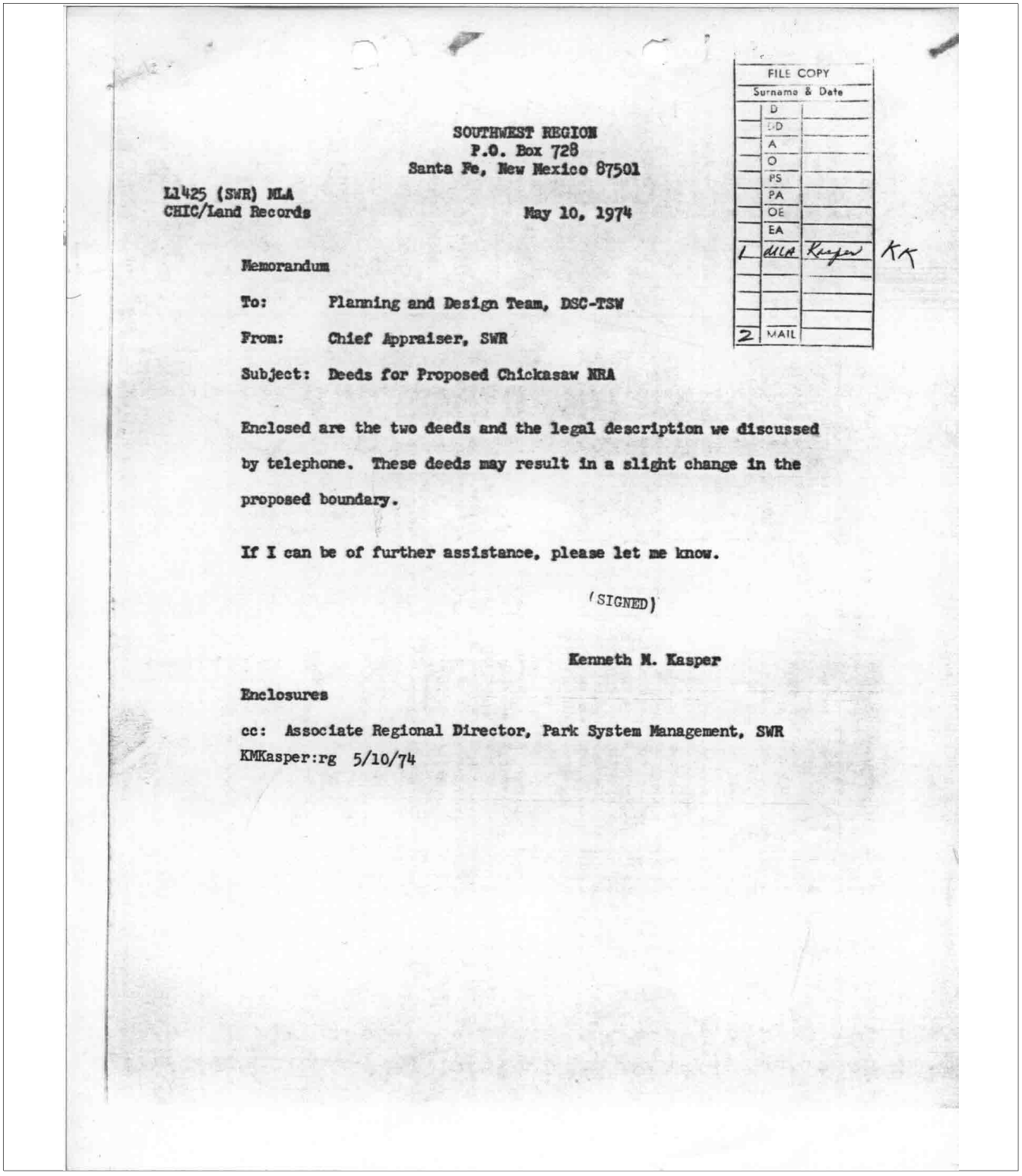
05-10-1974: deeds for proposed chickasaw nra; may 10, 1974



FILE COPY
Surname & Date

	D		
	DD		
	A		
	O		
	PS		
	PA		
	OE		
	EA		
1	dlla	Kasper	KK
2	MAIL		

SOUTHWEST REGION
P.O. Box 728
Santa Fe, New Mexico 87501

L1425 (SWR) MLA
CHIC/Land Records

May 10, 1974

Memorandum

To: Planning and Design Team, DSC-TSW

From: Chief Appraiser, SWR

Subject: Deeds for Proposed Chickasaw NRA

Enclosed are the two deeds and the legal description we discussed by telephone. These deeds may result in a slight change in the proposed boundary.

If I can be of further assistance, please let me know.

(SIGNED)

Kenneth M. Kasper

Enclosures

cc: Associate Regional Director, Park System Management, SWR

KMKasper:rg 5/10/74

00-00-0000: deed no.1 description

Deed-1
629.33 Ac.

NPS-4-1 Continued

Deed No. 1 Description (First part)

The Choctaw and Chickasaw tribes hereby absolutely and unqualifiedly relinquish, cede, and convey unto the United States a tract or tracts of land at and in the vicinity of the village of Sulphur, in the Chickasaw Nation, of not exceeding 640 acres, to be selected, under the direction of the Secretary of the Interior, within four months after the final ratification of this agreement, and to embrace all the natural springs in and about said village and so much of Sulphur Creek, Rock Creek, Buckhorn Creek, and the lands adjacent to said natural springs and creeks as may be deemed necessary by the Secretary of the Interior for the proper utilization and control of said springs and the waters of said creeks, which lands shall be so selected as to cause the least interference with the contemplated town site at that place consistent with the purposes for which said cession is made, and when selected the ceded lands shall be held, owned and controlled by the United States absolutely, and without any restriction, save that no part thereof shall be platted or disposed of for town-site purposes during the existence of the two tribal governments. Such other lands as may be embraced in a town site at that point shall be disposed of in the manner provided in the Atoka agreement for the disposition of town sites. Within ninety days after the selection of the lands so ceded there shall be deposited in the Treasury of the United States, to the credit of the two tribes, from the unappropriated public moneys of the United States, twenty dollars per acre for such acres as selected, which shall be in full compensation for the lands so ceded, and such moneys shall, upon the dissolution of the tribal governments, be divided per capita among the members of the tribes, freedmen excepted, as are other funds of the tribes. All improvements upon the lands so selected which were lawfully there at the time of the ratification of this agreement by Congress shall be appraised, under the direction of the Secretary of the Interior, at the true value thereof at the time of the selection of said lands, and shall be paid for by warrants drawn by the Secretary of the Interior upon the Treasurer of the United States. Until otherwise provided by law the Secretary of the Interior may, under rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the lands so ceded. No person shall occupy any portion of the lands so ceded, or carry on any business thereon, except as provided in said rules, and until otherwise provided by Congress the laws of the United States relating to the introduction, possession, sale, and giving away of liquors or intoxicants of any kind within the Indian country or Indian reservations shall be applicable to the lands so ceded, and said lands shall remain within the jurisdiction of the United States court for the southern district of Indian Territory.

Platt

Deed 1

NPS-1-1 Continued

Deed No. 1 Description (second Part)

Description of the land acquired pursuant to the Act of Congress approved July 1, 1902 (32 Stat. 655), as surveyed April, 1937.

Beginning at point A-1 which is on the south line of Davis Street, 716.00 feet from the intersection of the south line of Davis Street and the west line of First Street East, thence S89 deg. 46 min. E, 463.4 ft. to point A-2, thence S 89 deg 56 min E 252.6 ft. to A-3, thence S 23 deg 0 min E 1514.2 ft to A-4, thence S 82 deg 52 min E 1572.0 ft to A-5, thence N 0 deg 26 min E 378.7 ft to A-6, thence S 89 deg 30 min E 311.0 ft. to A-7, thence N 0 deg 24 min E 522.0 ft. to A-8, thence due east 331.4 ft. to A-9, thence north 0 deg 17 min E 1348.4 ft. to A-10, thence S 89 deg 50 min E 2194.3 ft. to A-11, thence S 0 deg 1 min E 659.9 ft. to A-12, thence S 89 deg 46 min E 1847.3 ft. to A-13, thence S 0 deg 7 min W 381.3 ft. to A-14, thence S 89 deg 57 min E 3303.4 ft. to A-15, thence S 0 deg 5 min E 2306.0 ft. to A-16, thence N 89 deg 58 min W 662.2 ft. to A-17, thence N 0 deg 19 min E 659.6 ft. to A-18, thence S 89 deg 44 min W 328.8 ft. to A-19, thence N 0 deg 23 min W 328.0 ft. to A-20, thence N 89 deg 54 min W 2311.6 ft. to A-21, thence N 0 deg 29 min W 328.3 ft. to A-22, thence N 89 deg 55 min W 990.3 ft. to A-23, thence N 0 deg 8 min E 332.7 ft. to A-24, thence S 89 deg 12 min W 616.6 ft to A-25, thence S 0 deg 18 min W 651.4 ft. to A-26, thence due West 498.3 ft. to A-27, thence S 0 deg 28 min W 822.5 ft. to A-28, thence N 89 deg 59 min W 1155.9 ft. to A-29, thence S 0 deg 46 min E 163.9 ft. to A-30, thence N 89 deg 49 min E 1313.4 ft. to A-31, thence S 0 deg 40 min E 1973.0 ft. to A-32, thence N 89 deg 56 min W 463.8 ft. to A-33, thence S 8 deg 14 min W 664.9 ft. to A-34, thence S 89 deg 45 min W 131.8 ft. to A-34A, thence N 81 deg 49 min W 529.9 ft. to A-35, thence N 8 deg 9 min E 538.0 ft. to A-36, thence N 89 deg 54 min E 187.4 ft. to A-37, thence N 89 deg 54 min E 4267.5 ft. to A-38, thence N 0 deg 25 min E 1654.5 ft. to A-39, thence N 89 deg 34 min W 658.3 ft. to A-40, thence N 0 deg 2 min W 329.8 ft. to A-41, thence S 89 deg 43 min W 660.9 to A-42, thence N 0 deg 17 min E 323.6 ft. to A-43, thence S 89 deg 33 min E 1645.4 ft. to A-44, thence N 27 deg 40 min E 645.2 ft. to A-45, thence N 0 deg 16 min W 706.9 ft. to A-46, thence N 29 deg 11 min E 639.0 ft. to A-47, thence N 51 deg 13 min E 528.7 ft. to A-48, thence S 88 deg 19 min E 540.3 ft. to A-49, thence N 1 deg 40 min W 1330.0 ft. to A-50, thence S 88 deg 22 min E 761.9 ft. to A-51, thence N 0 deg 13 min W 300.2 ft. to A-52, thence S 87 deg 35 min E 636.3 ft. to A-53, thence N 32 deg 10 min W 304.8 ft. to A-54, thence N 0 deg 17 min W 407.7 ft. to A-55, thence N 19 deg 22 min E 283.3 ft. to A-56, thence N 47 deg 20 min E 541.5 ft. to A-57, thence N 89 deg 42 min E 300.0 ft. to A-58, thence S 45 deg 58 min E 773.6 ft. to A-59, thence S 3 deg 24 min E 354.7 ft. to A-60, thence N 89 deg 50 min E 845.8 ft. to A-61, thence N 0 deg 21 min W 2144.0 ft. to A-62, thence S 89 deg 46 min E 1228.8 ft. to A-1 point of beginning.

00-00-0000: deed no.2 description

Deed - 2
218.89 Ac.

HF3-4-1 Continued

Deed No. 2 - Description

The Secretary of the Interior is hereby authorized and directed to withhold from sale or other disposition the irregular tract of land containing seventy-eight and sixty-eight one-hundredths acres, more or less, lying in the northwest quarter of section two and the northeast quarter of section three, township one south, range three east, and being within the exterior boundaries of the proposed townsite of Sulphur, in the Chickasaw Nation, Indian Territory, and excluded from said town site by order of the Secretary of the Interior, of October 20, 1903, and also to withdraw and withhold from disposition the tract of land within the exterior boundaries of said proposed town site, lying south of and adjacent to the tract above mentioned, containing in the aggregate one hundred and thirty-eight acres, more or less, and mentioned in the report of Conrad H. Matthes, of December 27, 1903, to F. H. Newell, Chief Engineer United States Geological Survey, and shown upon the map accompanying said report by a yellow line.

The land hereby reserved shall be paid for by the United States at the rate of sixty dollars per acre and in the same manner as the land acquired in accordance with paragraph sixty-four of the act of Congress approved July 1, 1902, entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes," and such money as may be necessary to carry out this provision is hereby appropriated, from any money in the United States Treasury not otherwise appropriated, and made immediately available.

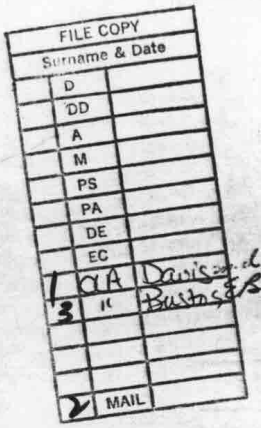
All improvements upon said land, at the passage of this act, shall be appraised and paid for as provided in said paragraph sixty-four of the act of July 1, 1902.

The land hereby reserved shall, immediately upon payment therefor by the United States, be and become a part of the reservation heretofore established at the said village of Sulphur, and shall be subject to all the provisions of said section sixty-four of the act of July 1, 1902, respecting the care, control, direction, use and occupancy thereof, as if they had been included in the original segregation: Provided, That the Secretary of the Interior is hereby authorized, in the absence of other provisions for the care and management thereof, to designate an officer or employee of his department to take charge of the land, whether acquired under said section sixty-four of the act of July 1, 1902, or under this act, and to enforce rules and regulations for the control and use thereof, and of the waters of the springs and creeks within the reservation.

PLATT

2

1



L1425(SWR)OLA
CHIC/General

December 28, 1976

Memorandum

To: Associate Director, Management and Operations, WASO
Attention: Chief, Land Acquisition Division, 640

From: Acting Chief, Division of Land Acquisition, SWR

Subject: Transmittal of deed assembly
Tract Number: Establishing Act
Area: Chickasaw National Recreation Area

Enclosed is a copy of the Act establishing the Chickasaw National Recreation Area (Public Law 94-235, 90 Stat. 235), dated March 17, 1976.

The Act should be set up as Deed No. 1 on the Master Deed Listing for this area.

/s/ Vera M. Davis

Vera M. Davis

Enclosure

VMDavis:br:12/28/76

CHIC DEED NO. 1

Public Law 94-235
94th Congress, H. R. 4979
March 17, 1976

An Act

To establish the Chickasaw National Recreation Area in the State of Oklahoma, and for other purposes.

Chickasaw National Recreation Area, Okla. Establishment. 16 USC 460hh.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in order to provide for public outdoor recreation use and enjoyment of Arbuckle Reservoir and land adjacent thereto, and to provide for more efficient administration of other adjacent area containing scenic, scientific, natural, and historic values contributing to public enjoyment of the area and to designate the area in such manner as will constitute a fitting memorialization of the Chickasaw Indian Nation, there is hereby established the Chickasaw National Recreation Area (hereinafter referred to as the "recreation area") consisting of lands and interests in lands within the area as generally depicted on the drawing entitled "Boundary Map, Chickasaw National Recreation Area," numbered 107-20004-A and dated February 1974, which shall be on file and available for inspection in the offices of the National Park Service, Department of the Interior. The Secretary of the Interior (hereinafter referred to as the "Secretary") may from time to time revise the boundaries of the recreation area by publication of a map or other boundary description in the Federal Register, but the total acreage of the recreation area may not exceed ten thousand acres.

Boundary revision, publication in Federal Register.

Land acquisition. 16 USC 460hh-1.

SEC. 2. (a) The Secretary may acquire land or interests in lands within the boundaries of the recreation area by donation, purchase with donated or appropriated funds, or exchange. When any tract of land is only partly within such boundaries, the Secretary may acquire all or any portion of the land outside of such boundaries in order to minimize the payment of severance costs. Land so acquired outside of the boundaries may be exchanged by the Secretary for non-Federal lands within the boundaries, and any land so acquired and not utilized for exchange shall be reported to the General Services Administration for disposal under the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended. Any Federal property located within the boundaries of the recreation area may be transferred without consideration to the administrative jurisdiction of the Secretary for the purposes of the recreation area. Lands within the boundaries of the recreation area owned by the State of Oklahoma, or any political subdivision thereof, may be acquired only by donation: *Provided*, That the Secretary may also acquire lands by exchange with the city of Sulphur, utilizing therefor only such lands as may be excluded from the recreation area which were formerly within the Platt National Park.

Residential property.

(b) With respect to improved residential property acquired for the purposes of this Act, which is beneficially owned by a natural person and which the Secretary determines can be continued in that use for a limited period of time without undue interference with the administration, development, or public use of the recreation area, the owner thereof may on the date of its acquisition by the Secretary retain a right of use and occupancy of the property for noncommercial residential purposes for a term, as the owner may elect, ending either (1) at the death of the owner or his spouse, whichever

CHICKASAW N.R.A. DEED NO. 1

occurs later, or (2) not more than twenty-five years from the date of acquisition. Any right so retained may, during its existence, be transferred or assigned. The Secretary shall pay to the owner the fair market value of the property on the date of such acquisition, less the fair market value on such date of the right retained by the owner.

"Improved residential property."

(c) As used in this Act, "improved residential property" means a single-family year-round dwelling, the construction of which began before March 1, 1975, and which serves as the owner's permanent place of abode at the time of its acquisition by the United States, together with not more than three acres of land on which the dwelling and appurtenant buildings are located that the Secretary finds is reasonably necessary for the owner's continued use and occupancy of the dwelling: *Provided*, That the Secretary may exclude from improved residential property any waters and adjoining land that the Secretary deems is necessary for public access to such waters.

(d) The Secretary may terminate a right to use and occupancy retained pursuant to this section upon his determination that such use and occupancy is being exercised in a manner not consistent with the purposes of the Act, and upon tender to the holder of the right an amount equal to the fair market value of that portion of the right which remains unexpired on the date of termination.

Hunting and fishing.
16 USC 460hh-2.

SEC. 3. The Secretary shall permit hunting and fishing on lands and waters within the recreation area in accordance with applicable Federal and State laws: *Provided*, That he may designate zones where, and establish periods when, no hunting or fishing will be permitted for reasons of public safety, administration, fish or wildlife management, or public use and enjoyment. Except in emergencies, any regulations issued by the Secretary pursuant to this section shall be put into effect only after consultation with the appropriate State agency responsible for hunting and fishing activities.

Administration.
16 USC 460hh-3.

SEC. 4. (a) Except as otherwise provided in this Act, the Secretary shall administer the recreation area in accordance with the provisions of the Act of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2–4), as amended and supplemented.

(b) Nothing contained in this Act shall affect or interfere with the authority of the Secretary by the Act of August 24, 1962 (76 Stat. 395), to operate the Arbuckle Dam and Reservoir in accordance with and for the purposes set forth in that Act.

Repeal.
16 USC 460hh-4.

SEC. 5. The Act of June 29, 1906 (34 Stat. 837), which directed that certain lands now included by this Act in the recreation area be designated as the Platt National Park, is hereby repealed, and such lands shall hereafter be considered and known as an integral part of the Chickasaw National Recreation Area: *Provided*, That within such area the Secretary may cause to be erected suitable markers or plaques to honor the memory of Orville Hitchcock Platt and to commemorate the original establishment of Platt National Park.

16 USC 460hh-5.

SEC. 6. Notwithstanding the provisions of section 7 of the Act of June 16, 1906 (34 Stat. 272), which retain exclusive jurisdiction in the United States, upon notification in writing to the Secretary by the appropriate State officials of the acceptance by the State of Oklahoma of concurrent legislative jurisdiction over the lands formerly within the Platt National Park, the Secretary shall publish a notice to that effect in the Federal Register and, upon such publication, concurrent legislative jurisdiction over such lands is hereby ceded to the State of Oklahoma: *Provided*, That such cession of jurisdiction shall not occur until a written agreement has been reached between the State of Oklahoma and the Secretary providing for the exercise of concurrent

Notice, publication in Federal Register.

jurisdiction over all other lands and waters within the Chickasaw National Recreation Area.

SEC. 7. There are hereby authorized to be appropriated such sums as may be necessary to carry out the purposes of this Act, but not to exceed $1,600,000 for the acquisition of lands and interests in lands, and $4,567,000 for development. Appropriation authorization. 16 USC 460hh-6.

Approved March 17, 1976.

LEGISLATIVE HISTORY:

HOUSE REPORT No. 94-803 (Comm. on Interior and Insular Affairs).
SENATE REPORT No. 94-678 (Comm. on Interior and Insular Affairs).
CONGRESSIONAL RECORD, Vol. 122 (1976):
Feb. 2, considered and passed House.
Mar. 5, considered and passed Senate.

GPO 57-139

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF OKLAHOMA.

United States of America,
Petitioner,

vs

63.75 acres of l[illegible]d in Murray County, Oklahoma, and

Rilla Giles,
J. Royal Giles,
Lonzo C. Giles,
Ruby Ruth Selby, nee Giles,
Bonnie Casey, nee Giles,
Floyd Giles,
Board of County Commissioners of Murray County, Oklahoma,
County Treasurer of Murray County, Oklahoma,
County Assessor of Murray County, Oklahoma,
City of Sulphur, Oklahoma, a Municipal Corporation,
J. S. Wade,
Respondents.

No. 427 Civil

Filed Jan 2 1941
W. V. McClure
Clerk, U. S. District Court

PETITION FOR CONDEMNATION

TO THE HONORABLE, THE JUDGE OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA:

Now comes the United States of America, a sovereign, by Cleon A. Summers, United States Attorney for the district aforesaid, and Curtis F. Harris, Special Attorney for the Department of Justice, at the direction and under the authority of the Attorney General of the United States, pursuant to the request of the Secretary of War, and represents to the Court:

(1) That pursuant to an Act of Congress approved June 18, 1940, Public No. 640 - 76th Congress, and other Acts of Congress of which said act is declaratory or amendatory, the Secretary of the Interior is authorized and directed to acquire in the name of the United States of America title to all lands, easements, and rights-of-way necessary for the National Park Service of the Department of the Interior, and the Attorney General, upon [illegible], has been directed and

authorized as a part of the National Park Service, and that the Congress of the United States of America has, under its Act approved June 18th, 1940, Public No. 640 - 76th Congress, duly appropriated funds for the acquisition of said lands and the maintenance of said project.

(2) That pursuant to and in conformity with said authority, the Secretary of the Interior has duly selected for acquisition by the United States of America the lands hereinafter described, for use in connection with said Platt National Park, in furtherance of the objects thereof, and the said lands are necessary, in his opinion, to provide appropriate conservation, maintenance, and welfare of The Platt National Park, of the National Park Service of the Department of The Interior, and its allied purposes and benefits.

(3) That pursuant to the provisions of the foregoing Acts of Congress, and pursuant to the provisions of the Acts of Congress approved August,1, 1888 (25 Stat. 357), the Secretary of the Interior has determined and is of the opinion that it is useful, proper, necessary, advantageous, and to the interest of the United States of America to acquire title to the lands hereinafter described, by condemnation under judicial process, and has made application to the Attorney General of the United States to cause such proceedings to be commenced, in pursuance of which application the Attorney General has instructed and directed the United States Attorney for the Eastern District of Oklahoma and Curtis P. Harris, Special Attorney for the department of Justice, to institute these proceedings.

(4) That the United States of America institutes these proceedings to acquire said lands at the fair, reasonable, cash, market value thereof.

The lands sought to be acquired in these proceedings are located in Murray County, State of Oklahoma, and are particularly described as follows, to-wit:

The Northeast Quarter of the Southeast Quarter, (NE¼ SE¼) less 6.25 acres (which is already a part of Platt National Park), and the North Half of the Southeast Quarter of the Southeast Quarter (N½ SE¼ SE¼), and the North Half of the South Half of the Southeast Quarter of the Southeast Quarter (N½ S½ SE¼ SE¼), of Section Four (4), Township One (1) South, Range Three (3) East of the Indian Base and Meridian, containing 63.75 acres of land, more or less, situate in Murray County, Oklahoma

together with all accretion, reliction, alluvium and submerged lands in front thereof or added thereto, and all and singular the rights, privileges and appurtenances thereunto belonging.

(6) The estate taken in and to all of the hereinabove described real estate for said public uses and purposes is the full, fee simple title thereto, subject, however, to an easement to the City of Sulphur for a right of way with the right of ingress and egress at all times for extension and maintenance of the sewer lines of the City of Sulphur, over and across the following described land: A tract of land 20 feet in width extending through the NE¼ of NE¼ of SE¼ and NW¼ of NE¼ of SE¼ and SW¼ of NE¼ of SE¼ and NW¼ of SE¼ of SE¼ of Sec. 4, Twp. 1 South, Range 3 East.

(7) That the information acquired by your petitioner indicates that the following named persons are the presumptive owners, or may have or claim to have some right, title or interest in or to the above described lands, that is to say, in the following particulars, to-wit:

Rilla Giles	Barnsdall, Oklahoma,
J. Royal Giles,	Norman, Oklahoma,
Lonzo C. Giles,	Norman, Oklahoma,
Ruby Ruth Selby, nee Giles,	Barnsdall, Oklahoma,
Bonnie Casey, nee Giles,	458 S. Catalina St., Los Angeles, Calif.
Floyd Giles,	Norman, Oklahoma,
Board of County Commissioners of Murray County, Oklahoma,	
County Treasurer of Murray County, Oklahoma,	
County Assessor of Murray County, Oklahoma,	
City of Sulphur, Oklahoma, a municipal corporation,	
J. S. Wade.	

(8) The County of Murray, State of Oklahoma, may have some claim for taxes, or otherwise claim some right, title or interest in and to any

or all of the above described land, and, therefore, the Board of County Commissioners of said County, the Tax Collector of said County, and the Treasurer of said County are made parties respondent hereto.

(9) The petitioner herein says that the parties named herein as respondents, unless otherwise designated, are living persons, or existing firms and corporation, and that after diligent search and inquiry and the use of all methods at hand, it has been so ascertained; the petitioner says, however, that if any of the parties named herein are deceased, then petitioner hereby makes as parties respondent their heirs at law, devisees, legatees, administrators, assigns, creditors and representatives, and their spouses, if any, and all firms and corporations, existing or defunct, their creditors, assigns and successors, all of whose names, ages and addresses are unknown and cannot be ascertained by reasonable diligence and search.

(10) The said respondents, generally, and all and singular the heirs, husbands, wives, devisees, executors, administrators, representatives, alienees, successors, creditors and assigns of each and every of the above named persons, firms and corporations, and all unknown owners, lienors and claimants having or claiming any right, title, estate, equity, interest or lien in or to said lands, and occupants, lessees, licensees, users, holders and owners of, and claimants to easements in, on, over, across or through said lands, and all persons, companies and corporations claiming any right, title or interest to or in any of said tracts of land, are made parties respondent to the end that they may come into Court and by proper pleadings make claim to said lands, or to the proceeds arising ther from.

WHEREFORE, your petitioner prays that this Honorable Court will take jurisdiction of this cause and will make and have entered all such orders, judgments and decrees as may be necessary to bring all of the known owners of said land before this Court, and to make all unknown owners, firms and corporations having or claiming any interest therein

parties respondent hereto, and will appoint commissioners to appraise and fix the value of said lands and the amount of compensation to which the owners thereof are entitled for such appropriation by the petitioner/ herein, all as provided by law.

Your petitioner further prays that this Honorable Court will make and have entered all such further orders, judgments and decrees as may be necessary to vest in the United States of America the full, fee simple title in and to the real estate hereinabove particularly designated and described, subject, however, to an easement to the City of Sulphur for a right-of-way with the right of ingress and egress at all times for extension and maintenance of the sewer lines of the City of Sulphur, over and across the following-described land: A tract of land 20 feet in width extending through the NE¼ of NE¼ of SE¼ and NW¼ of NE¼ of SE¼ and SW¼ of NE¼ of SE¼ and NW¼ of SE¼ of SE¼ of Section 4, Twp. 1 South, Range 3 East, all upon payment into the registry of the Court of a just compensation therefor, and to make just distribution of the final award among those entitled thereto, as expeditiously as possible.

UNITED STATES OF AMERICA,
Petitioner,

by Cleon A. Summers
Cleon A. Summers, United States Attorney, Eastern District of Oklahoma,

Curtis P. Harris
Curtis P. Harris, Special Attorney, Department of Justice,

Bernice D. Berry
Bernice D. Berry, Special Attorney, Department of Justice.

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Petitioner,

vs.

63.75 acres of land in Murray County, Oklahoma, and Rilla Giles, et al,

Respondents.

No. 427-Civil.

FILED
IN OPEN COURT
JAN 26 1942
JOHN H. [illegible]
CLERK U.S. DISTRICT COURT
By Sam M. Spaddle
Deputy Clerk

JUDGMENT.

Now on this 26th day of January, 1942, it appears to the Court that in accordance with the Judgment of the Court heretofore entered herein on the 9th day of October, 1941, confirming the award as to real estate involved herein, there was deposited by the petitioner herein, with the Clerk of this Court, on the 26th day of January, 1942, the sum of Two Thousand Four Hundred Ninety and 63/100 Dollars ($2,490.63), representing the fair, cash, market value as determined by said judgment for said real estate above referred to and more particularly hereinafter described.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the full, absolute fee simple title, in and to the real estate hereinafter described as follows, to-wit:

The Northeast Quarter of the Southeast Quarter (NE¼ SE¼), (less 6.25 acres which is already a part of Platt National Park), and the North Half of the Southeast Quarter of the Southeast Quarter (N½ SE¼ SE¼); and the North Half of the South Half of the Southeast Quarter of the Southeast Quarter (N½ S½ SE¼ SE¼), of Section Four (4), Township One (1) South, Range Three (3) East of the Indian Meridian, containing 63.75 acres of land, more or less, in Murray County, Oklahoma,

subject to an easement to the City of Sulphur for a right-of-way with the right of ingress and egress at all times for extension and maintenance of the sewer lines of the City of Sulphur, over and across the following described land: A tract of land 20 feet in width extending through the NE¼ NE¼ SE¼, and the NW¼ NE¼ SE¼, and the SW¼ NE¼ SE¼, and the NW¼ SE¼ SE¼ of Section 4, Township 1 South, Range 3 East,

did on the depositing of said sum of Two Thousand Four Hundred Ninety and 63/100 Dollars ($2,490.63) with the Clerk of this Court on the 26th day of January,

1942, vest in the United States of America, and the United States of America is hereby adjudged to have acquired said real estate and estate therein exclusive of all other claims made or that might be made thereto.

Bowen Braddock
Judge.

CERTIFIED COPY

D. C. Form No. 88

United States of America

Eastern DISTRICT OF Oklahoma } ss:

I, John H. Pugh Clerk of the United States District Court in and for the Eastern District of Oklahoma, do hereby certify that the annexed and foregoing is a true and full copy of the original JUDGMENT, In No. 427 Civil Action, U. S. A. Petitioner, Vs. 63.75 acres of land in Murray County, Oklahoma, et al., Respondents,

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Muskogee, Oklahoma this 28th day of January, A. D. 19 42

John H. Pugh
Clerk.

By Tom M. Spradling
Deputy Clerk.

03-06-1942: examining the abstract of title; march 06, 1942

DEED N°3
63.75 AC.

INTERIOR DEPT. RECEIVED MAR 7 1942 OFFICE OF THE SECRETARY

Office of the Attorney General
Washington, D.C.

INTERIOR DEPT. SECRETARY'S MAIL CENTER MAR - 7 1942 TO NATIONAL PARK SERVICE

NATIONAL PARK SERVICE RECEIVED MAR 9 - 1942 MAILS AND F...

March 6, 1942

Return To National Park Service Office of Chief Counsel Chicago, Ill

Honorable Harold L. Ickes,
Secretary of the Interior,
Washington, D. C.

My dear Mr. Secretary:

I have examined the abstract of title and supplemental transcript of record in the condemnation proceeding entitled United States of America v. Rilla Giles, et al., No. 427 Civil, in the District Court of the United States for the Eastern District of Oklahoma, concerning the acquisition of 63.75 acres of land in Murray County, Oklahoma, for use in connection with the Platt National Park, described in the enclosed copy of the final judgment, dated January 26, 1942.

The abstract of title was prepared by the Sulphur Abstract and Title Company and its final certificate, dated February 18, 1942, is in satisfactory form.

The sum of $2,490.63, the amount of the award, was deposited into the Registry of the Court on January 26, 1942, in satisfaction of the judgment entered on October 9, 1941.

I am of the opinion that a valid title to the land is vested in the United States of America, subject to a sewer ersement in the City of Sulphur, more particularly described in the final judgment.

Enclosed are the abstract of title, supplemental transcript of record and Clerk's receipt.

Respectfully,

Francis Biddle
Attorney General

9

00-00-0000: warranty deed, farmers' co-operative of murray county

165616 BOOK 222 PAGE 145

WARRANTY DEED

CHIC/103-04

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That the GRANTOR, FARMERS' CO-OPERATIVE OF MURRAY COUNTY, OKLAHOMA, INC., an Oklahoma corporation, acting pursuant to the resolution attached hereto and made a part hereof, for and in consideration of the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND AND NO/100 ($187,000.00) DOLLARS, cash in hand paid to it by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns, forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

Beginning at the Northwest corner of Lot 8, in Block 195, in the City of Sulphur, Oklahoma; thence West along Base Line 220.8 feet; thence South 246.3 feet; thence East 240 feet to the East line of the Railroad Right-of-way; thence Northwest along the East line of said Railroad Right-of-way, 250.8 feet to the point of beginning, and being a part of the NW¼NE¼ of Section 3, Township 1 South, Range 3 East.

The above-described lands contain 1.31 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

SUBJECT to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And the GRANTOR hereby covenants with the said GRANTEE that it will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. The GRANTOR further covenants that it is now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The GRANTOR further remises, releases and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTOR may have in the banks, beds and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The GRANTOR reserves only the following rights in the above-described property: a right of use and occupancy for a period of ten months from the date of closing.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR, through its duly appointed officer, has hereunto set hand and seal this 22 day of October, 19 76.

FARMERS' CO-OPERATIVE OF MURRAY COUNTY, OKLAHOMA, INC.

BY: S. P. Howe
S. P. HOWE, PRESIDENT

ATTEST:
George Powell
GEORGE POWELL, SECRETARY-TREASURER

(SEAL)

CHICKASAW N.R.A. DEED NO. 7

BOOK 222 PAGE 146

ACKNOWLEDGMENT

County of Murray

State of Oklahoma

On this 22 day of October, 1976, before me, the undersigned, Ollie M. Jennings, a Notary Public in and for the county and state aforesaid, personally appeared S. P. Howe, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Ollie M. Jennings
Notary Public in and for said

County of MURRAY

State of OKLAHOMA

My Commission expires:

July 10, 1980

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

STATE OF OKLAHOMA, COUNTY OF MURRAY, SS
FILED FOR RECORD
At 10:45 O'clock A. M.

OCT 22 1976

Book 222 Page 145-147
FORREST McMURTRY County Clerk
By Alice McGee Deputy
Fee $4.50

10-15-1976: loan resolution; october 15, 1976

BOOK 222 PAGE 147

LOAN RESOLUTION

A RESOLUTION OF THE MEMBERS OF THE FARMERS' CO-OPERATIVE OF MURRAY COUNTY, OKLAHOMA, AUTHORIZING THE OFFICERS TO SELL THE ASSETS OF SAID CORPORATION, EXCEPT INVENTORY, TO THE UNITED STATES OF AMERICA FOR THE SUM OF $187,000.00.

At a meeting of the Members of the Farmers' Co-operative of Murray County, Oklahoma, held on the 15th day of September, 1976, pursuant to proper notice thereof as shown by the Minutes of said meeting, a quorum being present and upon motion duly made, seconded and unanimously carried, the following Resolution was adopted:

"RESOLVED:

The Members of the Farmers' Co-operative of Murray County, Oklahoma, do hereby authorize and empower the Officers of said corporation to sell all the assets of said Co-operative, including real estate, but not including inventory, to the United States of America for the sum of $187,000.00 and to take the necessary steps and execute the necessary documents to effectuate the transfer herein authorized."

J P Howe
President

CERTIFICATION

I, the undersigned Secretary of Farmers' Co-operative of Murray County, Oklahoma, hereby certify that the Members of said Co-operative at a meeting duly called for that purpose with a quorum present, held on the 15th day of September, 1976, adopted the above Resolution by a unanimous vote and that said Resolution has not been rescinded or amended in any way.

DATED this 15th day of October, 1976.

George Powell
Secretary



00-00-0000: warranty deed, walter m. powell

166319 BOOK 223 PAGE 657

CHIC/103-03

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, WALTER M. POWELL, as Trustee, and, acting in my own right as a single man; PATRICIA POWELL MCDONALD, as Trustee, and, acting in my own right as a married woman, joined herein by my husband, SCOTT MCDONALD; and KATHLEEN ADAMS POWELL, a widow; GRANTORS, for and in consideration of the sum of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS, cash in hand paid to us by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

Lots 5, 6, 7 and 8, including all right to Chelsea Avenue South of said lots, as shown by Judgment in S. W. Tyer, et al., Case No. 9010, District Court of Murray County, Oklahoma, in Block 195, in the City of Sulphur, Oklahoma; containing 1.57 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And we hereby covenant with the said GRANTEE that we will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. We further covenant that we are now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The GRANTORS further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTORS may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The GRANTORS reserve only the following rights in the above described property.

NONE

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 19 day of January, 19 77.

Walter M. Powell, Trustee
WALTER M. POWELL, TRUSTEE

Patricia Powell McDonald Trustee
PATRICIA POWELL MCDONALD, TRUSTEE

Walter M. Powell
WALTER M. POWELL, ACTING IN MY OWN RIGHT

Patricia Powell McDonald
PATRICIA POWELL MCDONALD, ACTING IN MY OWN RIGHT

Scott McDonald
SCOTT MCDONALD

Kathleen Adams Powell
KATHLEEN ADAMS POWELL

RECORDED ✓
COMPARED ✓
NUMERICAL ✓
INDEXED ✓

STATE OF OKLAHOMA, COUNTY OF MURRAY, SS
FILED FOR RECORD
At 1:20 O'clock P M.
JAN 19 1977
Book 223 Page 657-660
FORREST McMURTRY County Clerk
By Irene McFarland Deputy
Fee 6.00

CHICKASAW N.R.A. DEED NO. 15

01-19-1977: acknowledgment; january 19, 1977

BOOK 223 PAGE 658

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19 day of January, 1977, personally appeared Walter M. Powell, as Trustee, and acting in his own right, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/~~her~~ free and voluntary act and deed for the uses and purposes therin set forth.

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

Notary Public

My Commission Expires:

July 10, 1980

BOOK 223 PAGE 659

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19 day of January, 19 77, personally appeared Patricia Powell McDonald, as Trustee, and acting in her own right with Scott McDonald, her husband, 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.

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

Notary Public

My Commission Expires:
July 10, 1980

BOOK 223 PAGE 650

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19 day of January, 1977, personally appeared Kathleen Adams Powell, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she executed the same as ~~his~~/her free and voluntary act and deed for the uses and purposes therin set forth.

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

Ocie M. Jennings
Notary Public

My Commission Expires:
July 10, 1980

OKLAHOMA $100.00 DOCUMENTARY 017226 | O.J.M. $10.00 1-19-77 0173032 | O.J.M. $5.00 1-19-77 0218848 | O.J.M. $1.00 1-19-77 0360097 | O.J.M. $1.00 1-19-77 0360098 | O.J.M. $1.00 1-19-77 0360099 | OKLAHOMA O.J.M. 25¢ 1-19-77 0019875

118.25

01-11-1977: quitclaim deed, james r. treas and helen arlene treas; january 11, 1977

BOOK 223 PAGE 524

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

QUITCLAIM DEED

166250

CHIC/103-07

KNOW ALL MEN BY THESE PRESENTS:

That we, JAMES R. TREAS AND HELEN ARLENE TREAS, husband and wife, GRANTORS, for and in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED AND NO/100 ($12,500.00) DOLLARS, cash in hand paid to us by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

Lots 5, 6, 7 and 8, including all right to Chelsea Avenue South of said lots, as shown by Judgment in S. W. Tyer, et al, Case No. 9010, District Court of Murray County, Oklahoma, in Block 195, in the City of Sulphur, Oklahoma, containing 1.57 acres, more or less;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto, including a two-bay automatic car wash and equipment room.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging.

The GRANTORS further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTORS may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 11 day of January, 1977

James R. Treas
JAMES R. TREAS

Helen Arlene Treas
HELEN ARLENE TREAS

3:45 O'clock P. M.
JAN 11-1977
223 524-525
Alice McGuire, Deputy

Fee $3.60

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

BOOK 223 PAGE 525

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Murray)

Before me, the undersigned, a Notary Public in and for said County and State, on this 11 day of January, 1977, personally appeared James R. Treas and Helen Arlene Treas, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Ollie M. Jennings
Notary Public

My commission expires:
July 10, 1980

01-11-1977: warranty deed, james c. griffitts

222 PAGE 128 (165607 (

ed prepared by and
o be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

WARRANTY DEED

CHIC/101-03

KNOW ALL MEN BY THESE PRESENTS:

That I, JAMES G. GRIFFITTS, a widower,

GRANTOR, for and in consideratio

of the sum of TWELVE THOUSAND THREE HUNDRED AND NO/100 ($12,300.00) DOLLAR
cash in hand paid to me by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which su
is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE,
and unto its assigns forever, the following described lands lying in the County of
Murray and State of Oklahoma, to-wit:

The SW¼ SE¼ of Section 16, Township 1 South, Range 3 East;

EXCEPT 1/3 interest in the oil, gas and other minerals in and under and that may be produced from said premises; and all rights, interests and estates of whatsoever natur incident to or growing out of said outstanding minerals; and, EXCEPT all interest in t coal and asphalt and coal and asphalt rights in and under and that may be produced fro said premises; and all rights, interests and estates of whatsoever nature incident to growing out of said outstanding minerals.

The above-described lands contain 40.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And I hereb covenant with the said GRANTEE that I shall WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. I further covenant that I am now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

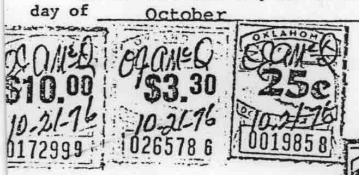
The GRANTOR further remises, releases, and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTOR may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The GRANTOR reserves only the following rights in the above described property.

NONE

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his/~~her~~ hand this 21
day of October, 19 76.



James G. Griffitts
JAMES G. GRIFFITTS



CHICKASAW N.R.A. DEED NO. 4

Rec 13 75

10-21-1976: acknowledgment, james c. griffitts; october 21, 1976

BOOK 222 PAGE 129

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of October, 19 76, personally appeared James G. Griffitts,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/~~she~~ executed the same as his/~~her~~ free and voluntary act and deed for the uses and purposes therin set forth.

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

OLLIE H. JENNINGS NOTARY PUBLIC IN AND FOR MURRAY COUNTY STATE OF OKLAHOMA

Ollie H. Jennings
Notary Public

My Commission Expires:
July 10, 1980

RECORDED ✓
COMPARED ✓
NUMERICAL ✓
INDEXED ✓

STATE OF OKLAHOMA, COUNTY OF MURRAY, ss
FILED FOR RECORD
At 10:45 O'clock A. M.
OCT 21 1976
Book 222 Page 128-129
FORREST McMURTRY, County Clerk
By Wilma McGuire, Deputy
Fee #3.50

00-00-0000: warranty deed, kay frazier chaffin and paul chaffin

165383 BOOK 221 PAGE 387

WARRANTY DEED

CHIC/102-07

eed prepared by and
o be returned to the
ational Park Service
ivision of Land Acquisition
. O. Box 728
anta Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That we, KAY FRAZIER CHAFFIN (AKA KAY RICHARDSON FRAZIER, KAY FRAZIER AND KAY E. FRAZIER) AND PAUL CHAFFIN, a married couple, GRANTORS, for and in consideration of the sum of FORTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 ---------- ($43,125.00) DOLLARS, cash in hand paid to us by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

A part of the SW¼ SE¼ and S½ SW¼ SE¼ SE¼, Section 4, Township 1 South, Range 3 East, beginning at the Northwest corner of the S½ SW¼ SE¼ SE¼; thence East 250 feet; thence South 262.36 feet; thence West 500 feet; thence North 262.36 feet; thence East 250 feet to the point of beginning, all in Section 4, Township 1 South, Range 3 East.

The above-described lands contain 3.01 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And we hereby covenant with the said GRANTEE that we will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. We further covenant that we are now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The GRANTORS further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTORS may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The GRANTORS reserve only the following rights in the above described property.
A right of use and occupancy for twenty-five years from the date of closing, the terms and conditions of which are set out in Exhibit "A" hereto.
The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 28 day of September, 19 76.

OKLAHOMA $20.00 7159289
OKLAHOMA $20.00 7159290
OKLAHOMA $5.00 0141994
$2.20 9-29-76 0234787
55¢ 033306 0
10¢ 0109904

Kay Frazier Chaffin
KAY FRAZIER CHAFFIN (AKA KAY RICHARDSON FRAZIER, KAY FRAZIER, AND KAY E. FRAZIER)

Paul Chaffin
PAUL CHAFFIN

CHICKASAW N.R.A. DEED NO. 5

Rec: 47 85

BOOK 221 PAGE 388

EXHIBIT "A"

TERMS AND CONDITIONS
RESERVED ESTATE

The restrictions hereby imposed upon the use of the herein described lands by the GRANTORS and the acts which the GRANTORS so covenant to do and/or refrain from doing shall be as follows:

1. The GRANTORS reserve the right to use and occupy the property described below for a period of twenty-five years from date of closing, with the knowledge that the Chickasaw National Recreation Area is intended by Congress to be preserved in its natural state, and the GRANTORS agree that the premises reserved will not be used except as non-commercial residential purposes and to such extent only as may be needed and intended in carrying out the true intent and meaning of this agreement; and that the GRANTORS will faithfully keep, observe, enforce, and obey and require all invitees, employees and guests and all persons under the GRANTORS' control, to keep, observe, enforce, and obey each and every provision hereinafter prescribed or any applicable Act of Congress, or any rule, order or regulation concerning the area, its use, care, management and all such Acts of Congress, rules and regulations governing the area, etc., are expressly made a part hereof, whether now in force or hereafter enacted or provided.

2. Description of the area reserved:

Total area hereinabove described.

3. That said GRANTORS, at their expense, will keep the premises and buildings, and all things in and about the same, in a clean and sanitary condition, which shall include sewage and garbage disposal as may be directed by the United States and that all buildings, fences, driveways, roads, etc., will be kept in good repair, and that the United States shall at all times have the right and privilege of entering upon the premises for the purpose of inspecting the same.

4. That said GRANTORS will not cut any live, dead or down timber on said premises, injure or spoil any of the natural features on the premises or use the premises for purposes other than that of a residence; provided that the GRANTORS may use dead, fallen or ripe timber, on the premises, so far as may be necessary, and as marked by the United States, for repair or maintenance of buildings and other structures and improvements, and dead or fallen timber for fuel and other purposes essential to the use

and enjoyment of the premises, and slashings incidental to such use of dead or fallen timber shall be cleared and disposed of to the satisfaction of the United States to eliminate fire hazards.

5. That said GRANTORS will take all reasonable precaution or prevent fires.

6. That said lands shall not be used for mining or industrial activity except as may be authorized in writing on such terms and conditions deemed appropriate by the Superintendent, Chickasaw National Recreation Area, the duly authorized representative of the Secretary of the Interior.

7. There shall be no change in the character of the topography of said lands other than that caused by the forces of nature, except as may be authorized in writing by the Superintendent, Chickasaw National Recreation Area, the duly authorized representative of the Secretary of the Interior.

8. That no new building or any structure may be constructed, erected or moved onto said lands or any addition or alteration or improvement of any kind shall be erected or made on the premises hereby reserved without the prior approval of the Superintendent, Chickasaw National Recreation Area, duly authorized representative of the Secretary of the Interior, in writing and all improvements made by the GRANTORS upon the reserved premises shall, when made, at once be deemed to be attached to the freehold and become the property of the United States on the termination of said rights without compensation therefor. No Trailer or Mobile Home shall be placed, used or maintained on said lands as a substitute for a residential building or other structure, and no sign, billboard, or advertisement shall be displayed or placed upon said lands. There is specifically retained by the GRANTORS the right to perform ordinary maintenance on all existing structures and buildings, together with the right to replace, rebuild, or substitute any building or structure now existing with similar buildings or structures in substantially the same location, if all or any of such existing buildings are destroyed or damaged by fire, storm or other casualty.

9. That the GRANTORS will procure and maintain, at their cost, a standard fire and extended coverage insurance policy insuring the buildings and improvements now located on said premises or hereafter constructed thereon to the full insurable value, (or in an amount deemed by the United States to be sufficient to protect its interest). The policy shall have annexed a loss payable endorsement naming the United States as loss payee and the proceeds of the insurance are to be made payable to the United States. The original policy shall be delivered to the Superintendent, Chickasaw National Recreation Area, the duly authorized representative of the Secretary of the Interior. In the event of a loss, so covered by said insurance, the GRANTOR may apply such insurance proceeds to replace or repair the loss or damages to buildings or improvements.

The GRANTORS shall have the right if the insurance money is not sufficient for this purpose to complete the replacement of such destroyed property at their own additional expense, such replacement to stand in all respects as the original property stood. The insurance referred to herein above shall be continued in force during the entire term of said rights.

10. GRANTORS shall pay any and all possessory interest taxes and assessments which may for any and all purposes be payable, assessed, or imposed on said rights during the term of occupancy. The GRANTORS will also be responsible for the payment of all services funished by utilities.

11. The Grantors will further hold and save the United States harmless from any and all claims for damages to all persons or property by reason of the occupation and use of the premises during the term of this Reserved Estate.

12. The GRANTORS may at any time relinquish by donation the unused portion of the reserved occupancy to the United States of America and upon doing so, all of the rights and obligation under this offer shall cease. GRANTORS' retained rights during their existence may be conveyed or transferred.

13. That said GRANTORS will, at the expiration or forfeiture of these rights, peacefully surrender the reserved premises, and all buildings, appurtenances, etc., in connection therewith to the United States, in the same condition as of the date of this agreement, except for reasonable and ordinary wear and tear and damages by the elements, or by circumstances over which the GRANTORS have no control.

14. Upon breach of any provisions of this agreement by the GRANTORS or failure upon the GRANTORS' part to conform to the laws of the United States, or any rules or regulations regarding the area whether now in force or hereafter enacted or provided, the United States may declare these rights void and terminate the GRANTORS' reservation of the above-described Estate by giving ninety (90) days notice in writing mailed to the GRANTORS by certified mail, and upon tender to the owner an amount equal to the fair market value of the portion of the right which remains unexpired on the date of termination. The United States may thereafter re-enter the said premises; but in the event these rights are declared forfeited, the GRANTORS shall have the right within a reasonable time from such declaration of forfeiture to go on the said premises and remove personal belongings.

15. THE GRANTORS HEREIN FULLY UNDERSTAND THAT BY RESERVING THE RIGHT OF USE AND OCCUPANCY HEREIN THAT REPLACEMENT HOUSING BENEFITS UNDER SECTIONS 203, 204, 205 AND 206 OF PUBLIC LAW 91-646 ARE WAIVED.

09-28-1976: acknowledgment, kay frazier chaffin and paul chaffin; september 28, 1976

BOOK 221 PAGE 391

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of September, 1976 personally appeared Kay Frazier Chaffin and Paul Chaffin, a married couple, 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.

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

Ollie M. Jennings
Notary Public

My commission expires: July 10, 1980

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

STATE OF OKLAHOMA, COUNTY OF MURRAY, SS
FILED FOR RECORD
At 4:50 O'clock P. M.
SEP 28 1976
Book 221 Page 387-391
FORREST McMURTRY County Clerk
By Ollie McGuire Deputy
Fee #6.00

11-05-1976: warranty deed, j. f. richardson and nellie m. richardson; november 05, 1976

BOOK 222 PAGE 314

165715

WARRANTY DEED

CHIC/102-08

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That we, J. P. RICHARDSON AND NELLIE M. RICHARDSON, husband and wife, GRANTORS, for and in consideration of the sum of EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($87,500.00) DOLLARS, cash in hand paid to us by the UNITED STATES OF AMERICA GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

SEE EXHIBIT "A" HERETO

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And we hereby covenant with the said GRANTEE that we will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. We further covenant that we are now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The GRANTORS further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTORS may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The GRANTORS reserve only the following rights in the above described property.
NONE

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 5th day of November, 1976.

CHICKASAW N.R.A. DEED NO. 6

J. P. RICHARDSON

NELLIE M. RICHARDSON

OKLAHOMA DOCUMENTARY 11-5-76 $20.00 159304

OKLAHOMA DOCUMENTARY 11-5-76 $20.00 159300

OKLAHOMA DOCUMENTARY $50.00 017779

$5.00 11-5-76 0218814

$1.00 11-5-76 0360055

$.25¢ 0019862

EXHIBIT "A"

A part of the SW¼ SE¼ described as follows, to-wit: Beginning at the Southeast corner of SW¼ SE¼, thence North on Quarter Section line to the center of the creek bed, where the same crosses Section line; thence following the meanderings of the creek in a Southwesterly direction to where it crosses the South section line; thence East to place of beginning, containing in all 3½ acres, more or less and being all of the SW¼ SE¼ lying East of the creek, and the S½ SW¼ SE¼ SE¼, all in Section 4, and the W½ NE¼ NE¼ and NW¼ NE¼ of Section 9, all in Township 1 South, Range 3 East, less the following described tract of land: A part of the SW¼ SE¼ and S½ SW¼ SE¼ SE¼ Section 4, Township 1 South, Range 3 East, beginning at the Northwest corner of the S½ SW¼ SE¼ SE¼; thence East 250 feet; thence South 262.36 feet; thence West 500 feet; thence North 262.36 feet; thence East 250 feet to the point of beginning, all in Section 4, Township 1 South, Range 3 East; including water rights appurtenant to the property established by Final Order No. 33 of the Oklahoma Water Resources Board, dated August 12, 1969, and recorded January 19, 1970, in Book 177, Page 186, in the Office of the County Clerk of Murray County, Oklahoma;

SUBJECT TO an easement grant in favor of City of Sulphur, Oklahoma, recorded in Book 72, page 37, across the E½ NW¼ NE¼ and SE¼ NW¼ NE¼ of Section 9, Township 1 South, Range 3 East, for extension and maintenance of sewer lines; and an easement and right-of-way, in favor of Lone Star Gas Company, recorded in Book 183, page 404, across SW¼ SE¼ of Section 4, Township 1 South, Range 3 East, and W½ NE¼ NE¼ and NW¼ NE¼ of Section 9, Township 1 South, Range 3 East, both recorded in the Office of the County Clerk of Murray County, Oklahoma.

The above-described lands contain 63.65 acres, more or less.

The GRANTORS shall have the right if the insurance money is not sufficient for this purpose to complete the replacement of such destroyed property at their own additional expense, such replacement to stand in all respects as the original property stood. The insurance referred to herein above shall be continued in force during the entire term of said rights.

10. GRANTORS shall pay any and all possessory interest taxes and assessments which may for any and all purposes be payable, assessed, or imposed on said rights during the term of occupancy. The GRANTORS will also be responsible for the payment of all services funished by utilities.

11. The Grantors will further hold and save the United States harmless from any and all claims for damages to all persons or property by reason of the occupation and use of the premises during the term of this Reserved Estate.

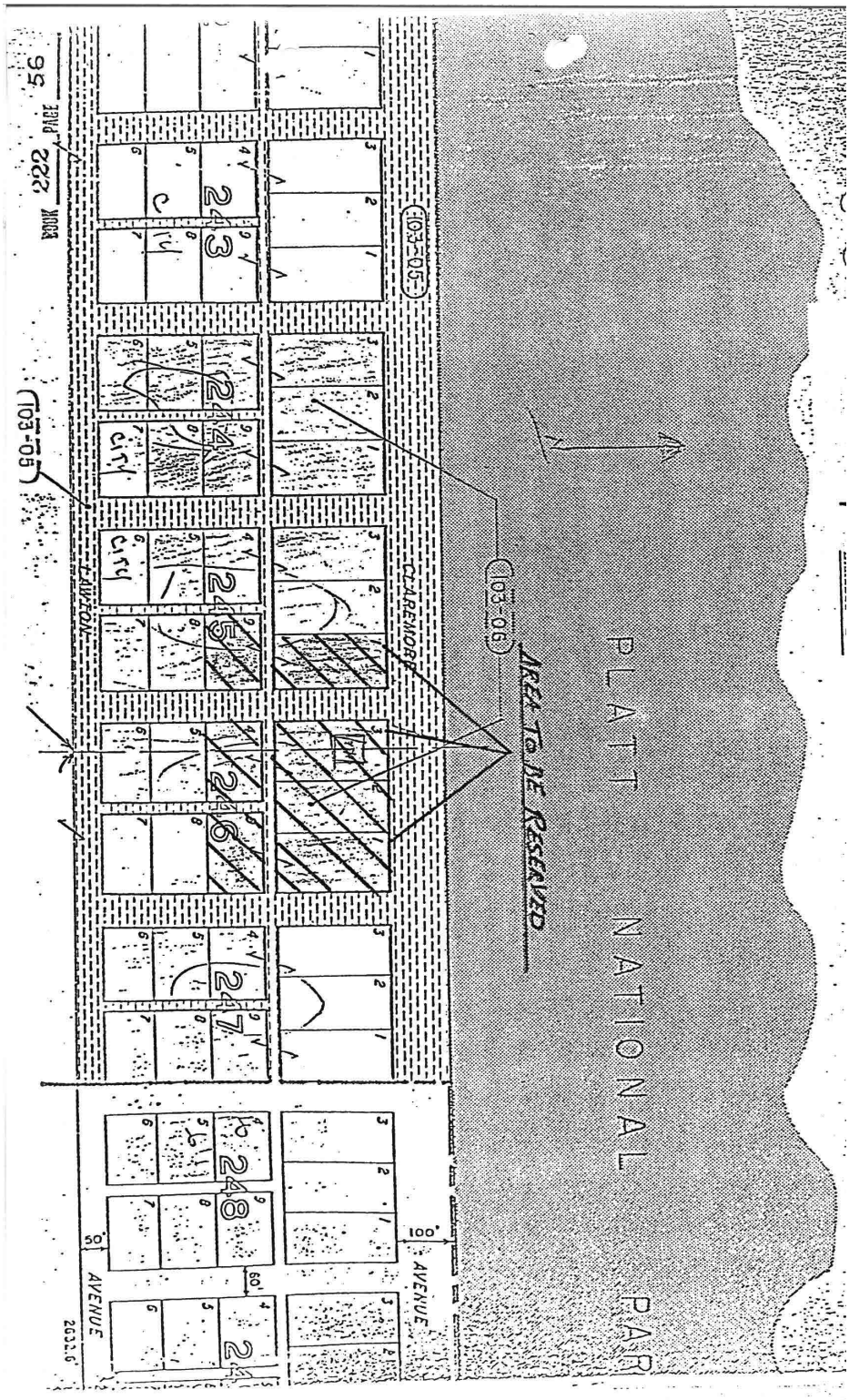
12. The GRANTORS may at any time relinquish by donation the unused portion of the reserved occupancy to the United States of America and upon doing so, all of the rights and obligation under this offer shall cease. GRANTORS' retained rights during their existence may be conveyed or transferred.

13. That said GRANTORS will, at the expiration or forfeiture of these rights, peacefully surrender the reserved premises, and all buildings, appurtenances, etc., in connection therewith to the United States, in the same condition as of the date of this agreement, except for reasonable and ordinary wear and tear and damages by the elements, or by circumstances over which the GRANTORS have no control.

14. Upon breach of any provisions of this agreement by the GRANTORS or failure upon the GRANTORS' part to conform to the laws of the United States, or any rules or regulations regarding the area whether now in force or hereafter enacted or provided, the United States may declare these rights void and terminate the GRANTORS' reservation of the above-described Estate by giving ninety (90) days notice in writing mailed to the GRANTORS by certified mail, and upon tender to the owner an amount equal to the fair market value of the portion of the right which remains unexpired on the date of termination. The United States may thereafter re-enter the said premises; but in the event these rights are declared forfeited, the GRANTORS shall have the right within a reasonable time from such declaration of forfeiture to go on the said premises and remove personal belongings.

15. THE GRANTORS HEREIN FULLY UNDERSTAND THAT BY RESERVING THE RIGHT OF USE AND OCCUPANCY HEREIN THAT REPLACEMENT HOUSING BENEFITS UNDER SECTIONS 203, 204, 205 AND 206 OF PUBLIC LAW 91-646 ARE WAIVED.

10-19-1976: area to be reserved; october 19, 1976



BOOK 222 PAGE 5

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19 day of October, 19 76, personally appeared EDWIN M. BRISTOL AND BARBARA A. BRISTOL,

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.

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

Notary Public

My Commission Expires:
July 10, 1980

RECORDED ✓
COMPARED ✓
NUMERICAL ✓✓
INDEXED ✓✓

STATE OF OKLAHOMA, COUNTY OF
FILED FOR RECORD
At 1:40 O'clock P M
OCT 19 1976
Book 222 Page 52-57
FORREST McMURTRY County Clerk
By Deputy
Fee $8.00

11-22-1976: waranty deed, blanche k. horner; november 22, 1976

165878

BOOK 222 PAGE 589

WARRANTY DEED

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

CHIC/101-23

KNOW ALL MEN BY THESE PRESENTS:

That I, BLANCHE K. HORNER (FORMERLY BLANCHE K. BROWN), a feme sole, , GRANTOR,

for and in consideration of the sum of TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS, cash in hand paid to me by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

An undivided one-third interest in all oil, gas and other minerals, except coal and asphalt and coal and asphalt rights, in the SW 1/4 SE 1/4 of Section 16, Township 1 South, Range 3 East, said lands containing 40.0 acres, more or less.

STATE OF OKLAHOMA COUNTY OF MURRAY
FILED FOR RECORD
At 2:10 O'clock P M
NOV 22 1976
Book 222 Page 589-5
FORREST McMURTRY County Clerk
By Ellen McGuire Deputy
Fee $3.50

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described property unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And I hereby covenant with the said GRANTEE that I shall WARRANT and DEFEND the title to said property against the claims of all persons whomsoever. I further covenant that I am now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The above-described property is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his/her hand this 22 day of November, 19 76.

RECORDED V
COMPARED V
INDEXED V

Blanche K Horner
BLANCHE K. HORNER (FORMERLY BLANCHE K. BROWN)
(formerly Blanche K Brown)

CHICKASAW N.R.A. DEED NO. 9

00-00-0000: acknowledgment, blanche k. horner

BOOK 222 PAGE 590

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22 day of November, 1976, personally appeared Blanche K. Horner,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therin set forth.

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

OLLIE M. JENNINGS NOTARY PUBLIC STATE OF OKLAHOMA

Ollie M. Jennings
Notary Public

My Commission Expires:

July 10, 1980

00-00-0000: warranty deed, know all men by these presents

166090

BOOK 223 PAGE 238 WARRANTY DEED

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

CHIC/101-09 and 1

KNOW ALL MEN BY THESE PRESENTS:

That the GRANTOR, THE BUFFALO CO., a limited partnership formed under the laws of Oklahoma, New Mexico and Texas, for and in consideration of the sum of THREE HUNDRED AND NO/100 ($300.00) DOLLARS, cash in hand paid to it by the UNITED STATES OF AMERICA, GRANTEE and receipt of which sum is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns, forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

Tract 101-09

An undivided 27/448 interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft, in the SW¼ and the W½ SE¼ of Section 9, Township 1 South, Range 3 East; said lands containing 240.0 acres, more or less.

Tract 101-17

An undivided 9/256 interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft, in the NE¼ and the N½ N½ NW¼ and the SE¼ NE¼ NW¼ and the E½ SE¼ NW¼ and the Southeast diagonal one-half of the W½ SE¼ NW¼ and the E½ SW¼ and the NW¼ SE¼ of Section 16, Township 1 South, Range 3 East; said lands containing 360.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its heirs and assigns, forever, with all appurtenances thereunto belonging. And the GRANTOR hereby covenants with the said GRANTEE that it will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. The GRANTOR further covenants that it is now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR, through its duly appointed officer, has hereunto set hand and seal this 15th day of December, 19 76.

THE BUFFALO CO.

By: _____
H. HUFFMAN, SOLE GENERAL PARTNER

CHICKASAW N.R.A. DEED NO. 10

BOOK 223 PAGE 239

ACKNOWLEDGMENT

County of OKLAHOMA

State of OKLAHOMA

On this 15th day of December, 1976 before me, ANN H. JOHNSEY, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. Huffman, who acknowledged that he/she is Sole General Partner of The Buffalo Co., a limited partnership, and that he/she being authorized to do so, executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Ann H. Johnsey
Notary Public in and for said
County of OKLAHOMA
State of OKLAHOMA
My Commission expires:
October 7, 1979

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

FILED FOR RECORD
At 10:10 O'clock A.M
DEC 16 1976
Book 223 Page 238-239
FORREST McCARTNEY County Clerk
By Willie McQueen Deputy

Fee $3.00

WSC-LW -6
(Aug. 1970)

CERTIFICATE OF INSPECTION AND POSSESSION

I, Robert S. Miller, an employee of the Dept of the Interior hereby certify that on the 16th day of December, 19 76 I made a personal examination and inspection of that certain tract or parcel of land situate in the County of Murray, State of Oklahoma designated as Tract Nos. 101-09 & 101-17 and containing *see below acres, ~~(surveyed to be)~~ acquired by the United States of America in connection with the Chickasaw National Recreation Area Project, from The Buffalo Co.

*27/448 mineral interest in 240 acres; 9/256 mineral interest in 360 acres.

1. That I am fully informed as to boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendor and of all occupants, if any, of any land and ascertained that nothing had been done on or about said premises within the past six months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendor and of all occupants, if any, of said land as to his/their rights of possession and the rights of possession of any person or persons known to him/them, and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendor or of the United States of America.

3. That I was informed by the above-named vendor and by all other occupants, if any, that to the best of his/their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, manufacturing, or other purpose; nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land; which are not intended to be left outstanding by reservation or exception from the estate being acquired or which have not been waived in writing.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records or which is set out below.

6. That said premises are now wholly unoccupied and vacant.

Extended to December 16, 1976

APPROVED

_____ (Name)

_____ (Title)

Robert S. Miller (Name)

C Leif Ronsen (Title)

00-00-0000: warranty deed, know all men by these presents

BOOK 222 PAGE 518

165830

SPECIAL

WARRANTY DEED

National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

CHIC/101-11 and 101-19

KNOW ALL MEN BY THESE PRESENTS:

That the GRANTOR, FOREST OIL CORPORATION, a New York Corporation, for and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 ($350.00) DOLLARS, cash in hand paid to it by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns, forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

Tract 101-11

An undivided 4/56 interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft, in the SW/4 and the W/2 SE/4 of Section 9, Township 1 South, Range 3 East; said lands containing 240.00 acres, more or less.

Tract 101-19

An undivided 16/384 interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft, in the NE/4 and the N/2 N/2 NW/4 and the SE/4 NE/4 NW/4 and the E/2 SE/4 NW/4 and the Southeast diagonal one-half of the W/2 SE/4 NW/4 and the E/2 SW/4 and the NW/4 SE/4 of Section 16, Township 1 South, Range 3 East; said lands containing 360.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its heirs and assigns, forever, with all appurtenances thereunto belonging. And title is warranted by, through, and under GRANTOR, but not otherwise.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR, through its duly appointed officer, has hereunto set hand and seal this 10th day of November, 1976

ATTEST:

R. E. Stevens
Assistant Secretary

FOREST OIL CORPORATION

By: W. J. Stark
Vice President

(SEAL)

RECORDED
COMPARED
INDEXED

55¢
11/19/76
1033307 2

FILED FOR RECORD
NOV 19 1976

CHICKASAW N.R.A. DEED NO. 11

ACKNOWLEDGMENT

BOOK 222 PAGE 519

County of DENVER

State of COLORADO

On this 17th day of November, 1976, before me, Norma M. Meeks, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. J. Stark, who acknowledged that he/~~she~~ is Vice-President of Forest Oil Corporation, and that he/~~she~~ being authorized to do so, executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Norma M. Meeks
Notary Public in and for said
County of Denver
State of Colorado
My Commission expires:
June 4, 1977

00-00-0000: resolution adopted by board of directors

BOOK 222 PAGE 589

The following is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of Forest Oil Corporation duly called and held on the 10th day of September, 1945, at which a quorum was present and participated, viz:

"Upon motion duly made, seconded and unanimously carried, it was

"RESOLVED, That any two officers of this corporation be, and they hereby are, authorized and empowered to sell, assign, transfer, convey and deliver, in the name and on behalf of this corporation, any or all right, title and interest of any character in any assets now owned or hereafter acquired by this corporation, for such prices and upon such terms and conditions as any such officers shall deem proper and advisable; to borrow money on behalf of this corporation; to execute contracts on behalf of this corporation relative to any of the business of the corporation; to guarantee the loans, obligations, commitments or contracts of any other person, firm or corporation; and any two such officers are further authorized and empowered to execute on behalf of this corporation all deeds, leases, conveyances, transfers, assignments, bills of sale, division and transfer orders, contracts, agreements, notes, bonds, pledges, mortgages, guarantees, indemnities and other instruments which may be necessary, useful or expedient at any time in carrying on the business of this corporation with any person, firm or other corporation; and any such two officers are hereby specifically authorized to sell, or contract for the sale of, any or all oil, gas or other minerals now in the custody of any person, firm or corporation or which may hereafter be delivered to any such person, firm or corporation to the credit of this corporation."

I, the undersigned Lester A. Wade, a duly elected, qualified and acting Assistant Secretary of Forest Oil Corporation, do hereby certify that the foregoing Resolution has not since the date of its adoption been in any wise rescinded, annulled or revoked, and said Resolution is presently in full force and effect.

By the execution hereof I do further certify that W. J. Stark was duly elected to the office of Vice President and R. E. Stevens to the office of Assistant Secretary of Forest Oil Corporation and that the same are qualified and authorized to perform and exercise all of the powers set forth in the above described Resolution.

IN WITNESS OF WHICH, WITNESS MY HAND and the Seal of Forest Oil Corporation this 10th day of November, 1976.

(SEAL)

Lester A. Wade
Assistant Secretary

00-00-0000: warranty deed, know all men by these presents

BOOK 223 PAGE 581

166283

WARRANTY DEED

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

CHIC/102-16

KNOW ALL MEN BY THESE PRESENTS:

That we, THE GRANTORS, ALVIN LEE KAHLOR (AKA A. L. KAHLOR) AND HELEN KAHLOR (AKA MRS. A. L. KAHLOR), a married couple; VERNON DALE KAHLOR AND WANDA BEA KAHLOR, a married couple; IVAN GLENN KAHLOR (AKA GLENN KAHLOR) AND JOYCE KAHLOR, a married couple; ALICE LOU ZITTEL AND ROBERT J. ZITTEL, a married couple; EVELYN SUE SHELTON AND BENNY L. SHELTON, a married couple; MABEL GOOD NORMAN, a single woman; MURIEL ERICKSON AND LOGAN ERICKSON, a married couple; MILDRED KAHLOR (AKA MILDRED E. KAHLOR), a widow; MELVIN A. KAHLOR AND FERN M. KAHLOR, a married couple; EDNA DAVIS, a single woman; RUTH LOUISE KAHLOR HARRIS AND WILLIAM B. HARRIS, a married couple, and RALPH WILLARD KAHLOR AND ROSA B. KAHLOR, a married couple; for and in consideration of the sum of NINE HUNDRED FIFTY AND NO/100 ($950.00) DOLLARS, cash in hand paid to us by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns, forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

An undivided one-half mineral interest in the SW¼ SE¼ lying West of the Center of Creek, in Section 4, Township 1 South, Range 3 East; said lands containing 37.50 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described property unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And we hereby covenant with the said GRANTEE that we will WARRANT and DEFEND the title to said property against the claims of all persons whomsoever. We further covenant that we are now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The above-described property is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands on the dates set out below.

11/22/76 — Date
Alvin Lee Kahlor
ALVIN LEE KAHLOR (AKA A. L. KAHLOR)

11/22/76 — Date
Helen Kahlor
HELEN KAHLOR (AKA MRS. A. L. KAHLOR)

11/22/76 — Date
Vernon Dale Kahlor
VERNON DALE KAHLOR

11/22/76 — Date
Wanda Bea Kahlor
WANDA BEA KAHLOR

11/24/76 — Date
Glenn Kahlor
IVAN GLENN KAHLOR (AKA GLENN KAHLOR)

11/24/76 — Date
Joyce Kahlor
JOYCE KAHLOR

CHICKASAW N.R.A. DEED NO. 12

BOOK 223 PAGE 582

Date	
12/22/76	Alice Lou Zittel ALICE LOU ZITTEL
12/27/76	Robert J. Zittel ROBERT J. ZITTEL
12-11-1976	Evelyn Sue Shelton EVELYN SUE SHELTON
12-11-1976	Benny L. Shelton BENNY L. SHELTON
1-5-1977	Mabel Good Norman MABEL GOOD NORMAN
11/22/76	Muriel Erickson MURIEL ERICKSON
11/22/76	Logan Erickson LOGAN ERICKSON
11/23/76	Mildred E. Kahlor MILDRED KAHLOR (AKA MILDRED E. KAHLOR)
1-10-77	Melvin A Kahlor MELVIN A. KAHLOR
1-10-77	Fern M Kahlor FERN M. KAHLOR
11/22/76	Edna Davis EDNA DAVIS
12-21-76	Ruth Louise Kahlor Harris RUTH LOUISE KAHLOR HARRIS
12-21-76	William B. Harris WILLIAM B. HARRIS
12.15.76	Ralph Willard Kahlor RALPH WILLARD KAHLOR
12-15-76	Rosa B Kahlor ROSA B. KAHLOR

RECORDED ✓
COMPARED ✓
NUMERICAL ✓✓
INDEXED ✓✓

FILED FOR RECORD
At 9:55 O'clock A M.
JAN 14 -1977
Book 223 Page 581-594
[illegible] County Clerk
Anna M. Fisher Deputy

Fee 17.50

00-00-0000: acknowledgment, evelyn sue shelton and benny l. shelton

ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss.
COUNTY OF DEKALB)

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of December, 1976, personally appeared Evelyn Sue Shelton and Benny L. Shelton, a married couple,

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.

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

Notary Public
Donna DeWoody

My Commission Expires:
Notary Public, Georgia State at Large
My Commission Expires Jan. 27, 1980

BOOK [illegible] PAGE [illegible]

ACKNOWLEDGMENT

STATE OF Oklahoma);
) ss.
COUNTY OF Murray)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of [illegible], 19[illegible], personally appeared Alvin Lee Kahlor and Helen Kahlor, a married couple,

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.

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

[illegible]
Notary Public

My Commission Expires:
[illegible]

BOOK 223 PAGE 585

A C K N O W L E D G M E N T

STATE OF Oklahoma)
) ss.
COUNTY OF Murray)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22 day of Nov3mber, 1976, personally appeared Vernon Dale Kahlor and Wanda Bea Kahlor, a married couple,

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.

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

Notary Public

My Commission Expires:
1/5/1978

BOOK 4223 PAGE 586

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Murray)

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of November, , 1976, personally appeared Mildred Kahlor, a widow,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she executed the same as ~~his~~/her free and voluntary act and deed for the uses and purposes therin set forth.

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

Notary Public

My Commission Expires:
1/5/1978

00-00-0000: acknowledgment, muriel erickson and logan erickson

BOOK 223 PAGE 587

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Murray)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of November, 1976, personally appeared Muriel Erickson and Logan Erickson, a married couple,

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.

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

Notary Public

My Commission Expires:

1/5/78

00-00-0000: acknowledgment, ivan glenn kahlor and joyce kahlor

BOOK ____ PAGE ____

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Murray)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of Nov., 1976, personally appeared Ivan Glenn Kahlor A/K/A Glen Kahlor and Joyce Kahlor, a married couple,

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.

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

R A Jennings
Notary Public

My Commission Expires:
1/5/1978

BOOK 223 PAGE 589

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Murray)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of November, 1976, personally appeared Edna Davis,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she executed the same as ~~his~~/her free and voluntary act and deed for the uses and purposes therin set forth.

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

Notary Public

My Commission Expires:
1/5/78

BOOK 2215 PAGE 590

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Pottawatomie)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of January, 19 77, personally appeared Mabel Good Norman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therin set forth.

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

SHIRLEY AUBERT NOTARY PUBLIC STATE OF OKLAHOMA SEAL

Shirley Aubert
Notary Public

My Commission Expires:

Feb. 6, 1980

00-00-0000: acknowledgment, ruth louis kahlor harris and william b. harris

BOOK 223 PAGE 591

ACKNOWLEDGMENT

STATE OF Miss.)
) ss.
COUNTY OF DeSoto)

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of December, 1976, personally appeared Ruth Louise Kahlor Harris and William B. Harris, a married couple,

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.

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

Notary Public

My Commission Expires:
1-7-1980

00-00-0000: acknowledgment, ralph willard kahlor and ross b. kahlor

BOOK 223 PAGE 592

ACKNOWLEDGMENT

STATE OF Mississippi)
) ss.
COUNTY OF TATE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of December, 1976, personally appeared Ralph Willard Kahlor and Rosa B. Kahlor, a married couple,

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.

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

Mrs. Vernelle S. Price
Notary Public

My Commission Expires:
My Commission Expires 11-5-1979

00-00-0000: acknowledgment, melvin a. kahlor and fern m. kahlor

BOOK 223 PAGE 593

ACKNOWLEDGMENT

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Before me, the undersigned, a Notary Public in and for said County and State, on this 10 day of January, 1977, personally appeared Melvin A. Kahlor and Fern M. Kahlor, a married couple,

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.

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

Charles K. Giles
Notary Public

NOTARY PUBLIC CHARLES K. GILES NEW MEXICO

My Commission Expires:

11-29-79

00-00-0000: acknowledgment, alice lou zittel and robert j. zittel

BOOK 223 PAGE 594

ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of December, 1976 personally appeared Alice Lou Zittel and Robert J. Zittel, a married couple,

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.

[illegible] my hand and seal the day and year last above written.

NORMA RHEMREV
NOTARY PUBLIC
MONTGOMERY COUNTY, PA.

Notary Public

Expires:

Notary Public, Lower Pottsgrove Twp., Montg. Co.
My Commission Expires June 6, 1978

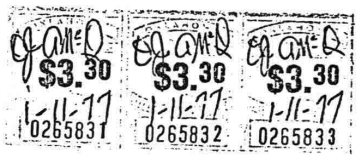
00-00-0000: warranty deed, first national bank

BOOK 223 PAGE 522

166249

SPECIAL WARRANTY DEED

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501



CHIC/101-04

KNOW ALL MEN BY THESE PRESENTS:

That the GRANTOR, FIRST NATIONAL BANK IN DALLAS, TEXAS, AS TRUSTEE, IN TRUST NEVERTHELESS AS A PART OF THE SYLVAN T. BAER FOUNDATION, a trust established by trust indenture by and between Sylvan T. Baer, and the First National Bank in Dallas, as Trustee, dated November 10, 1965, for and in consideration of the sum of NINE THOUSAND AND NO/100 ($9,000.00) DOLLARS, cash in hand paid to it by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns, forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

The NW¼ NW¼ of Section 21, Township 1 South, Range 3 East; containing 40.0 acres, more or less.

EXCEPT any interest of the United States of America in the coal and asphalt and coal and asphalt rights in and under the above-described land.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

SUBJECT to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. GRANTOR warrants title to said property limited, however, to those claiming by, through, and under GRANTOR, provided, however, that the First National Bank in Dallas, Texas, in its individual capacity shall have no liability hereunder.

The GRANTOR further remises, releases and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTOR may have in the banks, beds and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR, through its duly appointed officer, has hereunto set hand and seal this 7th day of January, 1977.

(SEAL)
ATTEST: Edward B. Thomas
~~Secretary~~ Asst Cashier

FIRST NATIONAL BANK IN DALLAS, TEXAS, AS TRUSTEE, IN TRUST NEVERTHELESS AS A PART OF THE SYLVAN T. BAER FOUNDATION

BY: Fred Southard
FRED SOUTHARD
ASSISTANT VICE PRESIDENT - TRUST

Rec'd 9 pg

CHICKASAW N.R.A. DEED NO. 13

00-00-0000: acknowledgment, first national bank

ACKNOWLEDGMENT

BOOK 223 PAGE 523

COUNTY OF DALLAS)
) ss
STATE OF TEXAS)

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared FRED SOUTHARD, Assistant Vice President - Trust, acting for the First National Bank in Dallas, Texas, as Trustee, in trust nevertheless as a part of the Sylvan T. Baer Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of January, 1977.

Littie Grooms
Notary Public in and for
_____ County, State of _____

LITTIE GROOMS, Notary Public
In and for Dallas County, Texas
My commission expires June 1, 1977

My commission expires:
_____

RECORDED ✓
COMPARED ✓
NUMERICAL ✓✓
INDEXED ✓✓

10:45 A.M.
JAN 11 - 1977
223 522-523
Alice McQueen Deputy
Fee #3.50

166606

WARRANTY DEED

BOOK 224 PAGE 463

CHIC/101-13 and 101-14

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That I, ADA B. LUSTER, a widow,

GRANTOR,

for and in consideration of the sum of ONE THOUSAND AND NO/100 ($1,000.00)

DOLLARS, cash in hand paid to me by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

Tract 101-13: All mineral interest in the W½SE¼SE¼ of Section 9, Township 1 South, Range 3 East, said lands containing 20.0 acres, more or less.

Tract 101-14: An undivided one-half interest in all minerals in the SW¼NE¼SE¼ of Section 9, Township 1 South, Range 3 East, said lands containing 10.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described property unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And I hereby covenant with the said GRANTEE that I shall WARRANT and DEFEND the title to said property against the claims of all persons whomsoever. I further covenant that I am now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The above-described property is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set ~~his~~/her hand this 21 day of February, 19 77.

Ada B. Luster
ADA B. LUSTER

STATE OF OKLAHOMA, COUNTY OF MURRAY, SS
FILED FOR RECORD
At 4:45 O'clock P. M.
FEB 22 1977
Book 224 Page 463-464
FORREST McMURTRY County Clerk
By Lilian McGuire Deputy
Fee $3.50

RECORDED ✓
COMPARED ✓
NUMERICAL ✓
INDEXED ✓ ✓

CHICKASAW N.R.A. DEED NO. 14

BOOK 224 PAGE 464

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of February, 19 77, personally appeared Ada B. Luster,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she executed the same as ~~his~~/her free and voluntary act and deed for the uses and purposes therin set forth.

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

Ada M. Jennings
Notary Public

My Commission Expires:
July 10, 1980

166952

WARRANTY DEED

BOOK 225 PAGE 359

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

CHIC/101-10 and 101-18

KNOW ALL MEN BY THESE PRESENTS:

That the GRANTOR, KISTLER INVESTMENT COMPANY, a partnership, for and in consideration of the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 ($1,800.00) DOLLARS, cash in hand paid to it by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the said GRANTEE, and unto its assigns, forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

Tract 101-10

An undivided 15/56 interest in all oil, gas, and other minerals, except surface asphalt mined from pit or shaft, in the SW¼ and the W½ SE¼ of Section 9, Township 1 South, Range 3 East; said lands containing 240.0 acres, more or less.

Tract 101-18

An undivided 120/384 interest in all oil, gas, and other minerals, except surface asphalt mined from pit or shaft, in the NE¼ and the N½ N½ NW¼ and the SE¼ NE¼ NW¼ and the E½ SE¼ NW¼ and the Southeast diagonal one-half of the W½ SE¼ NW¼ and the E½ SW¼ and the NW¼ SE¼ of Section 16, Township 1 South, Range 3 East; said lands containing 360.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And the GRANTOR hereby covenants with the said GRANTEE that it will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. The GRANTOR further covenants that it is now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR, through its duly appointed officer, has hereunto set hand and seal this 21 day of March, 1977.

KISTLER INVESTMENT COMPANY

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

By: William L. Kistler III
WILLIAM L. KISTLER III,
MANAGING PARTNER

CHICKASAW N.R.A. DEED NO. 16

FILED FOR RECORD
At 2:00 O'clock P M.
MAR 31 1977
Book 225 Page 359-360
FORREST McMURTRY County Clerk
By Elaine McGuire Deputy
Fee $3.60

BOOK 225 PAGE 380 ACKNOWLEDGMENT

County of New York

State of New York

On this 21st day of March, 1977, before me, George J Beck, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared William L. Kistler III, who acknowledged that he/~~she~~ is Managing Partner of Kistler Investment Company, a partnership, and that he/~~she~~ being authorized to do so, executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

George J Beck

Notary Public in and for said

County of _____

State of _____

My Commission expires:

_____

GEORGE J. BECK
NOTARY PUBLIC, State of New York
No. 31-5232025
Qualified in New York County
Commission Expires March 30, 1978

BOOK 225 PAGE 590

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

167091

CHIC/101-20

KNOW ALL MEN BY THESE PRESENTS:

That we, ALLEN W. HAMILL, JR., AND ROSE MARIE HAMILL, husband and wife; MARTHA H. SMITH, a widow; J. MARSHALL HAMILL AND JOAN B. HAMILL, husband and wife; and LEO HELMSTETTER AND MAYME HELMSTETTER, husband and wife: GRANTORS,

for and in consideration of the sum of TWO HUNDRED AND NO/100 ($200.00) ——— DOLLARS, cash in hand paid to us by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

An undivided 4/384 interest in all oil, gas, and other minerals, except surface asphalt mined from pit or shaft, in the NE¼ and the N½ N½ NW¼ and the SE¼ NE¼ NW¼ and the E½ SE¼ NW¼ and the Southeast diagonal one-half of the W½ SE¼ NW¼ and the E½ SW¼ and the NW¼ SE¼ of Section 16, Township 1 South, Range 3 East; said lands containing 360.0 acres, more or less.

RECORDED V
COMPARED V
NUMERICAL VV
INDEXED VV

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described property unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And we hereby covenant with the said GRANTEE that we will WARRANT and DEFEND the title to said property against the claims of all persons whomsoever. We further covenant that we are now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The above-described property is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 11th day of April, 1977.

FILED FOR RECORD
At 11:15 O'clock A M.
APR 13 1977
Book 225 Page 590-594
FORREST McMURTRY County Clerk
By [illegible] Deputy
Fee $7.10

Allen W. Hamill Jr.
ALLEN W. HAMILL, JR.

Rose Marie Hamill
ROSE MARIE HAMILL

Martha H. Smith
MARTHA H. SMITH

J. Marshall Hamill
J. MARSHALL HAMILL

Joan B Hamill
JOAN B. HAMILL

Leo Helmstetter
LEO HELMSTETTER

Mayme J Helmstetter
MAYME HELMSTETTER

CHICKASAW N.R.A. DEED NO. 17

BOOK 225 PAGE 591

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of April, 1977, personally appeared ALLEN W. HAMILL, JR., AND ROSE MARIE HAMILL, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

NOTARY PUBLIC STATE OF TEXAS

Notary Public

My commission expires:

CAROLINE J. PEPPER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

BOOK 225 PAGE 592 -

ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF San Diego)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of March, 1977 personally appeared MARTHA H. SMITH, a widow,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she executed the same as ~~his~~/her free and voluntary act and deed for the uses and purposes therin set forth.

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

Rosemary Taylor
Notary Public

My Commission Expires:
Oct. 13, 1978

OFFICIAL SEAL
ROSEMARY TAYLOR
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
MY COMMISSION EXPIRES OCTOBER 13, 1978

BOOK 225 PAGE 593

ACKNOWLEDGMENT

STATE OF California)
COUNTY OF San Diego) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of March, 1977, personally appeared J. MARSHALL HAMILL AND JOAN B. HAMILL, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Rosemary Taylor
Notary Public

My commission expires:
Oct. 8, 1978

OFFICIAL SEAL
ROSEMARY TAYLOR
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
MY COMMISSION EXPIRES OCTOBER 11, 1978

BOOK 225 PAGE 594

ACKNOWLEDGMENT

STATE OF Okla)
) ss.
COUNTY OF Tulsa)

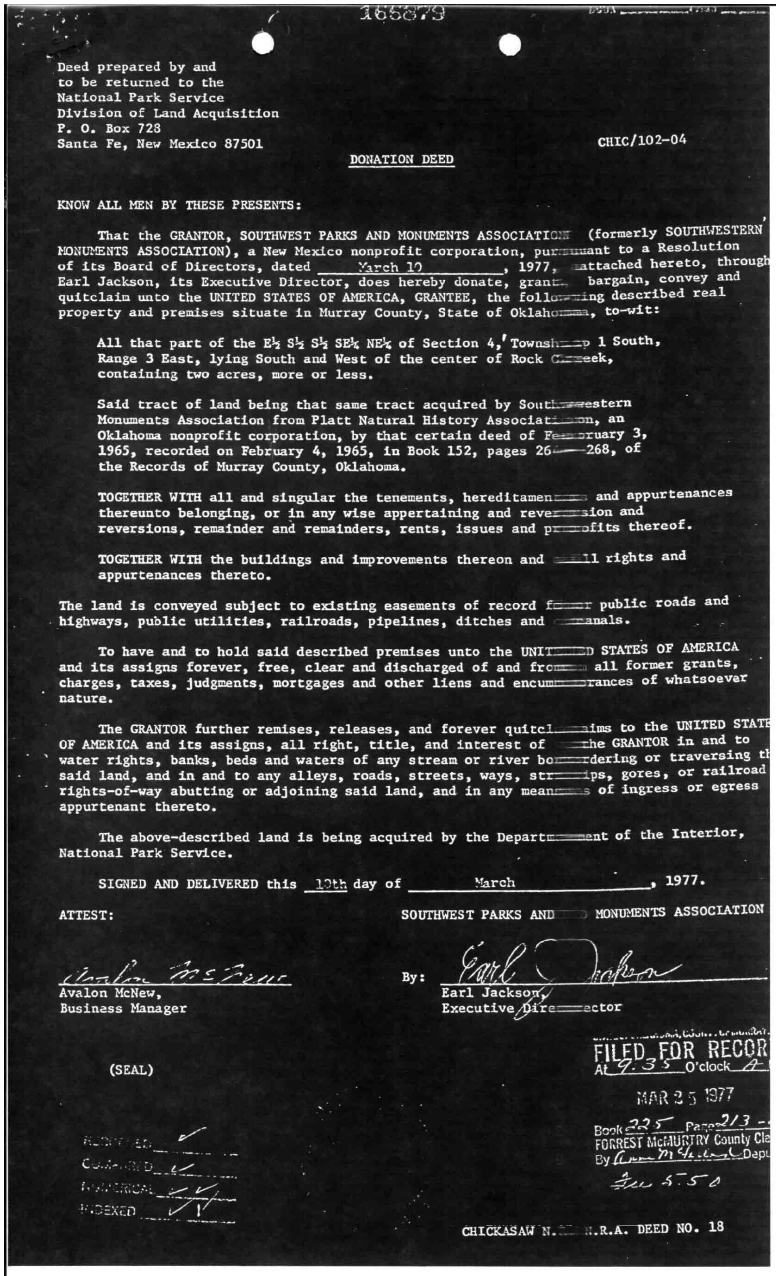
Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of April, 1977, personally appeared LEO HELMSTETTER AND MAYME HELMSTETTER, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

SHEILA CAMPBELL NOTARY PUBLIC TULSA COUNTY, OKLA.

Sheila Campbell
Notary Public

My commission expires:
March 18, 1978



165879

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

CHIC/102-04

DONATION DEED

KNOW ALL MEN BY THESE PRESENTS:

That the GRANTOR, SOUTHWEST PARKS AND MONUMENTS ASSOCIATION (formerly SOUTHWESTERN MONUMENTS ASSOCIATION), a New Mexico nonprofit corporation, pursuant to a Resolution of its Board of Directors, dated March 10, 1977, attached hereto, through Earl Jackson, its Executive Director, does hereby donate, grant, bargain, convey and quitclaim unto the UNITED STATES OF AMERICA, GRANTEE, the following described real property and premises situate in Murray County, State of Oklahoma, to-wit:

All that part of the E½ S½ S½ SE¼ NE¼ of Section 4, Township 1 South, Range 3 East, lying South and West of the center of Rock Creek, containing two acres, more or less.

Said tract of land being that same tract acquired by Southwestern Monuments Association from Platt Natural History Association, an Oklahoma nonprofit corporation, by that certain deed of February 3, 1965, recorded on February 4, 1965, in Book 152, pages 266-268, of the Records of Murray County, Oklahoma.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold said described premises unto the UNITED STATES OF AMERICA and its assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

The GRANTOR further remises, releases, and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest of the GRANTOR in and to water rights, banks, beds and waters of any stream or river bordering or traversing the said land, and in and to any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto.

The above-described land is being acquired by the Department of the Interior, National Park Service.

SIGNED AND DELIVERED this 10th day of March, 1977.

ATTEST:

Avalon McNew,
Business Manager

SOUTHWEST PARKS AND MONUMENTS ASSOCIATION

By: Earl Jackson
Earl Jackson,
Executive Director

(SEAL)

FILED FOR RECORD
At 9:35 O'clock A.
MAR 25 1977
Book 225 Page 213
FORREST McMURTRY County Clerk
By Ann McMurtry Deputy
Fee 5.50

ABSTRACTED ✓
CHECKED ✓
PLATTED ✓
INDEXED ✓

CHICKASAW N.[illegible] R.A. DEED NO. 18

BOOK 225 PAGE 214

ACKNOWLEDGMENT

STATE OF Arizona)
) SS.
COUNTY OF Gila)

Before me, a Notary Public, in and for said County and State, on this 10th day of March, 1977, personally appeared EARL JACKSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Executive Director, 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 corporation, for the uses and purposes therein set forth.

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

Margaret Pollard
Notary Public

My Commission Expires:
2-20-79

BOOK 225 PAGE 215

CERTIFICATE OF RESOLUTION

I, AVALON McNEW, being first duly sworn, depose and say:

That I am the Business Manager of SOUTHWEST PARKS AND MONUMENTS ASSOCIATION, a New Mexico corporation, and that as such Business Manager I am the custodian of all the books and records of said corporation;

That at a Special Meeting of the Board of Directors of said corporation duly held on the 10th day of March, 1977, the following resolution was adopted and that the said resolution remains presently in full force and effect and has not been revoked:

> RESOLVED, that EARL JACKSON, as Executive Director, be and he is hereby authorized, empowered, and directed to execute, acknowledge and deliver in the name of the corporation any and all instruments, including a Donation Deed, necessary to convey title from SOUTHWEST PARKS AND MONUMENTS ASSOCIATION to the UNITED STATES OF AMERICA, of the following described real property, situate in Murray County, State of Oklahoma, to-wit:
>
> All that part of the E½ S½ S½ SE¼ NE¼ of Section 4, Township 1 South, Range 3 East, lying South and West of the center of Rock Creek, containing two acres, more or less.
>
> Said tract of land being that same tract acquired by Southwestern Monuments Association from Platt Natural History Association, an Oklahoma nonprofit corporation, by that certain deed of February 3, 1965, recorded on February 4, 1965, in Book 152, pages 264-268, of the records of Murray County, Oklahoma.
>
> TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and reversion and reversions, remainder and remainders, rents, issues and profits thereof.
>
> TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

BOOK 225 PAGE 216

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

DATED this 10th day of March, 1977.

Avalon McNew
Business Manager

STATE OF ARIZONA)
) ss.
COUNTY OF GILA)

On this, the 10th day of March, 1977, before me, the undersigned Notary Public in and for the County of Gila, State of Arizona, personally appeared AVALON McNEW, who acknowledged herself to be the Business Manager of SOUTHWEST PARKS AND MONUMENTS ASSOCIATION, a New Mexico corporation, and that she as such Business Manager, being authorized to do so, executed the foregoing instrument.

In Witness Whereof, I hereunto set my hand and official seal.

Cynthia Saunders
Notary Public

My commission expires:
Oct. 10, 1979

	COPY	
	Initials & Date	
	DS	
	RA	
	DE	
	EC	
2	OLA	Lindner 3/27
1	"	Davis 3/27
4	"	Pruitt 3/28
3	MAIL	

L1425(SWR)OLA
CHIC/Deeds

March 27, 1978

Memorandum

To: Associate Director, Management and Operations, WASO
Attention: Chief, Land Acquisition Division

From: Chief, Division of Land Acquisition, Southwest Region

Subject: Transmittal of deed assembly
Tract Number: Federal Register publication revising boundaries
Area: Chickasaw National Recreation Area

Enclosed is a copy of a notice of the Revision of Park Boundaries that was published in the Federal Register on March 9, 1978, on page 9659, Vol. 43, No. 47. This should be set up as Deed No. 19 on the Master Deed Listing for this area. A copy of the boundary map referred to (Drawing No. 107/30,013 A, 12/77, DSC) has been sent to your office in a mailing tube.

"/s/ BREWSTER LINDNER"
Brewster Lindner

Enclosure

bcc: CHICKASAW N.R.A. DEED NO. 19
SWR-O, w/o enc.
Superintendent, CHIC, w/c enc.

NOTE TO SUPERINTENDENT: Copies of the revised boundary map and af all six segment maps are being sent to you in a mailing tube.

VMDavis:br:3/27/78

...ices for the public at Curecanti na...
...al recreation area for a period of
...ne (7) years from January 1, 1978,
...rough December 31, 1984. Mr.
...anklin LeFevre has been operating
... concession as a sole proprietor-
... doing business as LeFevre Enter-
...rise, and has changed his business
...ity to Blue Mesa Lake Marinas,
... a Colorado corporation. There
... been no change in the operation
...anagement of the concession with
... change of the business entity.
...n assessment of the environmental
...act of this proposed action has
...n made and it has been determined
... it will not significantly affect the
...lity of the environment, and that it
...ot a major Federal action having a
...ificant impact on the environment
...er the National Environmental
...cy Act of 1969. The environmental
...ssment may be reviewed in the Re-
...al Office, Rocky Mountain Re-
...al Office, 655 Parfet Street, P.O.
... 25287, Denver, Colo. 80225.
...e foregoing concessioner has per-
...ned its obligations to the satisfac-
... of the Secretary under an existing
...nit which expired by limitation of
... on December 31, 1977, and there-
..., pursuant to the Act of October 9,
..., as cited above, is entitled to be
...n preference in the renewal of the
...ract and in the negotiation of a
... contract. This provision, in effect,
...ts Blue Mesa Lake Marinas, Inc.,
...he present satisfactory concession-
...he right to meet the terms of re-
...sive offers for the proposed new
...ract and a preference in the award
...he contract, if the offer of Blue
...a Lake Marinas, Inc., is substan-
...y equal to others received. The
...etary is also required to consider
... evaluate all proposals received as
...sult of this notice. Any proposal to
...onsidered and evaluated must be
...nitted on or before April 10, 1978.
...terested parties should contact the
...stant Director, Special Services,
...ional Park Service, Washington,
... 20240, for information as to the
...irements of the proposed con-
...t.

...ated: March 6, 1978.

DAVID J. TOBIN, Jr.,
Director, National Park Service.

...R Doc. 78-6163 Filed 3-8-78; 8:45 am]

...0-70]

[DES78-5]

...TIONAL CONSTRUCTION ON THE NAT-
...EZ TRACE PARKWAY TENNESSEE-ALA-
...MA-MISSISSIPPI

...liability of Draft Environmental Statement

...ursuant to section 102(2)(C) of the
...ional Environmental Policy Act of
...), the Department of the Interior
... prepared a Draft Environmental Statement on the proposal for additional construction on the Natchez Trace Parkway, Tennessee, Alabama and Mississippi.

The statement discusses proposals for additional construction of the Natchez Trace Parkway and construction of associated public use and management facilities as well as expansion of present recreational facilities.

Written comments on the Environmental Statement are invited and will be accepted until April 24, 1978. Comments should be addressed to the Regional Director, Southeast Region, or the Superintendent, Natchez Trace Parkway, at the addresses given below.

Copies are available from or for inspection at the following locations:

Southeast Regional Office, National Park Service, 1895 Phoenix Boulevard, Atlanta, Ga. 30349.

Meriwether Lewis Sub-district Office, Natchez Trace Parkway, Route 3, Box 147, Hohenwald, Tenn. 38462.

Superintendent, Natchez Trace Parkway, Rural Route 1, NT-143, Tupelo, Miss. 38801.

Cherokee Sub-district Office, Route 1, Box 275, Cherokee, Ala. 33616.

The U.S. Department of the Interior has determined that this document does not contain a major proposal requiring preparation of an Economic Impact Statement under Executive Order 11821, as amended by Executive Order 11949, and OMB Circular A-107.

Dated: March 7, 1978.

LARRY E. MEIEROTTO,
Deputy Assistant Secretary of the Interior.

[FR Doc. 78-6326 Filed 3-8-78; 8:45 am]

[4310-70]

Office of the Secretary

CHICKASAW NATIONAL RECREATION AREA, OKLAHOMA

Revision of Park Boundaries

The Act of March 17, 1978 (90 Stat. 235, 16 U.S.C. 460hh), provides for the establishment of the Chickasaw National Recreation Area, to consist of the land and interests in land within the area as generally depicted on the drawing entitled "Boundary Map, Chickasaw National Recreation Area," numbered 107-20,004-A and dated February 1974, which is on file in the Offices of the National Park Service, Department of the Interior.

The Act provides that the Secretary of the Interior may from time to time revise the boundaries of the recreation area by publication of a map or other boundary description in the FEDERAL REGISTER, but that the total acreage of the recreation area may not exceed 10,000 acres.

In accordance with this provision, three minor adjustments will be made in the boundary of Chickasaw National Recreation Area, two of which will add small tracts of land required for protection and development, and one which will delete a small parcel of land that is not needed for the recreation area.

The two tracts to be added are an 8.60-acre tract in Section 4, Township 1 south, Range 3 East, I.M., which will serve as a buffer zone for Rock Creek; and a 30-acre tract in Section 21, Township 1 South, Range 3 East, I.M., which is needed as part of a bicycle trail.

The tract to be deleted is a 4.11-acre tract in Section 34, Township 1 North, Range 3 East, I.M., which will be exchanged by the Secretary for lands within the boundaries that are owned by the city of Sulphur.

The acreage limitation established for the Chickasaw National Recreation Area will not be exceeded by these adjustments.

Therefore, notice is hereby given that, in accordance with the Act of March 17, 1976, the boundaries of Chickasaw National Recreation Area are revised as described above, and as shown on a map entitled "Proposed Land Acquisition, Chickasaw National Recreation Area," Drawing No. 107/30,013 A, 12/77, DSC. This map is on file and available for inspection in the Offices of the National Park Service, Department of the Interior.

Dated: March 3, 1978.

CECIL D. ANDRUS,
Secretary of the Interior.

[FR Doc. 78-6162 Filed 3-8-78; 8:45 am]

[4410-01]

DEPARTMENT OF JUSTICE

Antitrust Division

/UNITED STATES v. FEDERATED DEPARTMENT STORES, INC., ET AL.

Written Comment Upon Consent Judgment and Department of Justice Response Thereto

Pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16, the following written comment on the proposed judgment filed with the U.S. District Court in the Northern District of California, Civil No. 76-858-RHS, *United States* v. *Federated Department Stores, Inc., et al.*, was received by the Department of Justice and is published herewith, together with Justice's response to the comment.

Dated: March 1, 1978.

CHARLES F. B. MCALEER,
Special Assistant for Judgment Negotiations, Office of Operations.

JANUARY 12, 1978.

Re: *United States* v. *Federated Department Stores, Inc., et al.* (N.D. CA Civil No. 76-858 RHS)

CHICKASAW N.R.A. DEED NO. [redacted]

03-09-1978: federal register, vol. 43, no. 47 - thursday, march 9, 1978

166979

BOOK 225 PAGE 404

WARRANTY DEED

CHIC/101-08 & 101-16

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That the GRANTOR, UNIVERSITY OF ROCHESTER, a New York Corporation, for and in consideration of the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 ($225.00) DOLLARS, cash in hand paid to it by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the said GRANTEE, and unto its assigns forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

Tract 101-08

An undivided 18/448 interest in all oil, gas, and other minerals, except surface asphalt mined from pit or shaft, in the SW¼ and the W½ SE¼ of Section 9, Township 1 South, Range 3 East; said lands containing 240.0 acres, more or less.

Tract 101-16

An undivided 9/256 interest in all oil, gas, and other minerals, except surface asphalt mined from pit or shaft, in the NE¼ and the N½ N½ NW¼ and the SE¼ NE¼ NW¼ and the E½ SE¼ NW¼ and the Southeast diagonal one-half of the W½ SE¼ NW¼ and the E½ SW¼ and the NW¼ SE¼ of Section 16, Township 1 South, Range 3 East; said lands containing 360.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its heirs and assigns forever, with all appurtenances thereunto belonging. And the GRANTOR hereby covenants with the said GRANTEE that it will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. The GRANTOR further covenants that it is now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR, through its duly appointed officer, has hereunto set hand and seal this 29th day of March, 1977.

ATTEST:

UNIVERSITY OF ROCHESTER

Richard J. Crego
RICHARD J. CREGO, ASSISTANT SECRETARY

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

By: Don A. Hessler
DON A. HESSLER, VICE-PRESIDENT FOR INVESTMENTS

(SEAL)

STATE OF OKLAHOMA, COUNTY OF MURRAY, SS
FILED FOR RECORD
At 11:10 O'clock A M.
APR - 4 1977
Book 225 Page 404-405
FORREST McMURTRY County Clerk
By Deputy

CHICKASAW N.R.A. DEED NO. 20

ACKNOWLEDGMENT

BOOK 225 PAGE ~~405~~

County of Monroe

State of New York

On this 29th day of March, 1977, before me, Margaret Mc Williams, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Don A. Hessler, who acknowledged that he/she is Vice-President for Investments of the University of Rochester, a New York corporation, and that he/~~she~~ being authorized to do so, executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Margaret Mc Williams
Notary Public in and for said
County of Monroe
State of New York
My Commission expires:
3/30/78

06-16-1961: warranty deed, a. a. ketchup and mini ketchup; june 16, 1961

Book 134 Page 480 (ORDER BY NUMBER)

WARRANTY DEED

Statutory Form—Individual

Space Reserved for Filing Stamp

STATE OF OKLAHOMA, COUNTY OF MURRAY, ss
FILED FOR RECORD
At 2:30 O'clock P M.
JUN 21 1961
Book 134 Page 480
R. C. GREEN, JR., COUNTY CLERK
By Billie M. Stiens Deputy

Fee $1.50

Know All Men by These Presents:

That A. A. KETCHUM And MINNIE KETCHUM, HUSBAND AND WIFE

of Murray County, State of Oklahoma, party of the first part, in consideration of the sum of TEN AND OTHER ---------- DOLLARS in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto PLATT NATIONAL PARK

of Murray County, State of Oklahoma, party of the second part, the following described real property and premises situate in Murray County, State of Oklahoma, to-wit:

ONE ACRE, 208 feet square, in the SE corner of S½ SW¼ SE¼ NE¼ Section 4, T 1 S, R 3 E.

COUNTY CLERK, MURRAY COUNTY, OKLAHOMA

RECORDED ✓
COMPARED ✓
NUMERICAL ✓✓
INDEXED ✓✓

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 16th day of June, 19 61

A. A. Ketchum

Minnie Ketchum

STATE OF OKLAHOMA
COUNTY OF Murray } SS:

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 16th day of June, 19 61, personally appeared A. A. Ketchum and Minnie Ketchum, husband and wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 1-9-65

Le Vita M. Mason Notary Public

EARLY OFFICE SUPPLY CO.—FORT SILL—OKLA. CITY

CHICKASAW N.R.A. DEED NO. 21

06-16-1961: individual acknowledgment; june 16, 1961

INDIVIDUAL ACKNOWLEDGMENT (Oklahoma Form)

STATE OF_____ County of_____, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____,

personally appeared_____

to me known to be the identical person_____who executed the within and foregoing instrument and acknowledged to me that _____executed the same as_____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_____ _____Notary Public

INDIVIDUAL ACKNOWLEDGEMENT (Oklahoma Form)

STATE OF_____County of_____, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____,

personally appeared_____

to me known to be the identical person_____who executed the within and foregoing instrument and acknowledged to me that _____executed the same as_____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_____ _____Notary Public

FORM NO. 280-AF (ORDER BY NUMBER)

WARRANTY DEED

Statutory Form Indi

FROM

TO

STATE OF_____ } SS.
County.

This instrument was filed for record on the _____ day of _____, 19____,

at _____ o'clock _____ M., and recorded

in Book _____ of _____

at page _____ Fee $ 1.50

County Clerk,

By _____ Deputy.

RETURN TO

Clint H. Wisdom, Purdy

Lindsborn, Okla.

NOTARY ACKNOWLEDGMENT of SIGNATURE BY MARK (Oklahoma Form)

STATE OF_____County of_____, ss:

Before me, _____, a Notary Public in and for said County and State on this_____

day of_____, 19____, personally appeared_____

_____

to me known to be the identical person___ who executed the within and foregoing instrument by_____mark in my presence and in the presence of_____

as witnesses and acknowledged to me that_____executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires_____ _____ _____Notary Public

NOTE: The signature by mark of a [illegible] must write his name must be witnessed by two witnesses, one of whom must write [illegible]'s name.

MAY 5 9 ... 1978
SANTA FE EX.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
and the
NATIONAL PARK SERVICE

MEMORANDUM OF AGREEMENT BETWEEN THE BUREAU OF RECLAMATION
and the
NATIONAL PARK SERVICE FOR THE ADMINISTRATION
of
ARBUCKLE RESERVOIR SECTION
of the
CHICKASAW NATIONAL RECREATION AREA
for
PUBLIC RECREATION USE

THIS MEMORANDUM OF AGREEMENT, made this 31st day of March, 1978, between the Bureau of Reclamation, Department of the Interior, hereinafter called the "Bureau," represented by the Regional Director, Southwest Region, Bureau of Reclamation, and the National Park Service, Department of the Interior, hereinafter called the "Service," represented by the Regional Director, Southwest Region, National Park Service.

EXPLANATORY STATEMENT

The Bureau has constructed Arbuckle Dam and Reservoir as a part of the Arbuckle Reclamation Project, Oklahoma, authorized by the Act of August 24, 1962 (76 Stat. 395), in accordance with its contract with Arbuckle Master Conservancy District for repayment of basic project costs. Important recreation values have resulted from this construction, and heavy public use is taking place. The Act of March 17, 1976 (80 Stat. 235), established the Chickasaw National Recreation Area in the State of Oklahoma, which includes Arbuckle Reservoir and lands adjacent thereto. With this Act, the Service has assumed primary responsibility for public recreational use and management of available land and water areas of the Chickasaw National Recreation Area but in such a manner so as to not interfere with the primary purpose of the project as set forth in the Act of August 24, 1962.

It is provided in Section 2(a) of the Act of March 17, 1976, that any Federal property located within the boundaries of the recreation area may be transferred without consideration to the administrative jurisdiction of the Secretary for purposes of recreation use.

CHICKASAW NRA DEED NO. 22

AGREEMENT

The parties hereto agree that the following principles shall govern the administration, planning, and development of lands and facilities for recreational purposes of the Arbuckle Reservoir portion of the Chickasaw National Recreation Area.

1. The Service will prepare detailed plans for development and administration of public recreational use facilities and will establish policies, rules, and regulations relating to public recreational use and occupancy of lands and water areas available for such use. All general development plans and significant changes or revisions will be forwarded for review by the Bureau to assure that said plans will not interfere with the primary purpose of the project.

2. For purposes of operation and management, the reservoir area is divided into two segments as indicated on Exhibit "A" attached hereto, and by this reference made a part hereof. The need for and extent of the area to be utilized for operation and maintenance of project works is Area 1, and land and water areas to be administered for recreational purposes is all of Area 2. The Service will provide such visitor services as may be desirable for the land and water areas under its administrative jurisdiction and will control and administer recreational use thereof by the public. In such administration, the Service will conform its management plans to those indicated for the remainder of the area.

3. All public recreational facilities and activities shall be planned and constructed so as not to interfere with any Bureau reconstruction, operation and maintenance, rehabilitation, soil and moisture conservation, or any other responsibility of the Bureau. The Bureau will cooperate with the Service by coordinating to the extent possible its operation of the reservoir with recreational development and administration of the area.

4. As to Area 2, the Service will be responsible for issuance and administration of contracts and Memorandums of Agreement with other Federal, State, and local agencies for purposes other than for administration of Arbuckle Master Conservancy District, operation and maintenance of the dam, and the supply of municipal and industrial water. However, prior to the granting of any easements and rights-of-way, the concurrence of the Bureau and Conservancy District will be obtained.

5. In the event that the Service proposes to approve the issuance by the Bureau of Land Management of Federal oil and gas leases on any of the project's reservoir lands in Area 2, the Service will consult with the Bureau on such proposal. The Bureau's recommendations and stipulations will be forwarded to the National Park Service for transmittal to the Bureau of Land Management. All revenues from the mineral estate underlying lands shown as Area 2 on Exhibit "A" shall be paid to the Reclamation Fund and credited to Arbuckle Master Conservancy District.

6. This agreement shall become effective upon execution by each of the parties hereto and shall remain in force as written unless the parties hereto do mutually agree to its modification or termination, or unless termination is directed by the Secretary of the Interior, or until enactment by the Congress of Legislation terminating or superseding it. However, fulfillment of the undertakings expressed in this agreement is contingent upon the appropriation of funds for these purposes.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first herein above written.

NATIONAL PARK SERVICE

By _____
Regional Director
Southwest Region

CONCUR:

ARBUCKLE MASTER CONSERVANCY DISTRICT

By _____
Title President

ATTEST:

_____
Secretary

BUREAU OF RECLAMATION

By _____
Regional Director
Southwest Region

Noted as to Paragraph 5: *

BUREAU OF LAND MANAGEMENT
Santa Fe, New Mexico

By _____
State Director
New Mexico

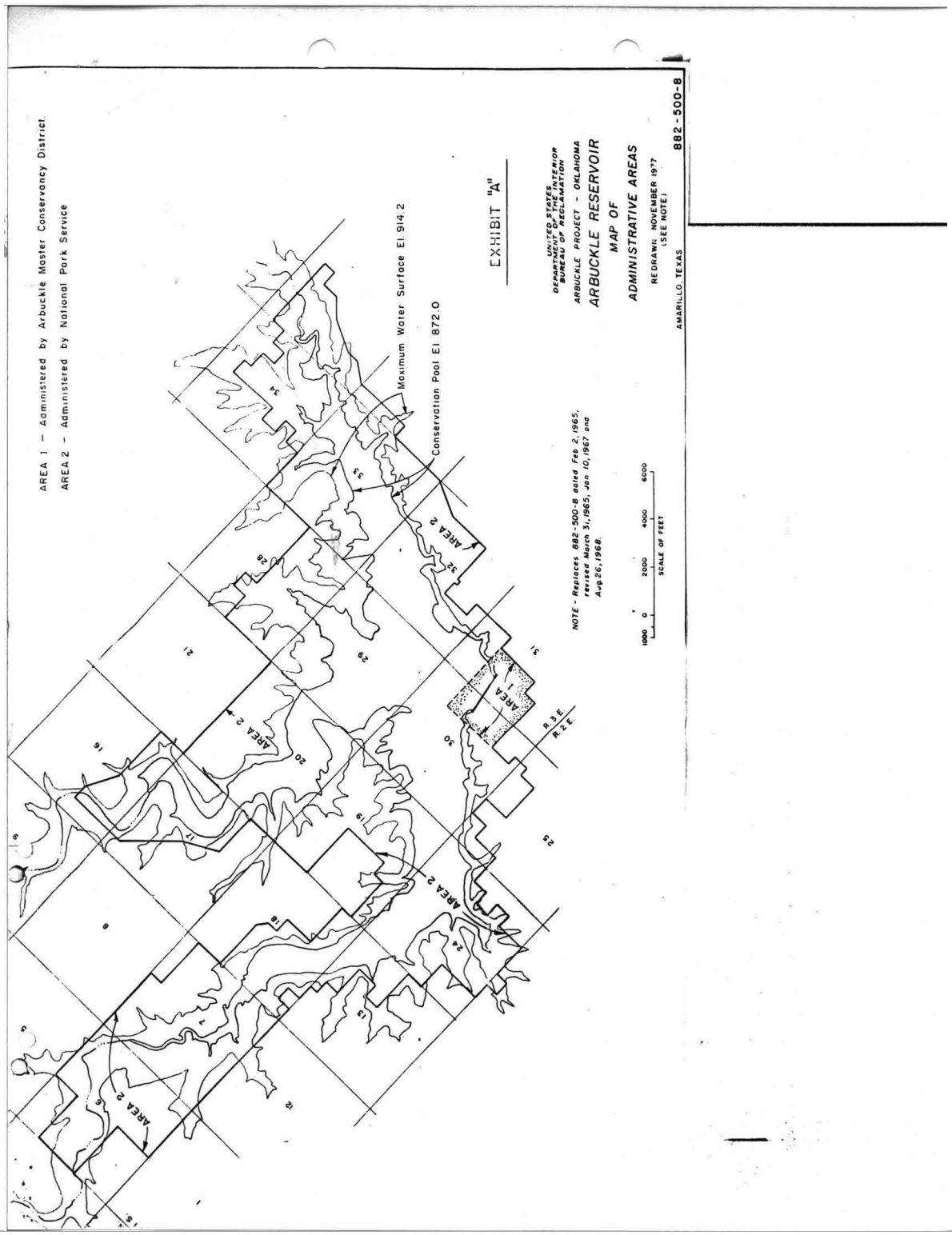
*Subject to applicable rules, regulations, and decisions (see Attachment A).

Attachment A

Reference Paragraph 5:

In the event that the Service proposes to disapprove of the issuance by the Bureau of Land Management of Federal oil and gas leases on any of the project's reservoir lands in Area 2, the Service will consult with the Bureau of Land Management on such proposal. The Bureau of Land Management may conduct its own independent assessment and evaluation of the situation and may override the Services' refusal. (IBLA 77-508 and Public Order 4031 - Field Solicitor's reference - memo dated February 2, 1972.) In the event that the Bureau of Reclamation approves the issuance, its recommendations and stipulations will be forwarded to the National Park Service for transmittal to the Bureau of Land Management.

11-00-1977: arbuckle reservoir map of administrative areas; november, 1977



08-22-1978: warranty deed, georgia cash; august 22, 1978

171782

BOOK 236 PAGE 477

WARRANTY DEED

CHIC/101-25

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That I, GEORGIA CASH, a widow,

., GRANTOR,

for and in consideration of the sum of ONE HUNDRED AND NO/100 ($100.00)

DOLLARS, cash in hand paid to me by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

An undivided one-tenth interest in all minerals in the W½ NE¼ NW¼ and the W½ E½ NE¼ NW¼ of Section 21, Township 1 South, Range 3 East, Indian Meridian, said lands containing 30.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described property unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And I hereby covenant with the said GRANTEE that I shall WARRANT and DEFEND the title to said property against the claims of all persons whomsoever. I further covenant that I am now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The above-described property is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set ~~xxx~~/her hand this 22nd day of August, 19 78.

STATE OF OKLAHOMA, COUNTY OF MURRAY, ss
FILED FOR RECORD
At 2:20 O'clock P. M.
AUG 30 1978
Book 236 Page 477-478
FORREST McMURTRY County Clerk
By Billie McQueen Deputy
Fee $3.50

Georgia Cash
GEORGIA CASH

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

CHICKASAW N.R.A. DEED NO. 23

08-22-1978: acknowledgment, georgia cash; august 22, 1978

BK 236 PG 478

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF PONTOTOC)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of August, 1978, personally appeared Georgia Cash,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she executed the same as his/her 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.

Notary Public

My Commission Expires:

July 6, 1980

08-29-1978: warranty deed, houston russell; august 29, 1978

171783

WARRANTY DEED

BOOK 236 PAGE 479

CHIC/101-26

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That I, HOUSTON RUSSELL, an unmarried man

, GRANTOR,

for and in consideration of the sum of TWO HUNDRED AND NO/100 ($200.00)

DOLLARS, cash in hand paid to me by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described mineral estate lying in the County of Murray and State of Oklahoma, to-wit:

An undivided one-fifth interest in all minerals in the W½ NE¼ NW¼ and the W½ E½ NE¼ NW¼ of Section 21, Township 1 South, Range 3 East, Indian Meridian, said lands containing 30.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the above granted and described property unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And I hereby covenant with the said GRANTEE that I shall WARRANT and DEFEND the title to said property against the claims of all persons whomsoever. I further covenant that I am now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The above-described property is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand this 29th day of August, 19 78.

STATE OF OKLAHOMA, COUNTY OF MURRAY, ss
FILED FOR RECORD
At 2:20 O'clock P M.
AUG 30 1978
Book 236 Page 479-480
FORREST McMURTRY County Clerk
By Alice McQueen Deputy
Fee $3.50

Houston Russell
HOUSTON RUSSELL

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

Chickasaw N.P.S. Deed No. 24

BOOK 236 PAGE 480

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of August, 1978, personally appeared Houston Russell,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/~~she~~ executed the same as his/~~her~~ 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.

RA Jennings
Notary Public

My Commission Expires:
1/5/1982

BOOK 234 PAGE 26

170564

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

WARRANTY DEED

CHIC/101-24

KNOW ALL MEN BY THESE PRESENTS:

That we, LUCIAN J. HUNT AND MARGUERITE HUNT, husband and wife

, GRANTORS, for and in consideration of the sum of SIXTEEN THOUSAND AND NO/100 ($16,000.00) DOLLARS cash in hand paid to us by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

The entire surface interest and a 1/5 mineral interest in the following lands: W½NE¼NW¼ and W½E½NE¼NW¼ of Section 21, Township 1 South, Range 3 East, Indian Meridian; containing 30.0 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

The land is conveyed subject to existing easements of record for public roads and highw. public utilities, railroads, pipelines, ditches, and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns forever, with all appurtenances thereunto belonging. And we hereby covenant with the said GRANTEE that we will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. We further covenant that we are now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The GRANTORS further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTORS may have in and to water rights, banks, beds, and waters of any stream or river bordering or traversing the said land to be conveyed and also all interest in and to any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto.

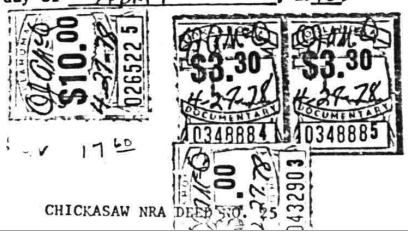
The GRANTORS reserve only the following rights in the above described property.

NONE

The land is being acquired by the Department of the Interior, National Park Service.

And, I, Marguerite Hunt, wife of said Lucian J. Hunt, for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEE all my Right of Dower and Homestead in and to said land.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 26th day of April, 1978.



Lucian J. Hunt
LUCIAN J. HUNT

Marguerite Hunt
MARGUERITE HUNT

CHICKASAW NRA DEED NO. 25

BOOK 234 PAGE 27

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of April, 1978, personally appeared Lucian J. Hunt and Marguerite Hunt,

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.

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

R A Jennings
Notary Public

My Commission Expires:
5/15/1982

R. A. JENNINGS NOTARY PUBLIC STATE OF OKLAHOMA ULPHA, OKLA.

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

FILED FOR RECORD
At 10:00 O'clock A M.
APR 27 1978
Book 234 Page 26-27
FORREST McMURTRY County Clerk
By Ellen McGuire Deputy
Fee $3.00

MURRAY COUNTY OKLAHOMA

00-00-0000: warranty deed, alberta louise stumpff and phillip w. stumpff, and louise schepp

171003

BOOK 234 PAGE 773

WARRANTY DEED

REC/102-20

Deed prepared by and
to be returned to the
National Park Service
Division of Land Acquisition
P. O. Box 728
Santa Fe, New Mexico 87501

KNOW ALL MEN BY THESE PRESENTS:

That we, ALBERTA LOUISE STUMPFF, a married woman, joined herein by my husband, PHILLIP W. STUMPFF, and LOUISE SCHEPP, a widow, GRANTORS, for and in consideration of the sum of NINETEEN THOUSAND SEVEN HUNDRED AND NO/100 ($19,700.00) DOLLARS, cash in hand paid to us by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Murray and State of Oklahoma, to-wit:

SEE EXHIBIT "A" HERETO

FILED FOR RECORD
At 2:05 O'clock P M.
JUN 8 - 1978
Book 234 Page 773 - 776
FORREST McMURTRY County Clerk
By [illegible] Deputy

RECORDED ✓
COMPARED ✓
NUMERICAL ✓ ✓
INDEXED ✓ ✓

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals.

To have and to hold the above granted and described premises unto the said GRANTEE and unto its assigns, forever, with all appurtenances thereunto belonging. And we hereby covenant with the said GRANTEE that we will WARRANT and DEFEND the title to said land against the claims of all persons whomsoever. We further covenant that we are now seized in fee simple of the property conveyed and that the GRANTEE shall enjoy the same without any lawful disturbance; and that title to the property hereby conveyed is free from any encumbrances except as noted above.

The GRANTORS further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTORS may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The GRANTORS reserve only the following rights in the above described property.
NONE

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands this 8 day of June, 1978.

DOCUMENTARY $20.00 229517
$1.00 0432941
$1.00 0432942

ALBERTA LOUISE STUMPFF

PHILLIP W. STUMPFF

LOUISE SCHEPP

CHICKASAW N.R.A. DEED NO. 26

BOOK 234 PAGE 774

EXHIBIT "A"

A part of the S½SE¼NE¼ of Section 4, Township 1 South, Range 3 East, Indian Meridian, described as follows: Beginning at a point 140 feet West of the Northeast corner of said tract; thence West to the East bank of a branch, being about 210 yards; thence Southwesterly along the East bank of the branch, 55 yards; thence West across the branch 20 yards; thence South 55 yards; thence East 150 feet to the 10-acre line; thence South along the 10-acre line to the center of Rock Creek; thence Southeast along the center of Rock Creek following the meanderings thereof to where said creek crosses the 10-acre line of the SE¼SE¼NE¼; thence East on 10-acre line to the Southeast corner of the SE¼SE¼NE¼; thence North on East 10-acre line 200.5 feet more or less, to the Southeast corner of Ketchum Addition; thence West on South line of Ketchum Addition 140 feet; thence North to the 10-acre line and the point of beginning; containing 8.15 acres, more or less.

BOOK 234 PAGE 775

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 8 day of June, 1978, personally appeared Alberta Louise Stumpff ~~and [illegible] husband and wife~~, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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.

Ollie M Jennings
Notary Public

My commission expires:
July 10, 1980

STATE OF OKLAHOMA
County of Marshall ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of June, 1978, personally appeared PHILLIP W. STUMPFF, 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.

Sally Williams
Notary Public

My Commission Expires:
6-22-81

06-08-1978: acknowledgment, louise schepp; june 08, 1978

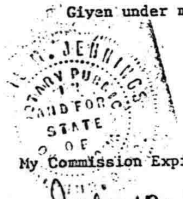
BOOK 234 PAGE 776

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 8 day of June, 1978, personally appeared Louise Schepp to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she executed the same as ~~his~~/her free and voluntary act and deed for the uses and purposes therin set forth.

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



Ollie M. Jennings
Notary Public

My Commission Expires:
July 10, 1980

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

38.80 ACRES OF LAND, MORE OR LESS, SITUATE IN MURRAY COUNTY, STATE OF OKLAHOMA, AND MARK IV DEVELOPMENT, INC., ET AL., AND UNKNOWN OWNERS,

Defendants.

77-189-C

CIVIL NO.

FILED

JUN 16 1977

LEWIS L. VAUGHN
CLERK, U. S. DIST. COURT
BY _____ DEPUTY CLERK

COMPLAINT IN CONDEMNATION

I

This is an action of a civil nature brought by the United States of America at the request of the Solicitor of the Department of the Interior, pursuant to authority delegated by the Secretary of the Interior, on February 17, 1959, under subparagraph (6) of Part 210.2.2 of the Departmental Manual of the Department of the Interior, 24 F.R. 1348, as renumbered (5), and redelegated by the Solicitor, for the taking of property under the power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

II

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C. § 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C. § 4601-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C. § 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes. See Schedule "A" attached.

III

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of the Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

CHICKASAW N.R.A. DEED NO. 27

IV

The property so to be taken, designated by tract, and the persons having or claiming an interest in each tract whose names are ascertainable by a reasonably diligent search of the records and those whose names have otherwise been learned, are as set out in Schedule "B" hereto attached.

V

The Board of County Commissioners, County Treasurer, County Clerk and County Assessor of Murray County, Oklahoma, and the State of Oklahoma may have or claim an interest in the property by reason of taxes and assessments due and exigible.

VI

In addition to the persons named, there are or may be others who have or claim some interest in the property to be taken whose names are unknown to plaintiff, and such persons are made parties to the action by the designation "Unknown Owners".

VII

The maps designating the property to be acquired are set out in Schedule "C" hereto attached.

VIII

Trial by jury of the issue of just compensation is demanded by plaintiff.

WHEREFORE, the plaintiff demands judgment that the property be condemned, and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper.

UNITED STATES OF AMERICA
RICHARD A. PYLE
UNITED STATES ATTORNEY

Betty Outhier Williams

BETTY OUTHIER WILLIAMS
ASSISTANT UNITED STATES ATTORNEY

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 102-17

DESCRIPTION

The SW¼SE¼ lying West of center of Creek, in Section 4, Township 1 South, Range 3 East.

INCLUDING an undivided one-half interest in and to all of the oil, gas, and other minerals in and under and that may be produced from said land.

BUT EXCEPTING all other interest in and to all of the oil, gas, and other minerals in and under and that may be produced from said premises; and all rights, interests, and estates of whatsoever nature incident to or growing out of said outstanding minerals.

The above-described land contains 37.50 acres, more or less.

ESTATE TO BE ACQUIRED

The fee simple title to the land, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

NAMES AND ADDRESSES OF PURPORTED OWNERS

Mark IV Development, Inc.
c/o Billy D. Williams, President
1108 West Vinita
Sulphur, Oklahoma 73086
Telephone: 405-622-5611

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE LAND

Billy D. Williams and Alice I. Williams, husband and wife
Highway 177 South
Sulphur, Oklahoma 73086
Telephone: 405-622-5611

Gayle L. Frederick and Geneal Frederick, husband and wife
1108 West Vinita
Sulphur, Oklahoma 73086
Telephone: 405-622-3533

B. N. Williams and Dorothy J. Williams, husband and wife
Hartley Box 58B2
Dumas, Texas 79029

Charles R. Morgan and Louise Morgan, husband and wife
1860 Pecos Street
Amarillo, Texas 79102

} By virtue of an undivided one-half interest in all minerals in 36.35 acres of the above-described land, which interest is designated on National Park Service records as Tract 102-15

Kenneth Runyan and Marge Runyan, husband and wife
c/o Mr. Phil Hurst, Attorney
Powell Building
Sulphur, Oklahoma 73086

Sulphur Community Bank
1100 West Broadway
Sulphur, Oklahoma 73086

First Oklahoma Bank & Trust Company
1020 West Second Street
Sulphur, Oklahoma 73086

R. L. Boles, marital status unknown
1218 Division
Sulphur, Oklahoma 73086

Internal Revenue Service
Austin District
300 East 8th Street
Austin, Texas 78701

Board of County Commissioners of Murray County, Oklahoma
Sulphur, Oklahoma 73086

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

38.80 ACRES OF LAND, MORE OR LESS, SITUATE IN MURRAY COUNTY, STATE OF OKLAHOMA, AND MARK IV DEVELOPMENT, INC., ET AL., AND UNKNOWN OWNERS,

Defendants.

77-189-C

CIVIL NO.

FILED

JUN 10 1977

LEWIS L. VAUGHN
CLERK, U. S. DISTRICT COURT
BY _____ DEPUTY CLERK

COMPLAINT IN CONDEMNATION

I

This is an action of a civil nature brought by the United States of America at the request of the Solicitor of the Department of the Interior, pursuant to authority delegated by the Secretary of the Interior, on February 17, 1959, under subparagraph (6) of Part 210.2.2 of the Departmental Manual of the Department of the Interior, 24 F.R. 1348, as renumbered (5), and redelegated by the Solicitor, for the taking of property under the power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

II

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C. § 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C. § 4601-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C. § 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes. See Schedule "A" attached.

III

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of the Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

CHICKASAW N.R.A. DEED NO. 28

IV

The property so to be taken, designated by tract, and the persons having or claiming an interest in each tract whose names are ascertainable by a reasonably diligent search of the records and those whose names have otherwise been learned, are as set out in Schedule "B" hereto attached.

V

The Board of County Commissioners, County Treasurer, County Clerk and County Assessor of Murray County, Oklahoma, and the State of Oklahoma may have or claim an interest in the property by reason of taxes and assessments due and exigible.

VI

In addition to the persons named, there are or may be others who have or claim some interest in the property to be taken whose names are unknown to plaintiff, and such persons are made parties to the action by the designation "Unknown Owners".

VII

The maps designating the property to be acquired are set out in Schedule "C" hereto attached.

VIII

Trial by jury of the issue of just compensation is demanded by plaintiff.

WHEREFORE, the plaintiff demands judgment that the property be condemned, and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper.

UNITED STATES OF AMERICA
RICHARD A. PYLE
UNITED STATES ATTORNEY

Betty Outhier Williams

BETTY OUTHIER WILLIAMS
ASSISTANT UNITED STATES ATTORNEY

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 4601-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 101-22

DESCRIPTION

The SW¼SE¼ of Section 16, Township 1 South, Range 3 East.

The above-described land contains 40.0 acres, more or less.

ESTATE TO BE ACQUIRED

All interest in the coal and asphalt and coal and asphalt rights.

NAMES AND ADDRESSES OF PURPORTED OWNERS

United States Asphalt Corporation, a Delaware corporation
c/o Major John White Delafield, President
342 Madison Avenue
New York, New York 10017
Telephone: 903-867-3456

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

38.80 ACRES OF LAND, MORE OR LESS, SITUATE IN MURRAY COUNTY, STATE OF OKLAHOMA, AND MARK IV DEVELOPMENT, INC., ET AL., AND UNKNOWN OWNERS,

Defendants.

77-189-C

CIVIL NO.

FILED

JUN 10

LEWIS L. VAUGHN
CLERK, U.S. DISTRICT COURT
BY ..... DEPUTY

COMPLAINT IN CONDEMNATION

I

This is an action of a civil nature brought by the United States of America at the request of the Solicitor of the Department of the Interior, pursuant to authority delegated by the Secretary of the Interior, on February 17, 1959, under subparagraph (6) of Part 210.2.2 of the Departmental Manual of the Department of the Interior, 24 F.R. 1348, as renumbered (5), and redelegated by the Solicitor, for the taking of property under the power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

II

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C. § 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C. § 4601-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C. § 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes. See Schedule "A" attached.

III

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of the Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

IV

The property so to be taken, designated by tract, and the persons having or claiming an interest in each tract whose names are ascertainable by a reasonably diligent search of the records and those whose names have otherwise been learned, are as set out in Schedule "B" hereto attached.

V

The Board of County Commissioners, County Treasurer, County Clerk and County Assessor of Murray County, Oklahoma, and the State of Oklahoma may have or claim an interest in the property by reason of taxes and assessments due and exigible.

VI

In addition to the persons named, there are or may be others who have or claim some interest in the property to be taken whose names are unknown to plaintiff, and such persons are made parties to the action by the designation "Unknown Owners".

VII

The maps designating the property to be acquired are set out in Schedule "C" hereto attached.

VIII

Trial by jury of the issue of just compensation is demanded by plaintiff.

WHEREFORE, the plaintiff demands judgment that the property be condemned, and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper.

UNITED STATES OF AMERICA
RICHARD A. PYLE
UNITED STATES ATTORNEY

Betty Outhier Williams

BETTY OUTHIER WILLIAMS
ASSISTANT UNITED STATES ATTORNEY

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 101-07

DESCRIPTION

The SW¼ and W½SE¼ of Section 9, Township 1 South, Range 3 East.

The above-described land contains 240.0 acres, more or less.

TRACT 101-15

The NE¼ and the N½N½NW¼ and the SE¼NE¼NW¼ and the E½SE¼NW¼ and the Southeast diagonal one-half of the W½SE¼NW¼ and the E½SW¼ and the NW¼SE¼ of Section 16, Township 1 South, Range 3 East.

The above-described land contains 360.0 acres, more or less.

ESTATE TO BE ACQUIRED

As to Tract 101-07, an undivided 18/224ths interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft.

As to Tract 101-15, an undivided 9/384ths interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft.

NAMES AND ADDRESSES OF PURPORTED OWNERS

John K. Funk, marital status unknown
Mercantile Dallas Building
Dallas, Texas 75201
Telephone: 214-748-3514

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 101-22

DESCRIPTION

The SW¼SE¼ of Section 16, Township 1 South, Range 3 East.

The above-described land contains 40.0 acres, more or less.

ESTATE TO BE ACQUIRED

All interest in the coal and asphalt and coal and asphalt rights.

NAMES AND ADDRESSES OF PURPORTED OWNERS

United States Asphalt Corporation, a Delaware corporation
c/o Major John White Delafield, President
342 Madison Avenue
New York, New York 10017
Telephone: 903-867-3456

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 102-17

DESCRIPTION

The SW¼SE¼ lying West of center of Creek, in Section 4, Township 1 South, Range 3 East.

INCLUDING an undivided one-half interest in and to all of the oil, gas, and other minerals in and under and that may be produced from said land.

BUT EXCEPTING all other interest in and to all of the oil, gas, and other minerals in and under and that may be produced from said premises; and all rights, interests, and estates of whatsoever nature incident to or growing out of said outstanding minerals.

The above-described land contains 37.50 acres, more or less.

ESTATE TO BE ACQUIRED

The fee simple title to the land, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

NAMES AND ADDRESSES OF PURPORTED OWNERS

Mark IV Development, Inc.
c/o Billy D. Williams, President
1108 West Vinita
Sulphur, Oklahoma 73086
Telephone: 405-622-5611

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE LAND

Billy D. Williams and Alice I. Williams, husband and wife
Highway 177 South
Sulphur, Oklahoma 73086
Telephone: 405-622-5611

Gayle L. Frederick and Geneal Frederick, husband and wife
1108 West Vinita
Sulphur, Oklahoma 73086
Telephone: 405-622-3533

B. N. Williams and Dorothy J. Williams, husband and wife
Hartley Box 58B2
Dumas, Texas 79029

Charles R. Morgan and Louise Morgan, husband and wife
1860 Pecos Street
Amarillo, Texas 79102

By virtue of an undivided one-half interest in all minerals in 36.35 acres of the above-described land, which interest is designated on National Park Service records as Tract 102-15

Kenneth Runyan and Marge Runyan, husband and wife
c/o Mr. Phil Hurst, Attorney
Powell Building
Sulphur, Oklahoma 73086

Sulphur Community Bank
1100 West Broadway
Sulphur, Oklahoma 73086

First Oklahoma Bank & Trust Company
1020 West Second Street
Sulphur, Oklahoma 73086

R. L. Boles, marital status unknown
1218 Division
Sulphur, Oklahoma 73086

Internal Revenue Service
Austin District
300 East 8th Street
Austin, Texas 78701

Board of County Commissioners of Murray County, Oklahoma
Sulphur, Oklahoma 73086

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 103-01

DESCRIPTION

Lots 1, 2, 3, 4, 9, and 10, in Block 195, in the City of Sulphur, Oklahoma, according to the official map and plat thereof, including all right, title, and interest in and to that part of Chelsea Avenue and Fifth Street West or W., quieted in S. W. Tyer by Judgment dated January 31, 1956, in Case No. 9010, Tyer, et al., vs. City of Sulphur, Oklahoma, in the District Court of Murray County, Oklahoma.

The above-described land contains 1.30 acres, more or less.

ESTATE TO BE ACQUIRED

The fee simple title to the land, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

NAMES AND ADDRESSES OF PURPORTED OWNERS

C. Dale Holcomb and Eva G. Holcomb, husband and wife
935 West 14th Street
Sulphur, Oklahoma 73086
Telephone: 405-622-5933 (residence)

G. Dixie Colbert and Ruby Colbert, husband and wife
420 West 18th Street
Sulphur, Oklahoma 73086
Telephone: 405-622-2110 (business); 405-622-3512 (residence)

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE LAND

Robert J. Lacy and Jackie Lou Lacy, husband and wife
Williams Road
Sulphur, Oklahoma 73086
Telephone: 405-622-5382 (business); 405-622-2757 (residence)

Dairy Queen Stores, Inc.
c/o John P. Randolph, President
11261 Shady Trail
Dallas, Texas 75229

C. K. Barnes, marital status unknown
Frederick, Oklahoma 73542
Telephone: 405-335-5388

Poteau State Bank
Poteau, Oklahoma 74953

Board of County Commissioners of Murray County, Oklahoma
Sulphur, Oklahoma 73086

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

IN THE

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA Plaintiff, vs. 0.45 OF AN ACRE, MORE OR LESS, SITUATE IN THE COUNTY OF MURRAY, STATE OF OKLAHOMA, AND LOUISE SCHEPP, ET AL., Defendants.	)	79-197-C CIVIL NO. _____

FILED

JUN 25 1979

LEWIS L. VAUGHN
CLERK, U. S. DISTRICT COURT
BY _____ Deputy

DECLARATION OF TAKING

TO THE HONORABLE, THE UNITED STATES DISTRICT COURT:

Pursuant to the authority delegated by the Secretary of the Interior to the Solicitor of the Department of the Interior on February 17, 1959, under subparagraphs (6) and (7) of 210.2.2, Departmental Manual of the Department of the Interior, 24 F.R. 1348, as renumbered (5) and (6) 209.3.2A in the Departmental Manual, and as redelegated by the Solicitor, I do hereby make and cause to be filed this Declaration of Taking and declare that:

1. The land hereinafter described is taken under and in accordance with the authority set forth in Schedule "A" annexed hereto and made a part hereof.

2. The public uses for which said land is taken are also set forth in said Schedule "A."

3. A description of the land being taken, the estimated just compensation therefor, and the estate taken for said public uses are set forth in Schedule "B" annexed hereto and made a part hereof.

4. A plat showing the land taken is annexed hereto as Schedule "C" and made a part hereof.

5. The gross sum estimated as just compensation for said land, which contains 0.45 of an acre, more or less, including any and all interests taken in said land, is ONE THOUSAND DOLLARS ($1,000), which sum I cause to be

ATTEST:
a true copy
LEWIS L. VAUGHN, Clerk
By: _____

deposited in the registry of the court for the use and benefit of the persons entitled thereto. I am of the opinion that the ultimate award for said land probably will be within any limits prescribed by law on the price to be paid therefor.

IN WITNESS WHEREOF, I have signed this Declaration of Taking in the City of Santa Fe, State of New Mexico, this 21st day of February, 1979.

Gayle E. Manges
Field Solicitor
Department of the Interior

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Act of Congress approved February 26, 1931, 46 Stat. 1421, as amended, 40 U.S.C., sec. 258a; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land is to be taken are as follows: The land is required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land has been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 102-21

DESCRIPTION

The North 121.25 feet of the East 160 feet of the S½SW¼SE¼NE¼ of Section 4, Township 1 South, Range 3 East, Indian Meridian, in Murray County, Oklahoma.

The above-described land contains 0.45 of an acre, more or less.

Estimated Compensation Deposited in the Registry of the Court for the Above-Described Property: $1,000.

ESTATE TO BE ACQUIRED

The fee simple title to the land, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

NAMES AND ADDRESSES OF PURPORTED OWNERS

Louise Schepp, a widow
216 West 14th Street
Sulphur, Oklahoma 73086

a/k/a Berta Lou Stumpff,
Alberta Louise Stumpff and Phillip W. Stumpff,
a married couple
Madill, Oklahoma 73446

Fern D. Ketchum, a widow, sole devisee and legatee of
Charlie W. Ketchum, deceased
c/o Henry C. Bonney, Attorney at Law
Security National Bank Building, Suites 201-204
Duncan, Oklahoma 73533

The following heirs of Leonard Ketchum, deceased:

Jack E. Ketchum and Marie Garner Ketchum, a married couple
c/o Henry C. Bonney, Attorney at Law
Security National Bank Building, Suites 201-204
Duncan, Oklahoma 73533

Edwin E. Ketchum and Velma P. Ketchum, a married couple
c/o Henry C. Bonney, Attorney at Law
Security National Bank Building, Suites 201-204
Duncan, Oklahoma 73533

Lynn D. Ketchum and Joann S. Ketchum, a married couple
c/o Henry C. Bonney, Attorney at Law
Security National Bank Building, Suites 201-204
Duncan, Oklahoma 73533

Unknown heirs, if any, of Carl Katschor, deceased

Unknown heirs, if any, of Charlie W. Ketchum, deceased

Unknown heirs, if any, of Leonard Ketchum, deceased

05-00-0000: names and addresses of other parties who may have or claim an interest in the land

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE LAND

Marie N. Katschor, a widow
Guthrie, Oklahoma 73044

Board of County Commissioners of Murray County, Oklahoma
Sulphur, Oklahoma 73086

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

Area Director, Bureau of Indian Affairs
Muskogee Area Office
Muskogee, Oklahoma 74401

Jerald W. Ketchum
c/o Henry C. Bonney, Attorney at Law
Security National Bank Building, Suites 201-204
Duncan, Oklahoma 73533

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,
Plaintiff,
vs.
10.0 ACRES, MORE OR LESS, SITUATE IN MURRAY COUNTY, STATE OF OKLAHOMA, and W. L. KISTLER III, et al.,
Defendants.

NO. 80-258-C

FILED
JUL 16 1980
LEWIS L. VAUGHN
CLERK, U. S. DISTRICT COURT
BY _____ DEPUTY CLERK

COMPLAINT IN CONDEMNATION

This is an action of a civil nature brought by the United States of America at the request of the Secretary of the Interior for the taking of property under the power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq.; which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

The property so to be taken, designated by tract, and the persons having or claiming an interest in each tract whose names are ascertainable by a reasonably diligent search of the

records and those whose names have otherwise been learned, are as set out in Schedule B hereto attached.

The Board of County Commissioners, County Treasurer, County Clerk, and County Assessor of Murray County, Oklahoma, and the State of Oklahoma, may have or claim an interest in the property by reason of taxes and assessments due and exigible.

In addition to the persons named, there are or may be others who have or claim some interest in the property to be taken whose names are unknown to plaintiff, and such persons are made parties to the action by the designation "Unknown Owners."

The interest in the property to be acquired is set out in Schedule B hereto attached.

WHEREFORE, the plaintiff demands judgment that the property be condemned and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper. Trial by jury of the issue of just compensation is demanded by plaintiff.

UNITED STATES OF AMERICA

JULIAN K. FITE
United States Attorney

G. Steven Stidham

G. STEVEN STIDHAM
Assistant United States Attorney
P. O. Box 1009
Muskogee, Oklahoma 74401
(918-687-2543, FTS 736-2543)

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 101-12

DESCRIPTION

The NE¼NE¼SE¼ of Section 9, Township 1 South, Range 3 East.

The above-described lands contain 10.0 acres, more or less.

ESTATE TO BE ACQUIRED

An undivided one-half interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft.

NAMES AND ADDRESSES OF PURPORTED OWNERS

W. L. Kistler, Inc., an Oklahoma corporation, now defunct
Tulsa, Oklahoma (last known address)

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

Mr. W. L. Kistler III
Kistler Investment Company
10 East 53rd Street
New York, New York 10022

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

38.80 ACRES OF LAND, MORE OR LESS, SITUATE IN MURRAY COUNTY, STATE OF OKLAHOMA, AND MARK IV DEVELOPMENT, INC., ET AL., AND UNKNOWN OWNERS,

Defendants.

CIVIL NO. 77-189-C

FILED

JUN 16 1977

LEWIS L. VAUGHN
CLERK, U. S. DIST. COURT
BY ..... DEPUTY CLERK

COMPLAINT IN CONDEMNATION

I

This is an action of a civil nature brought by the United States of America at the request of the Solicitor of the Department of the Interior, pursuant to authority delegated by the Secretary of the Interior, on February 17, 1959, under subparagraph (6) of Part 210.2.2 of the Departmental Manual of the Department of the Interior, 24 F.R. 1348, as renumbered (5), and redelegated by the Solicitor, for the taking of property under the power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

II

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C. § 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C. § 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C. § 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes. See Schedule "A" attached.

III

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of the Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

IV

The property so to be taken, designated by tract, and the persons having or claiming an interest in each tract whose names are ascertainable by a reasonably diligent search of the records and those whose names have otherwise been learned, are as set out in Schedule "B" hereto attached.

V

The Board of County Commissioners, County Treasurer, County Clerk and County Assessor of Murray County, Oklahoma, and the State of Oklahoma may have or claim an interest in the property by reason of taxes and assessments due and exigible.

VI

In addition to the persons named, there are or may be others who have or claim some interest in the property to be taken whose names are unknown to plaintiff, and such persons are made parties to the action by the designation "Unknown Owners".

VII

The maps designating the property to be acquired are set out in Schedule "C" hereto attached.

VIII

Trial by jury of the issue of just compensation is demanded by plaintiff.

WHEREFORE, the plaintiff demands judgment that the property be condemned, and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper.

UNITED STATES OF AMERICA
RICHARD A. PYLE
UNITED STATES ATTORNEY

Betty Outhier Williams

BETTY OUTHIER WILLIAMS
ASSISTANT UNITED STATES ATTORNEY

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 4601-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 101-22

DESCRIPTION

The SW¼SE¼ of Section 16, Township 1 South, Range 3 East.

The above-described land contains 40.0 acres, more or less.

ESTATE TO BE ACQUIRED

All interest in the coal and asphalt and coal and asphalt rights.

NAMES AND ADDRESSES OF PURPORTED OWNERS

United States Asphalt Corporation, a Delaware corporation
c/o Major John White Delafield, President
342 Madison Avenue
New York, New York 10017
Telephone: 903-867-3456

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 102-17

DESCRIPTION

The SW¼SE¼ lying West of center of Creek, in Section 4, Township 1 South, Range 3 East.

INCLUDING an undivided one-half interest in and to all of the oil, gas, and other minerals in and under and that may be produced from said land.

BUT EXCEPTING all other interest in and to all of the oil, gas, and other minerals in and under and that may be produced from said premises; and all rights, interests, and estates of whatsoever nature incident to or growing out of said outstanding minerals.

The above-described land contains 37.50 acres, more or less.

ESTATE TO BE ACQUIRED

The fee simple title to the land, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

NAMES AND ADDRESSES OF PURPORTED OWNERS

Mark IV Development, Inc.
c/o Billy D. Williams, President
1108 West Vinita
Sulphur, Oklahoma 73086
Telephone: 405-622-5611

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE LAND

Billy D. Williams and Alice I. Williams, husband and wife
Highway 177 South
Sulphur, Oklahoma 73086
Telephone: 405-622-5611

Gayle L. Frederick and Geneal Frederick, husband and wife
1108 West Vinita
Sulphur, Oklahoma 73086
Telephone: 405-622-3533

B. N. Williams and Dorothy J. Williams, husband and wife
Hartley Box 58B2
Dumas, Texas 79029

Charles R. Morgan and Louise Morgan, husband and wife
1860 Pecos Street
Amarillo, Texas 79102

} By virtue of an undivided one-half interest in all minerals in 36.35 acres of the above-described land, which interest is designated on National Park Service records as Tract 102-15

Kenneth Runyan and Marge Runyan, husband and wife
c/o Mr. Phil Hurst, Attorney
Powell Building
Sulphur, Oklahoma 73086

Sulphur Community Bank
1100 West Broadway
Sulphur, Oklahoma 73086

First Oklahoma Bank & Trust Company
1020 West Second Street
Sulphur, Oklahoma 73086

R. L. Boles, marital status unknown
1218 Division
Sulphur, Oklahoma 73086

Internal Revenue Service
Austin District
300 East 8th Street
Austin, Texas 78701

Board of County Commissioners of Murray County, Oklahoma
Sulphur, Oklahoma 73086

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 103-01

DESCRIPTION

Lots 1, 2, 3, 4, 9, and 10, in Block 195, in the City of Sulphur, Oklahoma, according to the official map and plat thereof, including all right, title, and interest in and to that part of Chelsea Avenue and Fifth Street West or W., quieted in S. W. Tyer by Judgment dated January 31, 1956, in Case No. 9010, Tyer, et al., vs. City of Sulphur, Oklahoma, in the District Court of Murray County, Oklahoma.

The above-described land contains 1.30 acres, more or less.

ESTATE TO BE ACQUIRED

The fee simple title to the land, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

NAMES AND ADDRESSES OF PURPORTED OWNERS

C. Dale Holcomb and Eva G. Holcomb, husband and wife
935 West 14th Street
Sulphur, Oklahoma 73086
Telephone: 405-622-5933 (residence)

G. Dixie Colbert and Ruby Colbert, husband and wife
420 West 18th Street
Sulphur, Oklahoma 73086
Telephone: 405-622-2110 (business); 405-622-3512 (residence)

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE LAND

Robert J. Lacy and Jackie Lou Lacy, husband and wife
Williams Road
Sulphur, Oklahoma 73086
Telephone: 405-622-5382 (business); 405-622-2757 (residence)

Dairy Queen Stores, Inc.
c/o John P. Randolph, President
11261 Shady Trail
Dallas, Texas 75229

C. K. Barnes, marital status unknown
Frederick, Oklahoma 73542
Telephone: 405-335-5388

Poteau State Bank
Poteau, Oklahoma 74953

Board of County Commissioners of Murray County, Oklahoma
Sulphur, Oklahoma 73086

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 101-07

DESCRIPTION

The SW¼ and W½SE¼ of Section 9, Township 1 South, Range 3 East.

The above-described land contains 240.0 acres, more or less.

TRACT 101-15

The NE¼ and the N½N½NW¼ and the SE¼NE¼NW¼ and the E½SE¼NW¼ and the Southeast diagonal one-half of the W½SE¼NW¼ and the E½SW¼ and the NW¼SE¼ of Section 16, Township 1 South, Range 3 East.

The above-described land contains 360.0 acres, more or less.

ESTATE TO BE ACQUIRED

As to Tract 101-07, an undivided 18/224ths interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft.

As to Tract 101-15, an undivided 9/384ths interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft.

NAMES AND ADDRESSES OF PURPORTED OWNERS

John K. Funk, marital status unknown
Mercantile Dallas Building
Dallas, Texas 75201
Telephone: 214-748-3514

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, Plaintiff,	)	80-256-C
vs.	)	No. FILED
30.0 ACRES, MORE OR LESS, SITUATE IN MURRAY COUNTY, STATE OF OKLAHOMA, and BEN W. JAMESON, et al., Defendants.	)	JUL 16 1980 LEWIS L. VAUGHN CLERK, U. S. DISTRICT COURT BY DEPUTY CLERK

COMPLAINT IN CONDEMNATION

This is an action of a civil nature brought by the United States of America at the request of the Secretary of the Interior for the taking of property under the power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq.; which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

The property so to be taken, designated by tract, and the persons having or claiming an interests in each tract whose names are ascertainable by a reasonably diligent search of the records and those whose names have otherwise been learned, are as set out in Schedule B hereto attached.

The Board of County Commissioners, County Treasurer, County Clerk, and County Assessor of Murray County, Oklahoma, and the State of Oklahoma, may have or claim an interest in the property by reason of taxes and assessments due and exigible.

CHICKASAW N.R.A. DEED NO. 33

ATTEST:
a true copy
LEWIS L. VAUGHN, Clerk
By: _____ Deputy.

In addition to the persons named, there are or may be others who have or claim some interest in the property to be taken whose names are unknown to plaintiff, and such persons are made parties to the action by the designation "Unknown Owners."

The interest in the property to be acquired is set out in Schedule B hereto attached.

WHEREFORE, the plaintiff demands judgment that the property be condemned and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper. Trial by jury of the issue of just compensation is demanded by plaintiff.

UNITED STATES OF AMERICA

JULIAN K. FITE
United States Attorney

G. Steven Stidham

G. STEVEN STIDHAM
Assistant United States Attorney
P. O. Box 1009
Muskogee, Oklahoma 74401
(918-687-2543, FTS 736-2543)

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 4601-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACT 101-27

DESCRIPTION

The W½NE¼NW¼ and the W½E½NE¼NW¼ of Section 21, Township 1 South, Range 3 East.

The above-described lands contain 30.0 acres, more or less.

ESTATE TO BE ACQUIRED

A one-half interest in all minerals.

NAMES AND ADDRESSES OF PURPORTED OWNERS

Ben W. Jameson and Carrie Jameson, husband and wife
Boise City, Oklahoma 73933

Fayola Haverstick, an unmarried woman
1824 Lake Avenue, S. W.
Albuquerque, New Mexico 87105

Lucy Lee Roberts, an unmarried woman
1824 Lake Avenue, S. W.
Albuquerque, New Mexico 87105

Glenn Jameson and Catherine B. Jameson, husband and wife
301 South Branch
Oklahoma City, Oklahoma 73115

Ana Mae Hayes (AKA Annamae Hayes), an unmarried woman
c/o Ben W. Jameson
Boise City, Oklahoma 73933

Mrs. Burman Jameson, a widow
503 South Towerline Road
Nampa, Idaho 83651

Unknown heirs, if any, of Burman Jameson, Deceased

Unknown heirs, if any, of Mannie Jameson, Deceased

NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,	Plaintiff,	)
vs.		) NO.
360.0 ACRES, MORE OR LESS, SITUATE IN MURRAY COUNTY, STATE OF OKLAHOMA, and LUDMILA ELLIOTT ROBSON, et al.,	Defendants.	)

80-257-C

FILED

JUL 16 1980

LEWIS L. VAUGHN
CLERK, U. S. DISTRICT COURT
BY_____ DEPUTY CLERK

COMPLAINT IN CONDEMNATION

This is an action of a civil nature brought by the United States of America at the request of the Secretary of the Interior for the taking of property under the power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq.; which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

The public uses for which said land and interests in said land are to be taken as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

The property so to be taken, designated by tract, and the persons having or claiming an interest in each tract whose names are ascertainable by a reasonably diligent search of the records and those whose names have otherwise been learned, are as set out in Schedule B hereto attached.

The Board of County Commissioners, County Treasurer, County Clerk, and County Assessor of Murray County, Oklahoma and the State of Oklahoma, may have or claim an interest in the property by reasoh of taxes and assessments due and exigible.

ATTEST:
[illegible] Clerk

In addition to the persons named, there are or may be others who have or claim some interest in the property to be taken whose names are unknown to plaintiff, and such persons are made parties to the action by the designation "Unknown Owners."

The interest in the property to be acquired is set out in Schedule B hereto attached.

WHEREFORE, the plaintiff demands judgment that the property be condemned and that just compensation for the taking be ascertained and awarded, and for such other relief as may be lawful and proper. Trial by jury of the issue of just compensation is demanded by plaintiff.

UNITED STATES OF AMERICA

JULIAN K. FITE
United States Attorney

G. Steven Stidham

G. STEVEN STIDHAM
Assistant United States Attorney
P. O. Box 1009
Muskogee, Oklahoma 74401
(918-687-2543, FTX 736-2543)

SCHEDULE "A"

CHICKASAW NATIONAL RECREATION AREA

AUTHORITY FOR THE TAKING

The authority for the taking of the land and interests in the land is under and in accordance with the Act of Congress approved August 1, 1888, 25 Stat. 357, as amended, 40 U.S.C., sec. 257; the Land and Water Conservation Fund Act of 1965, 78 Stat. 897, as amended, 16 U.S.C., sec. 460l-4, et seq.; and under the further authority of the Act of Congress approved March 17, 1976, 90 Stat. 235, 16 U.S.C., sec. 460hh, et seq., which act authorized the Chickasaw National Recreation Area; and under the authority of the Department of the Interior and Related Agencies Appropriation Act, 1976 Suppl., 90 Stat. 605, which act appropriated funds for such purposes.

PUBLIC USES

The public uses for which said land and interests in said land are to be taken are as follows: The land and interests therein are required for the proper administration, preservation and development of Chickasaw National Recreation Area for the use, benefit and enjoyment of the public. The said land and interests therein have been selected for acquisition by the United States of America for said purposes, and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE "B"

CHICKASAW NATIONAL RECREATION AREA

MURRAY COUNTY, OKLAHOMA

TRACTS 101-28 and 101-29

DESCRIPTION

The NE¼ and the N½N½NW¼ and the SE¼NE¼NW¼ and the E½SE¼NW¼ and the Southeast diagonal one-half of the W½SE¼NW¼ and the E½SW¼ and the NW¼SE¼ of Section 16, Township 1 South, Range 3 East.

The above-described lands contain 360.0 acres, more or less.

ESTATE TO BE ACQUIRED

A 16/384 interest in all oil, gas and other minerals, except surface asphalt mined from pit or shaft.

NAMES AND ADDRESSES OF PURPORTED OWNERS

The following sole and only heirs at law of Harold Samuel Elliott, Deceased:

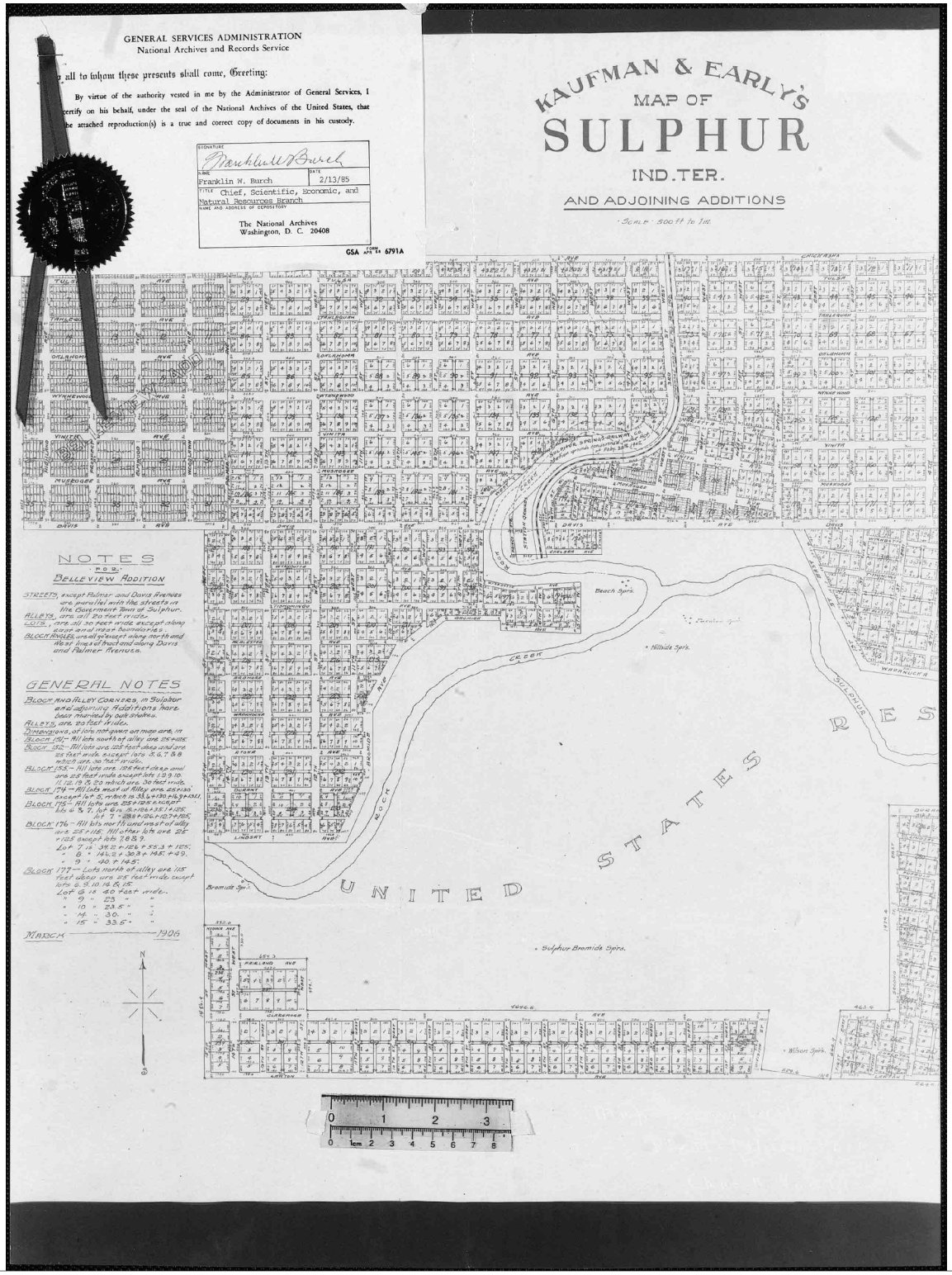
Ludmila Elliott Robson, a married woman
P. O. Box 986
Claremore, Oklahoma 74017

Lloyd Samuel Elliott, marital status unknown
7815 Edgewater (last known address)
Houston, Texas 77093

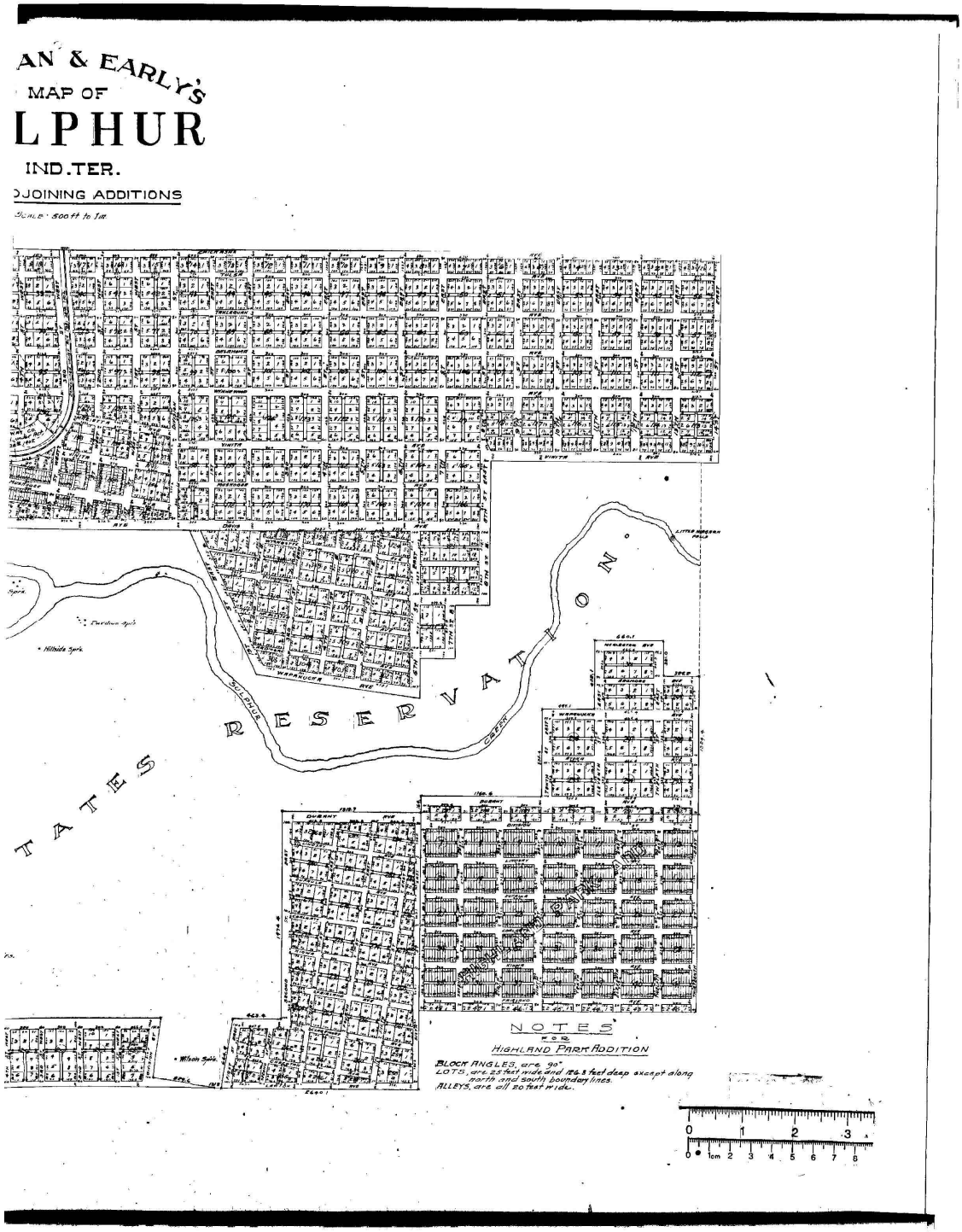
NAMES AND ADDRESSES OF OTHER PARTIES WHO MAY HAVE OR CLAIM AN INTEREST IN THE MINERAL ESTATE

County Treasurer of Murray County, Oklahoma
County Courthouse
Sulphur, Oklahoma 73086

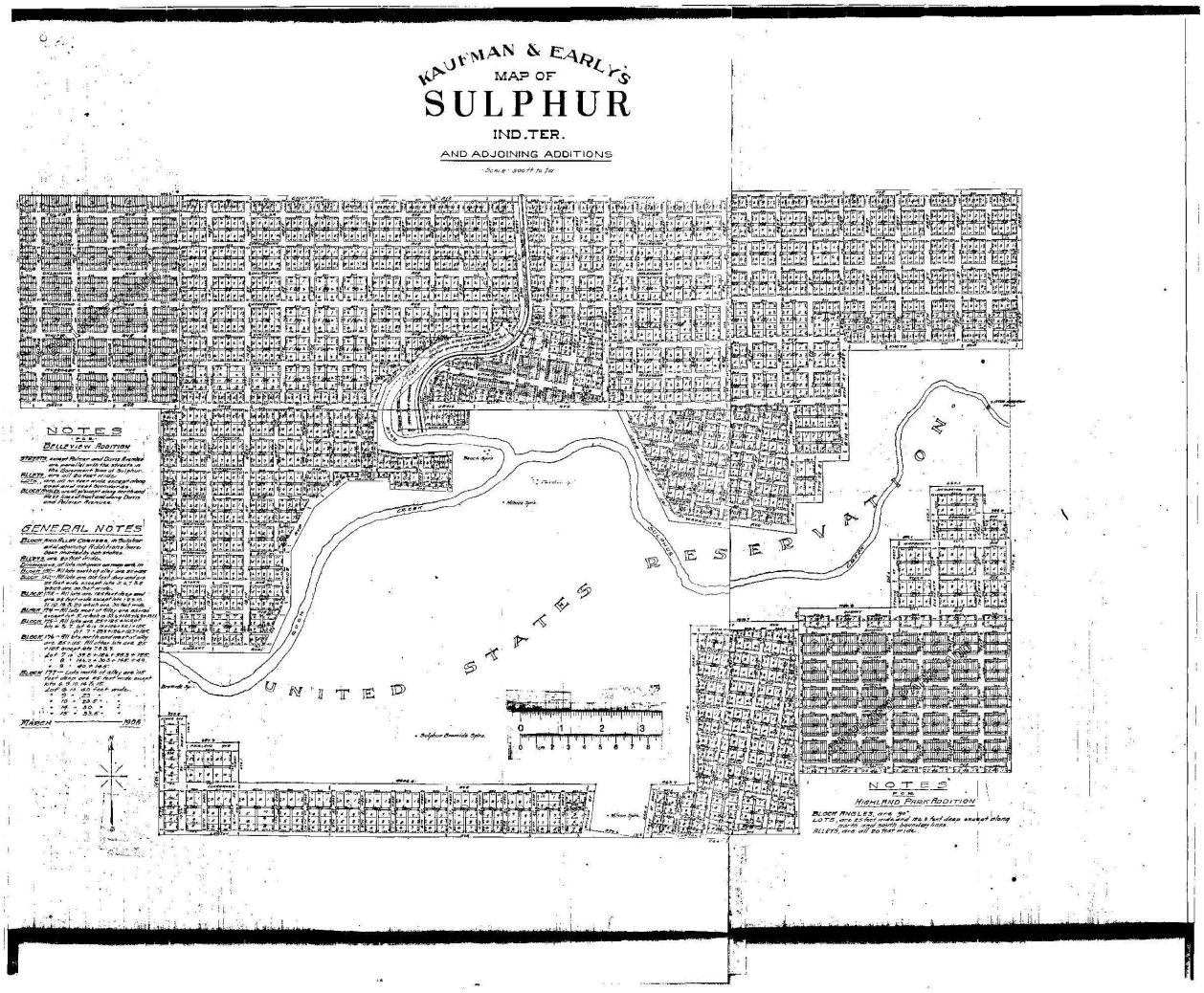
02-13-1985: map of sulphur ind. ter. and adjoining additions



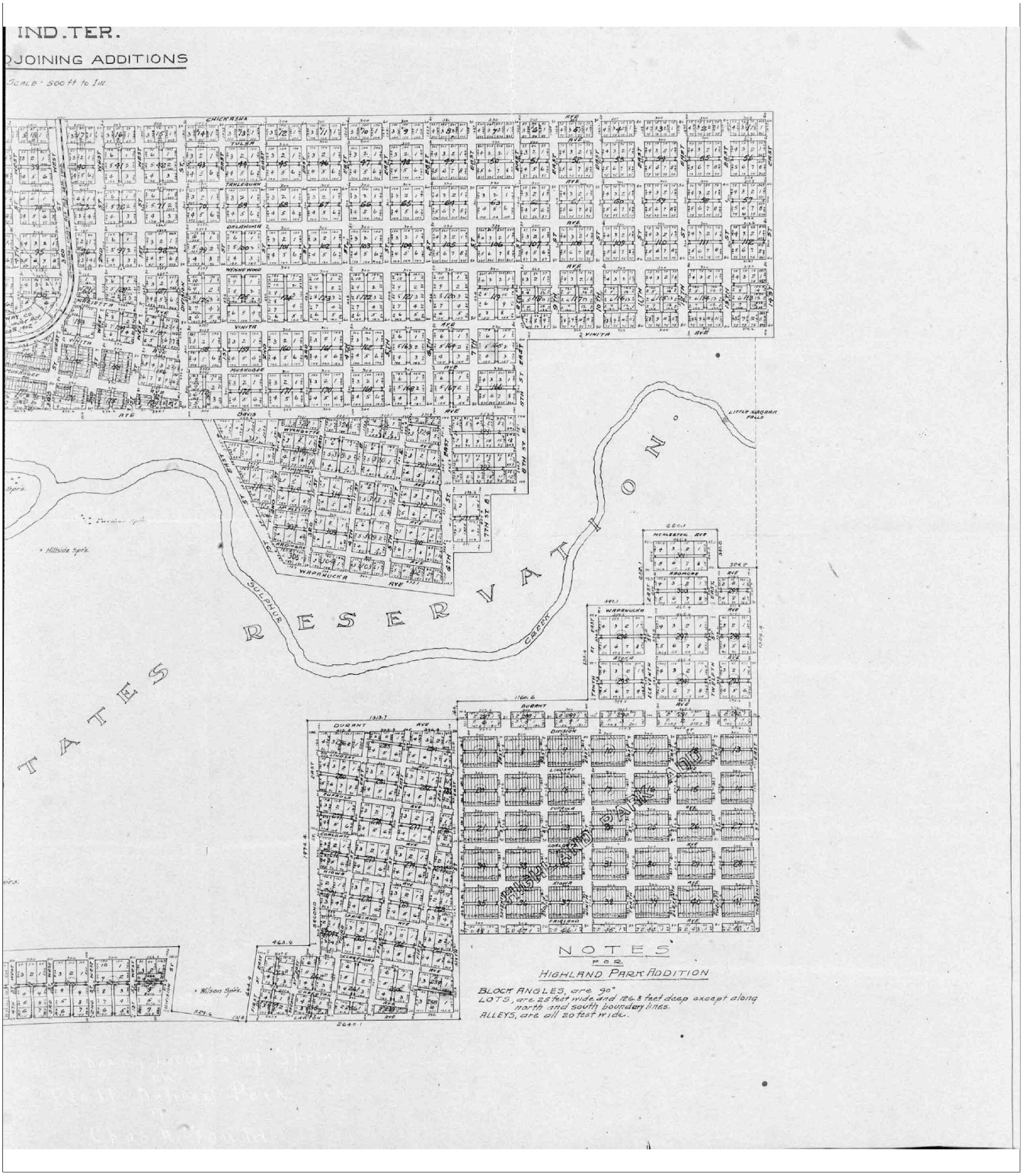
00-00-0000: map of sulphur indian territory and adjoining additions



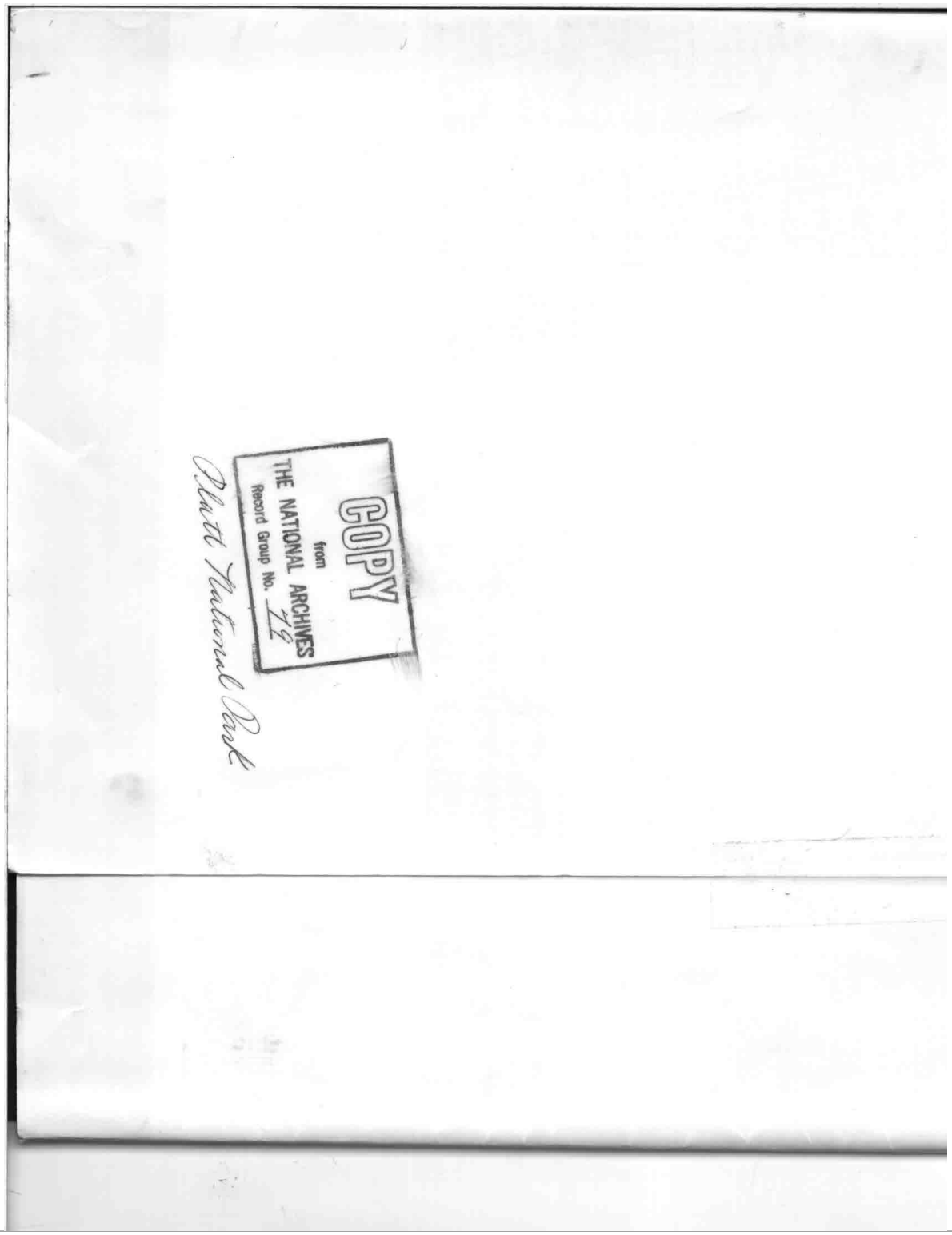
00-00-0000: map of sulphur indian territory and adjoining additions



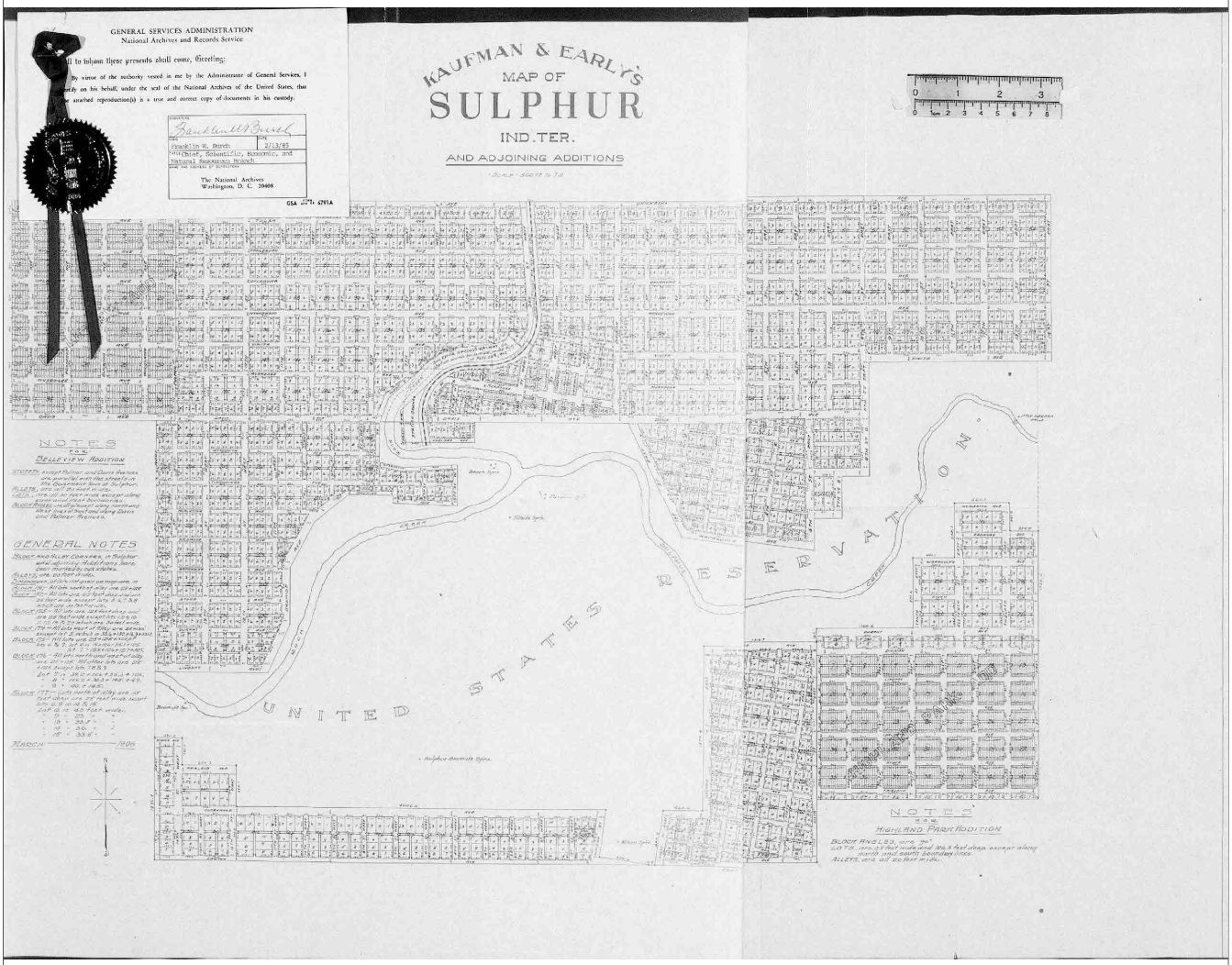
02-13-1985: map of sulphur ind. ter. and adjoining additions



00/00/0000: Receipt



Maps and Miscellaneous Information



Docket Information

Number of Documents in Docket 144

Documents Dated from 1/2/1941 to 2/13/1985

Docket Compiled: 2/3/2011