

DEED OF DEDICATION AND BILL OF ASSURANCE

STATE OF OKLAHOMA

SS:

COUNTY OF MAYES.

KNOW ALL MEN BY THESE PRESENTS:

That E. E. Craig of Mayes County, Oklahoma, being the only person interested in the ownership of the following described land, or real estate, to-wit:

D E S C R I P T I O N

A part of the South one-half of the Northeast Quarter of Section 10, T 21 North, R 20 E of the Indian Base and Meridian, in Mayes County, Oklahoma, more particularly described as follows:

All of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and all that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  lying east of the following described line: Beginning at a point in the South boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  625 feet West of the Southeast corner thereof, thence N 14° 02' 21" W a distance of 368.86 feet to a point, thence North parallel to the East boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 339 feet to a point, thence N 14° 02' 21" W a distance of 689.3 feet to a point on the North boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , said point being 625 feet West of the Northeast corner thereof. All that part of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  described as follows: Beginning at the Southeast corner of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$ , thence N 14° 02' 21" W a distance of 494.81 feet to a point, thence Westerly and parallel to the North line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 370.60 feet to a point, thence S 29° 01' 52" E a distance of 510.9 feet to a point, thence Easterly along the South line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 215 feet to a point and place of beginning. The total acreage in the above described tracts is 64.55 acres.

I hereby certify that I have caused the above described land to be surveyed into LOTS, BLOCKS, AND ROADS, in conformity to the approved plat which I hereby adopt as the official plat of the tract of land herein described under the name "TRACTS SUBDIVISION" and hereby reserve the roads on said plat for the benefit of the owners of lots in the subdivision.

The undersigned, being desirous of establishing a uniform system of development of said property and preserving the character thereof as residential property, do hereby declare and establish the following restrictions, conditions and protective covenants, which shall be and are hereby made for the use and benefit

of each and every person acquiring the title to any interest in any of the above described property, to wit:

1. The premises are conveyed and shall be used exclusively for residential purposes, except as those lots designated as business or commercial lots of the plan.
2. Wood structures of all buildings erected on the lot herein conveyed shall be located on lots of this property as shown on the plan.
3. All structures of any character placed on the lot herein conveyed shall be of a permanent nature and shall be subject to the provisions of the plan.
4. No other side lot shall be allowed on the property herein conveyed nor on any of the property constituting the subdivision as shown by the attached plan.
5. No person shall be permitted to enter the lot. All structures erected shall comply with local and state health laws.
6. There shall not be built on the said property any porch or projection exceeding more than fifteen (15) feet from the lot line thereof. The (15) feet from the property line of any structure shall be as follows:
7. The seller reserves to himself and assigns the right to install and service electric lines, telephone lines, gas and water pipes, sewer and storm sewers and all lots, streets, right-of-way, drainage or sewerage or the right to license or permit the same to be done.
8. There shall not be built on the lot herein conveyed any structure having less than 750 square feet of floor space.
9. The seller reserves to himself and assigns the right to locate and install drains where necessary, and to cause or to permit the same to be done, and to cause or to permit the same to be done, and to cause or to permit the same to be done, and to cause or to permit the same to be done.
10. No noxious or offensive trade or activity shall be carried on on any lot, nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood.
11. There shall not be built on the lot herein conveyed any structure which shall be used for the purpose of manufacturing, business, or other purpose not permitted by the plan.

to or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall then be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Any invalidation of any of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

/s/ E. E. Craig  
E. E. Craig

Before me, The undersigned, a Notary Public in and for said County and State aforesaid, on the 12th day of Jan., 1965, personally appeared E. E. Craig, to me known to be the identical person who executed the above and foregoing instrument and who have acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and seal of this office the day and year last written.

My commission expires:  
Feb. 19, 1965.

(Seal)

Mary Carselovey  
Notary Public

### SURVEYOR'S CERTIFICATE

I, the undersigned, hereby certify that the annexed plat of Survey of the above described land is the correct and true copy of the original survey of said land as shown by my map, plan and that all monuments shown herein exist in perfect condition.

Dated Jan. 12, 1965.

(Seal)

/s/ Grover Hobbs  
Grover Hobbs  
County Surveyor

CITY OF OKLAHOMA )  
COUNTY OF WAGONER )

Before me, the undersigned, a Notary Public in and for said County and State, on the 12 day of Jan. 1965, personally appeared

Groves United, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same of his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:  
Feb. 10, 1965.

MARY CARPENTARY  
(Notary Public Seal)

#### CERTIFICATE OF COUNTY TREASURER

I, Bob Chambers, County Treasurer of Mayes County, Oklahoma, do hereby certify that I have examined the records pertaining to ad valorem taxes on the land described herein and find all ad valorem taxes have been paid for the year of 1964 and prior years.

This 12 day of Jan. 1965.

(Seal)

BOB CHAMBERS  
County Treasurer

#### CERTIFICATE OF BONDED ABSTRACTOR

THE UNDERSIGNED, a duly qualified and bonded abstractor of titles in and for Mayes County, State of Oklahoma, hereby certify that the records of Mayes County, State of Oklahoma, show that title to the lands shown in the attached plat of GRAND VALLEY ABSTRACT COMPANY is vested in R. B. Smith and that on the 12th day of January, 1965, there are no pending pending or judgments of any nature in law or equity, or on file with the clerk of any court in said county and State against said lands or the owner thereof that are due and unpaid, and that the same are paid for the year of 1964 and all prior years, and that there are no tax liens recorded, so far as said given against the owner that are due and unpaid, and there are no mortgages, liens or encumbrances of any kind against said lands.

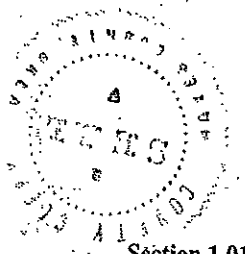
Attest: (Seal)  
Dorothy Slater Wilburn,

GRAND VALLEY ABSTRACT COMPANY  
By: Evelyn Fox, Acting Manager  
Abstractor

Filed January 12th, 1965, at 11:00 o'clock A. M. and Recorded in Book 273, at Page 223, Records of the County Clerk's Office, Mayes County, Oklahoma.

The undersigned County Treasurer of Mayes County further certifies, in addition to the above, that the statutory account has been deposited in the said Treasurer's Office representing payment of the taxes for the year of 1964.

BOB CHAMBERS  
COUNTY TREASURER  
Mayes County Treasurer



**BYLAWS  
OF  
CRAIG COVE'S PARK ASSOCIATION**

I-1996-674923 09/13/2016 11:45 am  
Book 1314 Page(s) 1081-1086  
Fee: \$ 23.00 Doc: \$ 0.00  
Brittany True-Howard - Mayes County  
State of Oklahoma

**ARTICLE I – Definitions**

**Section 1.01 Name.** CCPA shall mean: Craig Cove's Park Association, its successors and assigns.

**Section 1.02 Board.** The "Board" shall mean the Board of Directors of the CCPA.

**ARTICLE II – Purposes, Objectives and Governing Instruments**

**Section 2.01 Purpose.** The purpose of CCPA, is to operate, govern and maintain Craig Cove's Parks.

**Section 2.02 Governing Instruments.** The CCPA shall be governed by its Bylaws.

**Section 2.03 Nondiscrimination Policy.** The CCPA will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

**ARTICLE III – Membership/Property Owners**

**Section 3.01 Members.** A member is defined by a property owner who is in good standings with their dues being paid and is a property owner within Craig Cove's addition. Membership is only the individual(s) listed on the deed to the real property and their immediate families. Immediate family means spouse and children only. All other visitors in the park must be accompanied by a Craig Cove's Park Association member. A renter of a home in Craig Cove's Subdivision, as described in the covenant of Craig Coves Subdivision, may have access to the park if dues are paid on the particular home they are renting. In this case only the renters and their immediate family shall use the parks. When a vote is required of the members of the Craig Cove's Park Association only one vote per land owner is allowed, no matter how many lots and/or properties are owned by the same individual(s) or group(s). Proxy and absentee voting will be allowed. In the event that more than one individual owns the same property, only one of the owners shall be designated as a voting member and be allowed to vote. No renter shall have voting privileges regarding Craig Cove's Park Association.

A renter is defined as a person who rents or leases an established functioning home within Craig Cove's Subdivision and lives there full time. Individuals residing in Craig Cove's Subdivision on a weekend or part time basis are not considered renters for the purpose of these

By-Laws. A fully established home has potable running water, DEQ approved sewer system, electricity and is a permanently built structure.

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18<sup>00</sup> Cherie Meuslahn

000009

**Section 3.02 Dues.** Dues are to be paid on an annual basis, and are due by September 1st. Each dwelling in Craig Coves that wants to participate needs to pay for the use of the parks. At the time of this writing dues are \$50.00 annually. Dues can be subject to change by the approval of the membership. If owning multiple residences, owners are required to pay set dues for each permanent dwelling.

**Section 3.03** CCPA will have a meeting of the membership for the purpose of election of officers and any other new business as described in Section 5.01.

#### ARTICLES IV – Rules

**Section 4.01 Rules.** The Rules of Craig Cove's Park Association is attached hereto and made a part hereof.

#### ARTICLE V – Directors

**Section 5.01 Annual Meeting.** A meeting of the Board shall be held annually at such place, on such date and at such times as may be fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting. Annual Meeting shall be held on around the 3rd week of August and like meeting held each year thereafter and notice provided to the membership who are in good standing.

**Section 5.02 Number.** The number of Directors constituting the entire Board shall be fixed by the Board, but such number shall not be less than three (3).

**Section 5.03 Election and Term of Office.** The initial Directors of the CCPA shall be those persons specified in the previous board of the CCPA. The requirement for directorship shall be a full time permanent resident of Craig Coves. Each Director shall hold office until the next annual meeting of the Board and until such Director's successor has been elected and qualified, or until his or her death, resignation or removal.

**Section 5.04 Powers and Duties.** Subject to the provisions of law, of these Bylaws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the CCPA and shall exercise all the powers that may be exercised by the CCPA.

**Section 5.05 Additional Meetings.** Regular meetings of the Board may be held at such times as the Board may from time to time determine. Special meetings of the Board may also be called at any time by the President or by a majority of the Directors then in office.

**Section 5.06 Notice of Meetings.** No notice need be given of any regular meeting of the Board. Notice of a special meeting of the Board shall be given by service upon each Director in person or by mailing the same to him or her at his or her post office address as it appears upon the books of the CCPA at least two business days (Saturdays, Sundays and legal holidays not being considered business days for the purpose of these Bylaws) if given in person, or at least four business days, if given by mailing the same, before the date designated for such meeting

specifying the place, date and hour of the meeting. Whenever all of the Directors shall have waived notice of any meeting either before or after such meeting, such meeting shall be valid for all purposes. A Director who shall be present at any meeting and who shall not have protested, prior to the meeting or at its commencement, the lack of notice to him, shall be deemed to have waived notice of such meeting. In any case, any acts or proceedings taken at a Director's meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Directors' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Directors' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Directors' meeting duly held as provided in these Bylaws, any business within the legal province and authority of the Board may be transacted.

**Section 5.07 Quorum.** At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

**Section 5.08 Voting.** At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to be the tie-breaker.

**Section 5.09 Removal.** Any Director may be removed for cause by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

**Section 5.10 Resignation.** Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

**Section 5.11 Vacancies.** Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Directors' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

**Section 5.12 Committee.** The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an executive committee and other standing committees, each consisting of three or more Directors, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

**Section 5.13 Participation by Telephone.** Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

## ARTICLE VI – Officers

**Section 6.01 Election and Qualifications; Term of Office.** The Officers of the Corporation shall be a President, a Secretary-Treasurer, and a Vice-President. The Officers shall be elected by the Board at the annual meeting of the Board and each Officer shall hold office for a term of one year and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 5.08 and 5.09 of this Article V. The same person may hold more than one office, except that the same person may not be both President and Secretary. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice-Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Such Officers shall serve for such period as the Board may designate.

**Section 6.02 Vacancies.** Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.

**Section 6.03 Powers and Duties of the President.** The President shall be the Chief Executive Officer of the Corporation. The President shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board. The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board.

**Section 6.04 Powers and Duties of the Vice-Presidents.** Each of the Vice-Presidents, if any, shall have such powers and shall perform such duties as may from time to time be assigned to such Vice President by the Board.

**Section 6.05 Powers and Duties of the Secretary.** The Secretary shall record and keep the minutes of all meetings of the Board. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board may direct. The Secretary shall be the custodian of the seal of the

Corporation and shall affix such seal to such contracts, instruments and other documents as the Board or any committee thereof may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board.

**Section 6.06 Powers and Duties of the Treasurer.** The Treasurer shall be the custodian of all funds and securities of the CCPA. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the CCPA, and the Treasurer shall cause to be entered regularly in the books and records of the CCPA to be kept for such purpose full and accurate accounts of the CCPA's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the CCPA during business hours. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.



**Section 6.07 Delegation.** In case of the absence of any Officer of the CCPA, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

**Section 6.08 Removal.** Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Directors then in office at any meeting of the Board.

**Section 6.09 Resignation.** Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the CCPA.

#### **ARTICLE VII -- Bank Accounts, Checks, Contracts and Investments**

**Section 7.01 Bank Accounts, Checks and Notes.** The Board is authorized to select the banks or depositories it deems proper for the funds of the CCPA. The Board shall determine who shall be authorized from time to time on the CCPA's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness. All monetary transactions made are available for inspection upon request by a member in good standing.

**Section 7.02 Contracts.** The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the CCPA, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the CCPA by any contract of engagement of to pledge its credit or render it liable for any purpose or to any amount.

**Section 7.03 Investments.** The funds of the CCPA may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

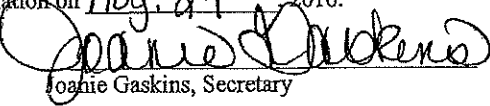
#### **ARTICLE VIII -- Dissolution**

**Section 8.01 Dissolution.** The CCPA may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with State law.

#### **ARTICLE IX -- Amendments**

**Section 9.01 Amendments.** These Bylaws may be altered, amended, added to or repealed at any meeting of the Membership called for that purpose by the vote of a majority of the Members present at the meeting.

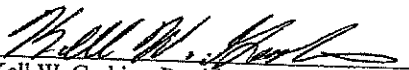
These Bylaws were adopted at a meeting of CCPA Members in Good Standing and the Board of Directors of Craig Cove's Park Association on Aug. 27, 2016.

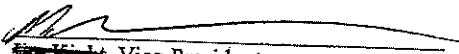
  
Joanie Gaskins, Secretary

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Foregoing read and approved:

  
Kell W. Gaskins, President

  
~~Jim Knight~~ Vice-President  
Mark Blevins

STATE OF OKLAHOMA }

MAYES COUNTY }

Subscribed and sworn to before me this 27 day of August, 2016 by Joanie Gaskins, Kell W. Gaskins and ~~Jim Knight~~  
Mark Blevins.

Notary Public



My Commission Expires:  
6-27-19



DATED:  
08-27-16

FILED:  
09-13-16 @  
11:45 A.M.

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INSTRUMENT:                   WARRANTY DEED FOR RIGHT OF WAY.  
GRANTORS:                    Effie O. Rutherford, nee Cole and her husband  
                              Claud Rutherford.  
GRANTEE:                     Missouri, Oklahoma, & Gulf Railroad Company.  
DATED:                       March 20, 1912.  
FILED:                       May 3, 1912, at 10 o'clock A. M.  
RECORDED IN:                 Book 48, at page 297.  
CONSIDERATION:             \$62.50  
GRANTING CLAUSE:            Grant, bargain, sell, convey and confirm.

D E S C R I P T I O N

A strip of land 100 feet in width, extending over and across the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 10, Township 21 North, Range 20 East.

Also two additional strips 50 feet wide extending adjacent and parallel with said right of way from South line of said subdivision Northwesterly to points opposite station 1670 of said Center Line. Containing 3.3 acres of land, more or less.

Effie O. Rutherford  
Claud Rutherford

State of Oklahoma    )  
                          ) SS.  
Mayes               County    )

Before me, W. L. Below a notary public in and for said County and State, on this 20th day of March, 1912, personally appeared Effie O. Rutherford nee Cole, and her husband Claude Rutherford to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and date above written.

My commission expires  
July 23, 1912.

(Seal)

W. L. Below  
Notary Public

IN THE DISTRICT COURT OF MAYES COUNTY,  
FOR THE STATE OF OKLAHOMA

GRAND RIVER DAM AUTHORITY,  
a publication corporation,

Plaintiff,

vs.

Thomas J. Kinion, et al.,  
(Ernest E. Craig)

Defendants.

Case No. 11,170

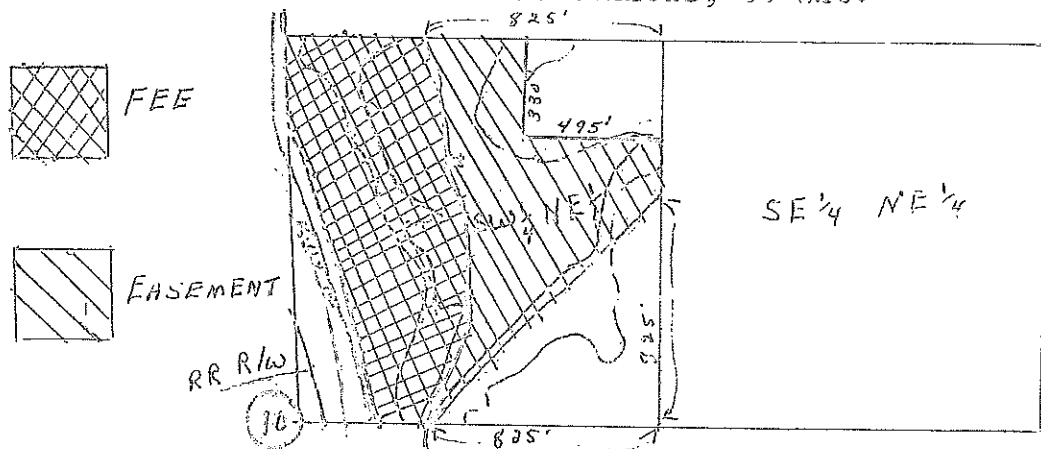
JUDGMENT ON VERDICT  
AS TO TRACT NO. 4 (3 NE 43 + FE)

This action came on for trial before the Court and a jury, Honorable John Q. Adams, District Judge, presiding, and the issues being to determine the just compensation to be paid for the taking of the lands designated and described in this proceeding as Tract No. 4 (3 NE 43 + FE), and the jury having rendered its verdict awarding and fixing just compensation in the amount of \$5,250.00.

The Court finds that the verdict of the jury is regular in all respects and that each and all of the allegations of the petition in condemnation are true and that the Grand River Dam Authority is entitled to acquire property by eminent domain for the uses and purposes set forth in said petition; and, that it is necessary and convenient to acquire by condemnation the lands and/or estate therein, as hereinafter described.

It Is, Therefore, Ordered, Adjudged and Decreed that the sum of \$5,250.00, fixed by jury verdict, is full and just compensation for the taking of the lands and/or estate therein.

The lands or estate taken are as follows, to-wit:



GRAND VALLEY ABSTRACT CO.

FEE TITLE  
to

The following described land situated in Mayes County, Oklahoma, to-wit:

All that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  lying east of the easternmost boundary of the K. O. & G. Railroad right-of-way and west of the following described line: Beginning at a point in the south boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  825 feet west of the Southeast corner thereof, thence in a north-easterly direction to a point 330 feet north and 660 feet west of said southeast corner, thence northerly parallel to the east boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 330 feet, thence in a northwesterly direction to a point in the north boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  825 feet west of the northeast corner thereof, including all reversionary interest, if any, in and to the K. O. & G. Railroad right-of-way in Sec. 10, T 21 N, R 20 E of the Indian Base and Meridian, containing 16.1 acres.

PERPETUAL EASEMENT  
upon

All of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  lying east of the easternmost boundary of the K. O. & G. Railroad right-of-way except that portion to be taken in fee and described above and except the north 330 feet of the east 495 feet of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  and except that part lying south and east of the following described line: Beginning at a point in the south boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  825 feet west of the southeast corner thereof, thence in a northeasterly direction to a point in the east boundary of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  825 feet north of said southeast corner, containing 10.3 acres.

CERTIFICATE: We the undersigned hereby certify that the above is a true and correct description of a tract of land necessary for the Markham Ferry Project of the Grand River Dam Authority

W. R. Holway and Associates, Inc.  
Construction Engineer

By Wm Holway (SEAL)

Date August 2, 1962

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate taken is the entire and unencumbered fee simple title to the lands designated as "fee title"; that the estate taken in and to the lands designated as "perpetual easement" is the perpetual right, privilege and authority to flow the waters impounded by the Markham Ferry dam thereon, and withdraw the same therefrom, and to inundate intermittently from time to time, free and clear of all liens and encumbrances of whatsoever nature, together with the right to remove, or cause to be removed, such structures and improvements and other objects that may be located thereon and as herein described, reserving unto the owners the right of occupancy and use of said lands for any and all purposes that do not interfere with the construction, maintenance and operation of the Markham Ferry Project.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants, Ernest E. Craig, have and recover a judgment against the plaintiff; the Grand River Dam Authority, for and in the sum of \$2,635.00, together with interest at the rate of 6% per annum from the 15th day of October, 1963, until paid, the same being the difference between the award of the commissioners and the verdict of the jury.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the estate in all of the above designated and described real estate, as described in the petition, and the interest therein taken by those eminent domain proceedings, was vested in the Grand River Dam Authority on the 15th day of October, 1963, upon the depositing of the commissioners' award with the registry of this Court for the lands and estates taken in and to the above described land.

Dated this the 27th day of January, 1964.

/s/ John G. Adams  
District Judge

(Clerk's Certificate of True Copy attached)

(The remaining pleadings in the above and foregoing case No. 11,170 are omitted and excepted herein: Abstractor.)

Filed FEB 5, 1964, at 11:50 o'clock A. M. and Recorded in Book 345, Page 518, Records of the County Clerk's Office, Mayes County, Oklahoma.

D E E D

WHEREAS, the Board of Directors of the Grand River Dam Authority, by an affirmative vote of five (5) members of the Board, have determined the following described land, to-wit:

A tract, piece or parcel of land in the NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 10, T 21 N, R 20 E of the Indian Base and Meridian, in Mayes County, Oklahoma, more particularly described as follows:

Beginning at the southeast corner of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  thence N 14° 02' 21" W a distance of 494.81 feet to a point thence westerly and parallel to the north line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 270 feet to a point, thence S 20° 01' 51" E a distance of 510.9 feet to a point, thence Easterly and along the south line of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 215 feet to a point and place of beginning, containing 2.672 acres, more or less. (The line which bears S 20° 01' 51" E a distance of 510.9 feet is approximately on the 624 foot contour).

to be not necessary or convenient to the business of said Authority and that property and interests of the Authority in an aggregate value of \$50,000 have not been sold or disposed of within the year; and

WHEREAS, E. E. Craig has offered to purchase the above land and pay the sum of \$750.00 for the same, and requested that the conveyance be made to E. E. Craig, subject to a reservation by the Authority and/or the United States of America of the full and complete right of flowage on all of the above described land, and the Board of Directors of the Grand River Dam Authority having approved the sale thereof and authorized the conveyance of the land aforesaid to E. E. Craig.

NOW, THEREFORE, this indenture made this the 17th day of August, 1964, by and between the Grand River Dam Authority, a public corporation, of the State of Oklahoma, as party of the first part, and E. E. Craig, as party of the second part.

WITNESSETH: That the party of the first part in consideration of the sum of Seven Hundred Fifty and No/100 Dollars (\$750.00) to it in hand paid, has bargained, granted, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the aforesaid party of the second part, his heirs and assigns forever, said tract of land lying and situated within the County of Mayes and State of Oklahoma, hereinabove described.

TO HAVE AND TO HOLD the same, together with all tenements,

GRAND VALLEY ABSTRACT CO.

hereditaments and appurtenances thereunto belong, and all of the right, title estate and interest of the party of the first part therein and thereto, reserving, however, unto the party of the first part and/or the United States of America, their successors and assigns, a full, complete and perpetual easement, right, power and privilege to inundate, submerge and overflow, permanently or intermittently all of the above described land, when and as deemed necessary or desirable in connection with the operation and maintenance of the Markham Ferry Dam and Reservoir of the Grand River Dam Authority, together with perpetual easement, right, power and privilege and authority to enter upon said lands from time to time, as occasion may require, and to remove therefrom any material or artificial obstruction or structures which interfere with the right of flowage herein and hereby reserved.

IN WITNESS WHEREOF, the party of the first part has caused the execution of these presents, in its name and behalf, by the Chairman of its Board of Directors, the day and year above written.

ATTEST:

Andrew Rohmiller  
Secretary

GRAND RIVER DAM AUTHORITY  
By Ben T. Owens,  
Chairman, Board of Directors

State of Oklahoma )  
                          ) SS           Acknowledgment  
County of Craig.     )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 17th day of August, 1964, personally appeared Ben T. Owens to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chairman of the Board of Directors, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such public corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

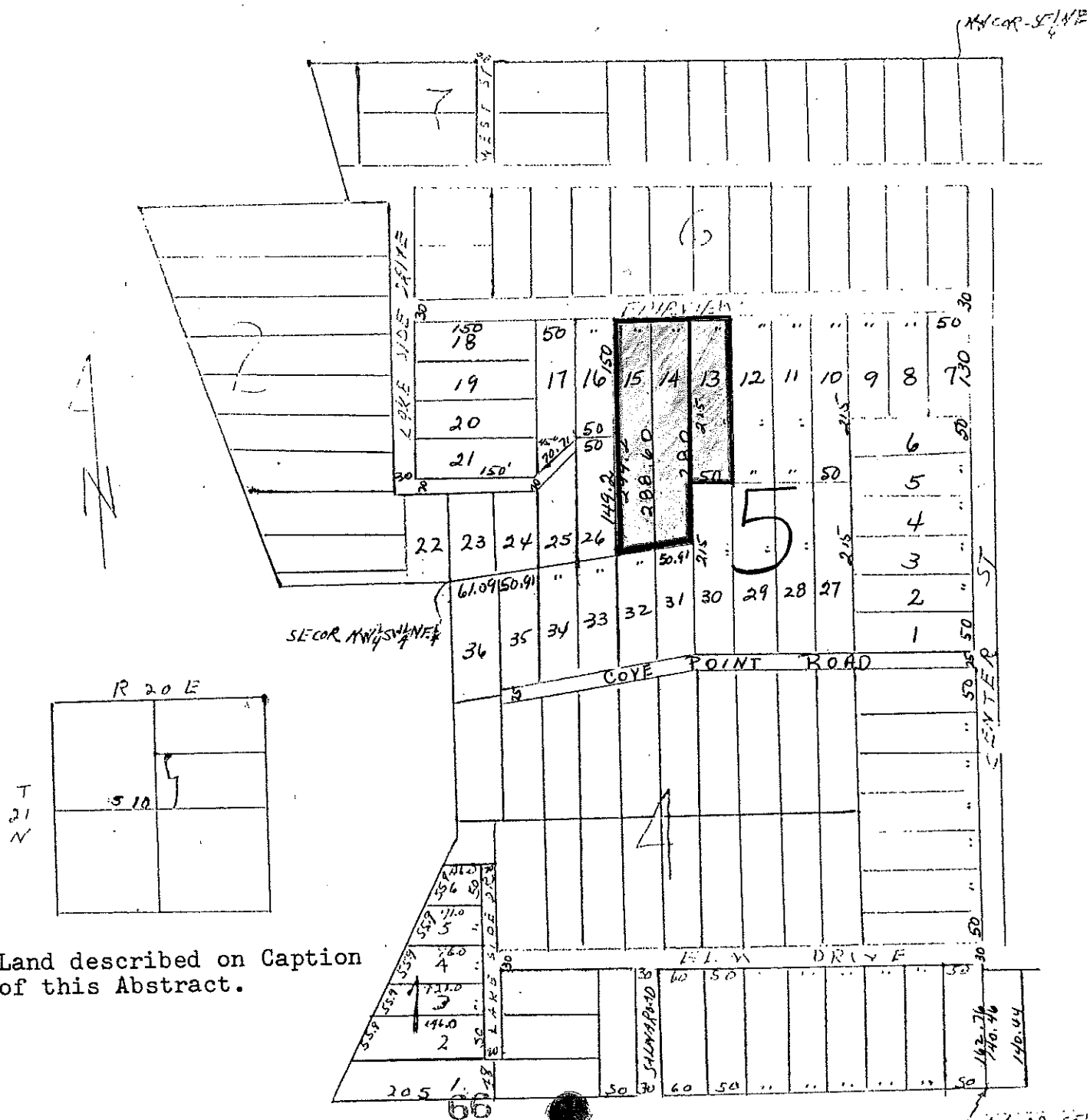
My commission expires:  
February 10, 1968

(Seal)

Jayne Green  
Notary Public

Filed AUG 21, 1964, at 10:10 o'clock A. M. and Recorded in Book 350,  
Page 573, Records of the County Clerk's Office, Mayes County, Oklahoma.





## ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I, E. E. Craig, the undersigned, being the person who caused a portion of the South One-Half (3½) of the Northeast Quarter (NE¼) of Section Ten (1), Township Twenty-one (21) North, and Range Twenty (20) East, of the Indian Base and Meridian, in Mayes County, State of Oklahoma, to be surveyed and platted into Lots and Blocks and Roads, which property is known as the "CRAIG COVES SUBDIVISION," all as shown by that certain Deed of Dedication and Bill of Assurance, dated the 12 day of January, 1965, which is duly recorded in the public land records in the office of the County Clerk of said Mayes County, State of Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to me paid, the receipt whereof is hereby acknowledged, have Granted, Bargained, Sold And Conveyed, and by these presents do hereby Grant, Bargain, Sell And Convey unto Mayes County, State of Oklahoma, a permanent and perpetual right, use and easement for road purposes over, on and upon the following described roadways, to-wit:

All of Elm Drive, all of Lake Shore Drive, all of Cove Point Road, all of Fairview Street, that portion of Walnut Drive west from the intersection of Walnut Drive and Center Street, and all of Center Street, all in CRAIG COVES SUBDIVISION, a Subdivision of Mayes County, State of Oklahoma, according to the recorded Survey and Plat thereof,

for use by the general public, and I do hereby release the reservation in the Deed of Dedication and Bill of Assurance to said Craig Coves Subdivision regarding roads, insofar as the above described roads and streets are concerned.

Dated this 13 day of February, 1967.

/s/ E. E. Craig  
E. E. Craig

STATE OF OKLAHOMA )  
COUNTY OF MAYES ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of February, 1967, personally appeared E. E. Craig, 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.

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

My commission expires: 2-5-71 (Seal) W. Jetton, Notary Public.

CLerk of Court  
COUNTY OF MAYES } SS.

This instrument was filed for Record  
at 12:55 o'clock P M

APR 28 1994

RESOLUTION

and

471211

Quit Claim Deed to Roadway Easement

LAUREL RABON, County Clerk

*Paula Long* Deputy

WHEREAS, on or about the 18th day of February, 1967,  
E.E. Craig did execute a certain instrument purporting to  
grant to Mayes County, dedicated subdivision in Mayes County,  
Oklahoma, more particularly described as follows, to-wit:

All of Elm Drive, all of Lake Shore Drive, all of Cove  
Point Road, all of Fairview Street, that portion of  
Walnut Drive west from the intersection of Walnut Drive  
and Center Street, and all of Center Street, all in  
Craig Coves Subdivision, a Subdivision of Mayes County,  
State of Oklahoma, according to the recorded Survey and  
Plat thereof,

which instrument was filed for record on March 7, 1967, in Book 373  
at Page 288 of the records of Mayes County; and,

WHEREAS, the legal authority of E.E. Craig to convey  
said purported easement without the consent of the then other  
record owners of property within "Craig Coves Subdivision"  
is subject to serious question since the Deed of Dedication  
to said subdivision reserved the same for the private benefit  
of the owners of the lots in the subdivision; and,

WHEREAS, the Board of County Commissioners of Mayes  
County, Oklahoma has never approved, consented to or accepted  
said Roadway Easement, and has never improved or maintained  
the roadways therein described, and has always considered  
the same to be private roadways; and,

WHEREAS, the Board of County Commissioners of Mayes  
County Commissioners of Mayes County does not desire to accept  
said roadway easement, and finds that the same should be  
Quit Claimed to the record owners in said subdivision; NOW,  
THEREFORE,

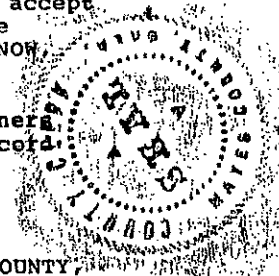
BE IT RESOLVED that the Board of County Commissioners  
of Mayes County shall quit claim said roadway to the record  
owners of the subdivision by the following instrument:

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the BOARD OF COUNTY COMMISSIONERS OF MAYES COUNTY,  
OKLAHOMA, first party and Grantor, does hereby GRANT, BARGAIN,  
SELL, CONVEY, AND QUIT CLAIM unto "THE RECORD OWNERS OF ALL LOTS  
IN CRAIG COVES SUBDIVISION" Second Party, Grantee, all right, title,  
interest, claim, or easement which the Grantor may have to any road-  
way or easement in the following:

All of Craig Coves Subdivision, in Mayes County, Oklahoma,  
according to the official survey, and plat thereof,



BOOK 778  
PAGE 663

*N/c - Board of County Commissioners*