIES	1,547.00	1,547.00	0.00	INVOICE NO. 137844		MEMBERSHIP
	000012	000015	01202580		FALCO ALARM CO., INC.	360.00	360.00	0.00	INVOICE NO. 81127		ANNUAL MONITOR
	000013	000016	01202580		CUMMINS ALLISON CORP.	324.00	324.00	0.00	INVOICE NO. 1267617 CUSTOMER NO. 82395		PARTS AND LABOR
	000099	000017	01202580		KELLPRO, INC.	1,294.80	1,294.80	0.00	INVOICE NO. 00205665.1 PAYNE COUNTY DISTRICT 2		INVENTORY TRACKING SYSTEM
	000100	000018	01202005		OKLA. EMPLOYMENT	2,167.57	2,148.02	-19.55	ACCOUNT NO. 81-1566763 PAYNE COUNTY 2015 LAST QUARTER T BOLTON		UNEMPLOYME NT
	000192	000019	01102005		KELLPRO, INC.	6,734.00	6,734.00	0.00	INVOICE NO. 00205661.0 PAYNE COUNTY CLERK		KELLPRO SYSTEM
	000269	000020	01023030		RELX INC, DBA LEXIS NEXIS	85.00	85.00	0.00	INVOICE NO. 3090600856 ACCOUNT NO. 424TZBLXQ		SUBSCRIPTION

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<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	000246	000021	01202580		ASSOC. OF COUNTY	4,500.00	4,500.00	0.00	INVOICE NO. 22244		DUES
	000247	000022	01023030		THOMSON REUTERS - WEST, PAYMENT CENTER	677.00	677.00	0.00	ACCOUNT NO. 1000156007 PAYNE COUNTY DISTRICT ATTORNEY		SEARCH AND SEIZURE
	000006	000023	01202005		BUSSELL PEST CONTROL	100.00	100.00	0.00	SPRAY COURTHOUSE JULY 2016		INTERIOR SPRAY
	000007	000024	01202580		BUSSELL PEST CONTROL	75.00	75.00	0.00	SPRAY FOR ADMIN BLDG JULY 2016		INTERIOR SPRAY
Totals for COUNTY GENERAL						<u>\$29,220.80</u>	<u>\$29,201.25</u>	<u>-19.55</u>			
	000234	000001	02802001		A T & T MOBILITY	117.64	117.64	0.00	ACCOUNT NO. 287246433415		MONTHLY SERVICE
	000249	000002	02802003		A T & T MOBILITY	103.44	103.44	0.00	ACCOUNT NO. 287262065402		UTILITIES
Totals for HIGHWAY CASH						<u>\$221.08</u>	<u>\$221.08</u>	<u>0.00</u>			
	000181	000001	08882005		OTIS ELEVATOR COMPANY	106.82	106.82	0.00	INVOICE NO. TO65040716 CUSTOMER NO. 422236		EQUIPMENT MAINTENANC E
	000183	000002	08882005		A AND M STORAGE LLC	70.00	70.00	0.00	PAYNE COUNTY HEALTH DEPARTMENT UNIT NO. 00D12 JULY 2016		STORAGE
	000184	000003	08882005		STILLWATER NEWSPRESS	155.88	155.88	0.00	ACCOUNT NO. 11483 PAYNE COUNTY HEALTH DEPARTMENT 1 YEAR SUBSCRIPTION		NOTICE TO BIDDERS

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<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	000185	000004	08882005		FALCO ALARM CO., INC.	360.00	360.00	0.00	INVOICE NO. 81456 PAYNE COUNTY HEALTH DEPARTMENT CUSHING		MONITORING SERVICES
	000186	000005	08882005		FALCO ALARM CO., INC.	183.00	183.00	0.00	PAYNE COUNTY HEALTH DEPARTMENT INVOICE NO. 81875 CUSHING JULY/AUGUST/SEP TEMBER INVOICE NO. 81876; 81877 STILLWATER		MONITORING SERVICES
	000270	000006	08882005		PITNEY BOWES	151.95	151.95	0.00	INVOICE NO. 3300713925 ACCOUNT NO. 0017305700		LEASING/MAIN TENANCE
	000271	000007	08882005		STC/BUSINESS WORLD	324.88	324.88	0.00	INVOICE NO. 667014 ACCOUNT NO. 915		EQUIPMENT MAINTENANC E
	000182	000008	08882005		ALLIANCE MAINTENANCE, INC.	1,975.00	1,975.00	0.00	INVOICE NO. 82901 ACCOUNT CODE: ALC-PAYNE CO HEALTH		JANITORIAL SERVICES
Totals for HEALTH DEPARTMENT						\$3,327.53	\$3,327.53	0.00			
	000223	000001	09043910		US FLEET TRACKING	9,588.00	9,588.00	0.00	INVOICE NO. 154753 PAYNE COUNTY SHERIFF		MONTHLY SERVICE
Totals for SHERIFF SERVICE FEE						\$9,588.00	\$9,588.00	0.00			
	000235	000001	12023910		PERKINS POLICE DEPT.	782.58	782.58	0.00	*** DO NOT MAIL CHECK ***		FORFEITURE PROCEEDS
	000237	000002	12023910		PAYNE CO. COURT CLERK	3,156.85	3,156.85	0.00	*** DO NOT MAIL CHECK ***		FORFEITURE FILING

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	000239	000003	12023910		STILLWATER POLICE DEPT.	59.50	59.50	0.00	*** DO NOT MAIL CHECK ***		FORFEITURE PROCEEDS
	000241	000004	12023910		STILLWATER POLICE DEPT.	407.50	407.50	0.00	*** DO NOT MAIL CHECK ***		FORFEITURE PROCEEDS
Totals for REVOLVING FORFEITURE						<u>\$4,406.43</u>	<u>\$4,406.43</u>	<u>0.00</u>			
	000104	000001	13103910		QUALITY WATER SERVICES	35.00	35.00	0.00	INVOICE NO. 1321130 PAYNE COUNTY CLERK		JULY BLANKET
Totals for MECHANIC LIEN FEE						<u>\$35.00</u>	<u>\$35.00</u>	<u>0.00</u>			
	000222	000001	15043910		OKLA. SHERIFFS ASSOCIATION	1,000.00	1,000.00	0.00	2016 OSA ANNUAL TRAINING CONFERENCE REGISTRATION R HAUF; K WOODWARD; R LANE; R MASON; B MYERS; N MYERS; C NIXON; PISTOL MATCH REGISTRATION R LANE; C NIXON; B MYERS; N MYERS		REGISTRATIO N
Totals for SHERIFF TRAINING						<u>\$1,000.00</u>	<u>\$1,000.00</u>	<u>0.00</u>			
	000188	000001	22842005		JUVO WEB SOLUTIONS LLC	810.00	810.00	0.00	---DO NOT MAIL---		WEBSITE
	000210	000002	22842005		CHICKASAW	680.00	680.00	0.00	INVOICE NO. 16030303 INVOICE NO. 10363042 ACCOUNT NO. 00052935-9 PAYNE COUNTY EXPO CENTER		INTERNET SERVICES

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<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	000211	000003	22842005		PITNEY BOWES, INC	180.00	180.00	0.00	INVOICE NO. 1000925162 ACCOUNT NO. 0015250491		MACHINE RENTAL
	000187	000004	22842005		STILLWATER CHAMBER	293.00	293.00	0.00	INVOICE NO. 30538 PAYNE COUNTY EXPO		PARTNERSHIP INVESTMENT
	000253	000005	22842005		REPUBLIC SERVICES # 789	638.38	638.38	0.00	INVOICE NO. 0789-000224087 ACCOUNT NO. 3-0789-0005402 PAYNE COUNTY EXPO		TRASH SERVICES
Totals for FAIRBOARD CASH						<u>\$2,601.38</u>	<u>\$2,601.38</u>	<u>0.00</u>			
	000220	000001	30042005		A T & T MOBILITY	818.45	818.45	0.00	ACCOUNT NO. 287231955096		CELL PHONE
	000221	000002	30042005		FIFTY ONE EAST WATER DISTRICT	386.11	386.11	0.00	ACCOUNT NO. 134251 PAYNE COUNTY SHERIFF		WATER
	000217	000003	30041310		NOYES, MARVIN	15.00	15.00	0.00	*** DO NOT MAIL CHECK ***		REPAIR TIRE
	000268	000004	30042005		RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING	27.56	27.56	0.00	INVOICE NO. 05907 ACCOUNT NO. 603220 2020 22562003 PAYNE COUNTY SHERIFF		SUPPLIES
Totals for JAIL OPERATION & MAINTENANCE						<u>\$1,247.12</u>	<u>\$1,247.12</u>	<u>0.00</u>			
	000193	000001	49103910		BANCFIRST	90.00	90.00	0.00	BOX NUMBER 01774 PAYNE COUNTY CLERK		SAFE DEPOSIT BOX RENTAL
Totals for CLERK R M & P						<u>\$90.00</u>	<u>\$90.00</u>	<u>0.00</u>			

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 Time: 3:37:12PM

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<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	000229	000001	51203100		A T & T	565.22	565.22	0.00	ACCOUNT NO. 410 072 1912 912		MONTHLY SERVICE
	000228	000002	51203100		A T & T	565.22	565.22	0.00	ACCOUNT NO. 410 072 1913 913		MONTHLY SERVICE
	000230	000003	51203100		PIONEER TELEPHONE COOPERATIVE	67.43	67.43	0.00	ACCOUNT NO. PTCS000932 3		MONTHLY SERVICE
	000242	000004	51203100		A T & T	352.92	352.92	0.00	ACCOUNT NO. 405 103-0000 876 0		MONTHLY SERVICE
	000245	000005	51203100		A T & T	565.22	565.22	0.00	ACCOUNT NO. 410 07201909 909		MONTHLY SERVICE
Totals for E 911						<u>\$2,116.01</u>	<u>\$2,116.01</u>	<u>0.00</u>			
	000236	000001	65023910		PAYNE CO. DISTRICT ATTORNEY	4,722.00	4,722.00	0.00	*** DO NOT MAIL CHECK ***		FORFEITURE PROCEEDS
	000238	000002	65023910		PAYNE CO. DISTRICT ATTORNEY	119.00	119.00	0.00	*** DO NOT MAIL CHECK ***		FORFEITURE PROCEEDS
	000240	000003	65023910		PAYNE CO. DISTRICT ATTORNEY	815.00	815.00	0.00	*** DO NOT MAIL CHECK ***		FORFEITURE PROCEEDS
Totals for DISTRICT ATTORNEY SEIZURE						<u>\$5,656.00</u>	<u>\$5,656.00</u>	<u>0.00</u>			
Grand Totals:						<u>\$59,509.35</u>	<u>\$59,489.80</u>	<u>-19.55</u>			

Date: 7/7/2016
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Expense Verification Report

Batch Number: 125

PP	PO #	War #	Account	Dist	Vendor	Encumbered	Pay Amount	Adjustment	Comments	Invoices	Purpose
	005997	005166	01842005ST		WIN WHOLESALE COMMERCIAL	300.00	236.37	-63.63	INVOICE NO.241876-00; 241915-00; 241916-00; ACCOUNT NO. 67500 PAYNE COUNTY		MAY BLANKET
	006940	005167	01342005		GENERAL WIRELESS OPERATIONS, INC., dba RADIOSHACK	402.00	226.91	-175.09	INVOICE NO. 013991 ACCOUNT NO. 00003519060637 - LESS THE SALES TAX; DO NOT PAY TAXES		CABLES
	006977	005168	01022005		LD PRINTER & OFFICE SUPPLIES	82.41	82.41	0.00	INVOICE NO. SIP-004910078		TONER
	006540	005169	01022005		FENTON OFFICE MART	500.00	60.48	-439.52	INVOICE NO. 324451-0; 324410-0 PAYNE CO DIST ATTY ACCOUNT NO. 11212		JUNE BLANKET
	007108	005170	01944005ST-3/		W L CONSTRUCTION SUPPLY LLC	419.99	419.99	0.00	INVOICE NO. 9580		BLADES
	007107	005171	01944005ST-3/		PERKINS BUILDERS SUPPLY, INC.	119.56	119.56	0.00	INVOICE NO. 209262 RIPLEY FIRE DEPT		SUPPLIES
	006627	005172	01042005		A & B ECO-SAFE	50.00	50.00	0.00	INVOICE NO. 56355 PAYNE CO SHERIFF		JUNE BLANKET
	006700	005173	01202580		M POWER INC.	150.00	150.00	0.00	INVOICE NO. 17682 PAYNE CO ADMIN		CLEANING SERVICES
	006699	005174	01202005		M POWER INC.	75.00	75.00	0.00	INVOICE NO. 17683 PAYNE CO COURTHOUSE		CLEANING SERVICES

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 July 11, 2016
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 Time: 3:25:45PM

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Batch Number: 125

<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
006580	005175	01914005ST-1/			NAPA AUTO PARTS	750.00	47.10	-702.90	ACCOUNT NO. 17250 INVOICE NO. 069055 (CREDIT); 081916 GLENCOE FIRE DEPT		JUNE BLANKET
006506	005176	01042005			SIGNS NOW	15.75	47.25	31.50	INVOICE NO. 28604 PAYNE CO SHERIFF		NUMBERS
006630	005177	01042005			B & C BUSINESS PRODUCTS, INC.	600.00	395.88	-204.12	INVOICE NO. 0461073-001 PAYNE CO SHERIFF		JUNE BLANKET
006620	005178	01842005ST			FLECK BEARING CO., INC.	100.00	122.60	22.60	INVOICE NO. 23050165-01; 23050261-01 PAYNE COUNTY EXPO		JUNE BLANKET
007096	005179	01022005			STC/BUSINESS WORLD	80.00	77.95	-2.05	INVOICE NO. 667011 ACCOUNT NO. 913		PAYMENT
007097	005180	01022005			STC/BUSINESS WORLD	125.00	57.26	-67.74	INVOICE NO. 667203 ACCOUNT NO. 913		PAYMENT
006558	005181	01162005			MERRIFIELD OFFICE SUPPLY	100.00	33.36	-66.64	INVOICE NO. 0096635-001 ACCOUNT NO. 401987-01		JUNE BLANKET
006555	005182	01172005			OAKES SERVICE CENTER	100.00	63.00	-37.00	INVOICE NO. 34363; 21310 PAYNE COUNTY ASSESSOR		JUNE BLANKET
006556	005183	01162005			QUALITY WATER SERVICES	35.00	35.00	0.00	INVOICE NO. 1313697 ACCOUNT NO. 301639 PAYNE COUNTY ASSESSOR		JUNE BLANKET

Date: 7/7/2016
 Time: 3:25:45PM

Expense Verification Report

Batch Number: 125

<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	006963	005184	01342005		CASCO INDUSTRIES INC	758.00	730.00	-28.00	INVOICE NO. 170858 PAYNE CO EM MGMT		PANTS
Totals for COUNTY GENERAL						<u>\$4,762.71</u>	<u>\$3,030.12</u>	<u>-1,732.59</u>			
	006740	001819	02802101		CENTRAL PLAINS CEMENT CO	190,755.00	29,584.81	0.00	CREDIT INVOICE NO. 36503 INVOICE NO. 36503 PAYNE COUNTY DIST 1		ROAD PROJECT
	005689	001820	02801313		HOLIDAY INN EXPRESS	189.00	89.00	-100.00	ROOM NO. 9008 PAYNE COUNTY GUEST: R MARKUM		TRAVEL
	006571	001821	02802003		UNIFIRST	1,200.00	890.35	-309.65	INVOICE NO. 843 1531772; 843 1532519; 843 1533298; 843 1534032; 843 1534786		JUNE BLANKET
	006997	001822	02802103		T & C ASPHALT	900.00	900.00	0.00	INVOICE NO. 529 PAYNE COUNTY DISTRICT 3		COLD PATCH MATERIAL
	006570	001823	02802003		STILLWATER STEEL AND	400.00	53.36	-346.64	INVOICE NO. 136371 PAYNE CO DIST 3		JUNE BLANKET
	006921	001824	02802003		POWER BRAKE DRIVETRAIN	960.00	952.24	-7.76	INVOICE NO. 115392		CYLINDERS
	006492	001825	02802003		B & L HEAT & AIR	150.00	75.00	-75.00	INVOICE NO. 93896 PAYNE CO DIST 3		SERVICE FOR AC
	006563	001826	02802003		FRANKS DIESEL	1,000.00	65.00	-935.00	INVOICE NO. 118474 PAYNE CO DIST 3		JUNE BLANKET
	006572	001827	02802003		RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING	300.00	107.90	-192.10	ACCOUNT NO. 6032 2020 0001 5413 INVOICE NL 00273; 02865		JUNE BLANKET

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Expense Verification Report

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	006564	001828	02802003		MERRIFIELD OFFICE SUPPLY	100.00	39.96	-60.04	ACCOUNT NO. 405467-01 INVOICE NO. 0097928-001; 0098128-001		JUNE BLANKET
Totals for HIGHWAY CASH						<u>\$195,954.00</u>	<u>\$32,757.62</u>	<u>-2,026.19</u>			
	006639	000050	05043910		EARTHGRAINS BAKING CO. INC.	3,000.00	2,743.20	-256.80	INVOICE NO. 54347910067; 54347910023; 54347909993; 54347909916; 54347909947; 54347909871; 54347909837; 54347909777543479 09811		JUNE BLANKET
	006632	000051	05043910		BEN E. KEITH OKLAHOMA	8,000.00	5,549.75	-2,450.25	INVOICE NO. 63135055; 63142381; 63150053; 63157501; CUSTOMER NO. 747969		JUNE BLANKET
	006087	000052	05043910		FOCUS INSTITUTE OF STILLWATER LLC.	300.00	210.00	-90.00	INVOICE NO. 606 PAYNE CO SHERIFF		MAY BLANKET
Totals for BOARD OF PRISONERS						<u>\$11,300.00</u>	<u>\$8,502.95</u>	<u>-2,797.05</u>			
	006069	000561	08882005		TERRITORY TERMITE & PEST CONTROL	300.00	300.00	0.00	INVOICE NO. 8372		MAY BLANKET
Totals for HEALTH DEPARTMENT						<u>\$300.00</u>	<u>\$300.00</u>	<u>0.00</u>			
	006650	000398	09043910		STILLWATER MILL AGRI CENTER	500.00	100.95	-399.05	INVOICE NO. 222895; 222386		JUNE BLANKET
	006648	000399	09043910		STAPLES BUSINESS ADVANTAGE	800.00	582.31	-217.69	INVOICE NO. 32328; 31915; 28803 ACCOUNT NO. 6035 5178 2010 4049		JUNE BLANKET

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Expense Verification Report

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	006631	000400	09043910		BEST BUY BUSINESS ADVANTAGE	500.00	19.99	-480.01	CUSTOMER NO. 69731 INVOICE NO. 2312166		JUNE BLANKET
									*** DO NOT PAY SALES TAX *** (\$1.76)		
	006645	000401	09043910		OKLA. STATE UNIVERSITY	500.00	160.38	-339.62	INVOICE NO. W0100885		JUNE BLANKET
	006643	000402	09043910		LOWE S COMPANIES, INC.	1,000.00	63.64	-936.36	ACCOUNT NO. 9900 152119 7 INVOICE NO. 912962; 911435		JUNE BLANKET
	006646	000403	09043910		QUALITY CUSTOM UPFITTERS	1,500.00	95.28	-1,404.72	INVOICE NO. 1333 PAYNE CO SHERIFF		JUNE BLANKET
	006633	000404	09043910		BOB HOWARD DODGE	1,000.00	494.20	-505.80	INVOICE NO. 4369034; 4304716; 4250199 ACCOUNT NO. 441648 PAYNE CO SHERIFF		JUNE BLANKET
	006629	000405	09043910		AAP FINANCIAL SERVICES	1,000.00	143.53	-856.47	INVOICE NO. 2824; 2850; 8443; 8805; 9057; 8713; 3511; 3512		JUNE BLANKET
					Totals for SHERIFF SERVICE FEE	\$6,800.00	\$1,660.28	-5,139.72			
	007089	000320	22842005		FLECK BEARING CO., INC.	31.80	31.80	0.00	INVOICE NO. 23050298-01		BELTS
					Totals for FAIRBOARD CASH	\$31.80	\$31.80	0.00			

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Expense Verification Report

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<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
006654	000802	30042005			WIN WHOLESALE COMMERCIAL	600.00	101.21	-498.79	INVOICE NO. 261170-00; 242457-00 CUSTOMER ACCOUNT NO. 67500		JUNE BLANKET
006628	000803	30042005			A & B ECO-SAFE	200.00	200.00	0.00	INVOICE NO. 56354 PAYNE CO SHERIFF		JUNE BLANKET
006796	000804	30042005			QUALITY WATER SERVICES	344.75	321.50	-23.25	ACCOUNT NO. 302164		SALT BAGS
006647	000805	30042005			QUALITY WATER SERVICES	300.00	194.80	-105.20	TICKET NO. 1317329; 1320347;		JUNE BLANKET
Totals for JAIL OPERATION & MAINTENANCE						<u>\$1,444.75</u>	<u>\$817.51</u>	<u>-627.24</u>			
006532	000061	36042005			STAPLES	300.00	78.97	-221.03	INVOICE NO. 33137 ACCOUNT NO. 6035 5178 2010 4049		JUNE BLANKET
Totals for SOLID WASTE						<u>\$300.00</u>	<u>\$78.97</u>	<u>-221.03</u>			
Grand Totals:						<u>\$220,893.26</u>	<u>\$47,179.25</u>	<u>-12,543.82</u>			

Sales Tax : 3/8 cent Effective 1-1-04 expires 12-31-08							RENEWED - EXPIRES 12-31-2018			
2015-2016	HIGHWAY	EXTENSION	FAIRBOARD	GENERAL	Fire	Total	RECEIPT			
								Compared		
								to Prior FY		
								to Prior FY		
Collections reported	53%	7%	20%	15%	5%	100%				
July Collection Receipt 63	\$ 211,973.09	\$ 27,996.45	\$ 79,989.85	\$ 59,992.38	\$ 19,997.46	\$ 399,949.23	\$ 399,949.23	\$ 487,403.45	-18%	
August Collection Receipt 218	\$ 193,615.56	\$ 25,571.87	\$ 73,062.47	\$ 54,796.86	\$ 18,265.62	\$ 365,312.37	\$ 365,312.37	\$ 426,539.90	-14%	
Sep-15	\$ 193,039.73	\$ 25,495.81	\$ 72,845.18	\$ 54,633.89	\$ 18,211.30	\$ 364,225.91	\$ 364,225.91	\$ 409,202.89	-11%	
Oct-15	\$ 228,480.68	\$ 30,176.69	\$ 86,219.12	\$ 64,664.34	\$ 21,554.78	\$ 431,095.62	\$ 431,095.62	\$ 475,287.17	-9%	
Nov-15	\$ 205,007.29	\$ 27,076.43	\$ 77,361.24	\$ 58,020.93	\$ 19,340.31	\$ 386,806.20	\$ 386,806.20	\$ 421,931.74	-8%	
Dec-15	\$ 213,549.56	\$ 28,204.66	\$ 80,584.74	\$ 60,438.55	\$ 20,146.18	\$ 402,923.69	\$ 402,923.69	\$ 457,684.44	-12%	
Jan-16	\$ 206,399.26	\$ 27,260.28	\$ 77,886.51	\$ 58,414.88	\$ 19,471.63	\$ 389,432.56	\$ 389,432.56	\$ 421,029.92	-8%	
Feb-16	\$ 187,174.25	\$ 24,721.13	\$ 70,631.79	\$ 52,973.85	\$ 17,657.95	\$ 353,158.97	\$ 353,158.97	\$ 441,997.11	-20%	
Mar-16	\$ 190,237.01	\$ 25,125.64	\$ 71,787.55	\$ 53,840.66	\$ 17,946.89	\$ 358,937.75	\$ 358,937.75	\$ 413,020.05	-13%	
Apr-16	\$ 185,993.60	\$ 24,565.19	\$ 70,186.27	\$ 52,639.70	\$ 17,546.57	\$ 350,931.33	\$ 350,931.33	\$ 357,650.27	-2%	
May-16	\$ 187,394.34	\$ 24,750.20	\$ 70,714.84	\$ 53,036.13	\$ 17,678.71	\$ 353,574.22	\$ 353,574.22	\$ 368,633.80	-4%	
Jun-16	\$ 186,050.46	\$ 24,572.70	\$ 70,207.72	\$ 52,655.79	\$ 17,551.93	\$ 351,038.60	\$ 351,038.60	\$ 368,692.35	-5%	
Collection to date	\$ 2,388,914.82	\$ 315,517.05	\$ 901,477.29	\$ 676,107.97	\$ 225,369.32	\$ 4,507,386.45	\$ 4,507,386.45	\$ 5,049,073.09	-11%	
Warrants Issued	\$ 637,728.67	\$ 284,508.91	\$ 1,038,087.34	\$ 522,781.64	\$ 600,553.12	\$ -	\$ -			
Outstanding P.O's	\$ -	\$ 2,162.50	\$ 561,559.57	\$ -	\$ 225,983.14	\$ -	\$ -			
Transfers										
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Cash Balance	\$ 1,751,186.15	\$ 28,845.64	\$ (698,169.62)	\$ 153,326.33	\$ (601,166.94)	\$ 4,507,386.45				
Totals do not include Carry over!										

(PCEE) Monthly Report: Officer Clint Costoe, Date 07/01/2016

Date Beginning Wednesday, 06/01/2016 to Thursday, 06/30/2016

Month—Year to date

June - 2016

Week Number	1	2	3	4	5	6	Monthly Totals			
							TC#1	TC#2	TC#3	
<u>[Calls for Service]</u>										
CSW Hours							0	23	73	96 - 213 1/2
<u>[SIGNS FOUND]</u>										
Street							0	2	0	2 - 264
Stop							0	3	0	3 - 21
Other							0	0	0	0 - 19
Poles							0	2	0	2 - 192
<u>[SIGNS MADE]</u>										
Street							0	0	0	0 - 492
Stop							0	0	0	0 - 0
Other							0	0	1	1 - 1
Bridge Markers							0	0	0	0 - 0
<u>[SIGNS INSTALLED]</u>										
Street							0	2	2	4 - 530
Stop							0	1	0	1 - 10
Other							0	0	0	0 - 11
Poles							0	2	1	3 - 295
Bridge Markers							0	12	36	48 - 80
<u>[DUMPS]</u>										
Investigated							28	14	46	88 - 955
Cleaned							28	14	46	88 - 955
<u>[LOADS OF]</u>										
H.H. Trash							1 3/4	3/4	3/2	6 - 96 3/4
Car Parts/Tires							1/4	1/4	1	1 1/2 - 13
Scrap Metals							1/4	3/4	1	2 - 13 3/4
Brush/Wood							3 1/4	1 3/4	3/4	5 3/4 - 26 1/2
Poly/Alum. Etc.							0	0	500'	500' - 37354'
<u>[VIOLATIONS]</u>										
Charges							0	0	0	0 - 12
#-People Charged							0	0	0	0 - 13
Warnings							0	0	0	0 - 5
Clean up Fee's							0	0	0	0 - 3,203.58
<u>[OTHER "CFS"]</u>										
Follow up							134	343	400	877 - 12,954

(PCEE) Monthly Report: (Continued)

Month-Year to date

<u>Week Number</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>TC#1</u>	<u>TC#2</u>	<u>TC#3</u>	<u>Sum - 2016</u>
Officer Initiated							960	446	216	1622-13,669
Training Hours							0	2 1/2	13	15 1/2 - 86 1/2
Agency Assists							2	20	32	54 - 618
Trim Bridges, etc.							0	7	18	25 - 140
Trim Intersections							0	5	4	9 - 66
Road Hazards Fixed							0	18	12	30 - 427
[HOURS: MOW, TRIM, CLEAN]										
Expo Center							0	0	0	0 - 87 1/4
D-1 Dump Station							0	1/4	0	1/4 - 13 1/4
D-2 Grounds							0	0	0	0 - 0
D-3 Dump Station							0	1	0	1 - 13
[REPORTS WRITTEN]										
Other							92	106	59	257 - 3460
Criminal							0	0	0	0 - 53
Affidavit							0	0	0	0 - 12
Officer Information							1	1	1	3 - 52
Calls for Service							1104	789	349	2242 - 26356

Claims: Week-1-\$ _____, 2-\$ _____, 3-\$ _____, 4-\$ _____, 5-\$ _____
 6-\$ _____ = Weekly Claim Total: \$ 1575.59

[This Month Claims Filed]

[Yearly Total to Date]

Crim. Clean up Fee \$	<u>0</u>	\$	<u>3203.58</u>
ACCO Dumps \$	<u>1575.59</u>	\$	<u>11,766.48</u>
Oil-Poly/Aluminum \$	<u>0</u>	\$	<u>0</u>
Road Sign Damage \$	<u>0</u>	\$	<u>631.18</u>
Other Claim \$	<u>0</u>	\$	<u>0</u>
CLAIM TOTALS \$	<u>1575.59</u>	TOTAL \$	<u>14,122.09</u>

Comments:

PCEE Officer , Date 07/01/2016
 Revised: 06/06/2016

VIII D. 3.



Payne County Sheriff's Office
Sheriff R.B. Hauf

606 S. Husband, Room 106

Stillwater, OK 74074

Phone: 405-372-4522 Fax: 405-372-1440

7/1/2016

Dear Payne County Commissioners,

I would like to provide you with the following information:

Cost of food for the jail for the month of **June**
Was **\$18,974.90**

\$10,681.95 Sysco Foods

\$5,549.75 Ben E. Keith Foods

\$ 2,743.20 Earthgrains

Please contact me with any questions the Commission may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "R.B. Hauf".

R.B. Hauf, Sheriff