

Cover page for:

PRELIMINARY TITLE EVIDENCE

Consisting of:

Preliminary title insurance schedules prepared by American Eagle Title Group, L.L.C. dated August 22, 2018 (File No. 1808-0029-68), including preliminary Schedule B, Part II containing exception paragraphs numbered 1 through 15

Together with:

Copies of recorded documents listed as exceptions

For sealed bid auction advertised by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

James L. Schwartz and Brook S. Beavers

With a sealed bid deadline of:

October 24, 2018

**FIDELITY NATIONAL
TITLE INSURANCE COMPANY**

COMMITMENT FOR TITLE INSURANCE

Inquiries Should Be Directed To:

Sherry Coker
(405) 232-6700 – Voice
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.
421 N.W. 13th Street, Suite 320
Oklahoma City, OK 73103

scoker@ameagletitle.com

Commitment No. 1808-0029-68

SCHEDULE A

1. Effective Date: August 22, 2018 at 7:30 A.M.
2. Policy or policies to be issued: AMOUNT
 - (a) ALTA OWNERS POLICY (6/17/2006) To be named by endorsement
Proposed Insured:

To be named by endorsement
3. (a) The estate or interest in the land described in this commitment is:

Fee Simple

(b) Title to said estate or interest in said land is at the effective date hereof vested in:

James L. Schwartz and Brook S. Beavers
4. The land referred to in this Commitment is located in the County of Cleveland, State of Oklahoma and is described as follows:

Lot 1, Block 1, of East Lindsey Plaza Section 3, an Addition to Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 13 of Plats, page 16.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I

Commitment No. 1808-0029-68

PART I. The following are the requirements to be complied with:

1. Submit proof of the payment to or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from James L. Schwartz and Brook S. Beavers, showing marital status and joined by spouse of each if married vesting fee simple title in the proposed purchaser.

Note: The State of Oklahoma requires the payment of a conveyance tax in the amount of \$00.75 per \$500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
4. Satisfactory Affidavit of Possession executed by the seller(s).
5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

Continued on next page

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 1808-0029-68

6. Satisfaction and release of record of the Construction Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated August 5, 2005, filed August 8, 2005, and recorded in Book 4043, page 767, Modification to Mortgage, filed November 23, 2009 and recorded in Book 4690, page 1125.
7. Satisfaction and release of record of the Construction Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated October 26, 2005, filed October 31, 2005, and recorded in Book 4087, page 862, Modification to Mortgage, filed November 23, 2009 and recorded in Book 4690, page 1122.
8. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated August 4, 2006, filed August 30, 2006, and recorded in Book 4231, page 29.
9. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated November 1, 2006, filed November 9, 2006, and recorded in Book 4262, page 950.
10. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated September 3, 2010, filed September 7, 2010, and recorded in Book 4783, page 1101.
11. Satisfaction and release of record of the Assignment of Rents executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated September 28, 2017, filed October 19, 2017, and recorded in Book 5732, page 710.
12. Payment of real estate taxes for the year 2017 in the original amount of \$3,006.00, Tax code 32371.
13. Obtain and file release of State Tax Lien, against James L. Schwartz of Concreteworks Inc., filed March 29, 2017 and recorded in Book M210, page 765, in the amount of \$16,461.32.

Continued on next page

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 1808-0029-68

14. This commitment for title insurance is issued by American Eagle Title Group, L.L.C., as agent for Fidelity National Title Insurance Company, and shall not be binding on Fidelity National Title Insurance Company unless and until American Eagle Title Group, L.L.C. has obtained high liability authorization.
15. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.
16. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of August 22, 2018.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART II

Commitment No. 1808-0029-68

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2018, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page


FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART II-Continued

Commitment No. 1808-0029-68

8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Easement for public utilities over west 5 feet and alley easement over west 30 feet as shown on the plat recorded in Book 13 of Plats, page 16.
10. Easement in favor of City of Norman recorded in Book 630, page 399.
11. Right of Way in favor of Sunray Mid-Continental Oil Company recorded in Book 355, page 411, Partial Release recorded in Book 1272, page 83.
12. Ground Field Permit favor of Sunray OX Oil Company recorded in Book 466, page 145, Assignment recorded in Book 3155, page 1307.
13. Ground Field Permit favor of Sunray OX Oil Company recorded in Book 467, page 4, Assignment recorded in Book 3155, page 1307.
14. Right-of-Way in favor of Mobil Pipe Line Company recorded in Book 1920, page 342.
15. Rules and Regulations for the Central Oklahoma Master Conservancy District recorded in Book 1897, page 303 and in Book 1899, page 29.

Countersigned
American Eagle Title Group, L.L.C.

By: 

Andrew J. McCune
ODI License No. 113795



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Fidelity National Title Insurance Company



By:

President

ATTEST

Secretary

Countersigned:

Authorized Signatory

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Security National Bank And Trust Company, Norman, Oklahoma, Trustee,

does hereby certify that they are the Owners of and the only Person, Firm, or Corporation having any right, title or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and platted and that they hereby grant all the street and utility easements shown hereon to the public for their heirs, executors, administrators, successors, and assigns forever and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the Abstractor's Certificate. In witness whereof, the undersigned have caused this instrument to be executed this 7th day of May, 1981.

SECURITY NATIONAL BANK AND TRUST COMPANY
NORMAN, OKLAHOMA, TRUSTEE

Assistant Secretary

Oliver Kelley
PRESIDENT

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State on the 7th day of May 1981, personally appeared Al Loeffelholz Jr., president of the maker,

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 and as the free and voluntary act and deed of said Corporation for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.
My Commission expires: April 20, 1985

Greg J. Harkness
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, Margaret Smith, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Cleveland County, State of Oklahoma; that the tax records of said County show all taxes are paid for the year of 1980 and prior years and that the required statutory security has been deposited in the Office of the County Treasurer guaranteeing the current years taxes on the land shown on the annexed plat.

In witness whereof, said County Treasurer has caused this instrument to be executed this 18th day of May, 1981.

Margaret Smith
County Treasurer

CITY PLANNING COMMISSION APPROVAL

I, William H. Hardwick, Chairman of the Norman Planning Commission, hereby certify that the Commission duly approved this plat on the 11th day of October, 1973.

William H. Hardwick
Chairman

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of Norman, Oklahoma, that the easement dedications shown hereon are hereby accepted. Adopted by the Council of the City of Norman, Oklahoma, this 7th day of October, 1980.

Mary Kelley
Attest: City Clerk

CITY OF NORMAN
Attest: City Clerk
Mayor pro-tem

SUBDIVISION PLAT
OF

BLOCKS 1 THRU 5

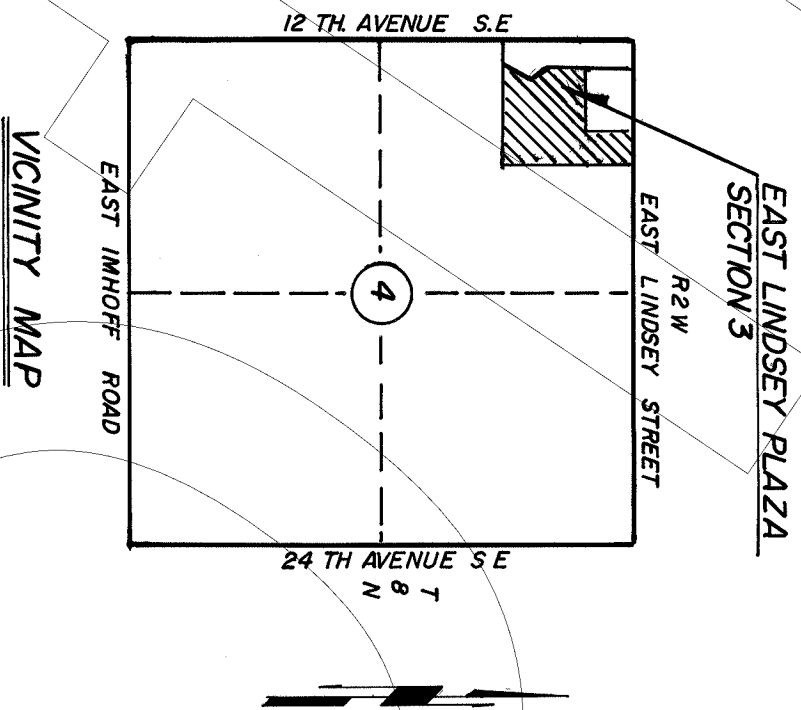
EAST LINDSEY
PLAZA

SECTION 3

AN ADDITION TO

NORMAN, CLEVELAND COUNTY, OKLAHOMA

A PART OF THE NW 1/4 NW 1/4 OF SECTION 4, T8N, R2W



FILED FOR RECORD
STATE OF OKLAHOMA
COUNTY OF CLEVELAND
Book 13, Page 16X10
Subscribed by Billie Jean Galtwood, County Clerk
3/25/81

LEGAL DESCRIPTION: A part of the NW 1/4 NW 1/4 of Section 4, T8N, R2W of the 1.M., Norman, Cleveland County, Oklahoma more particularly described as follows:

Beginning at a point on the North line of said NW 1/4 NW 1/4 1275.00 feet S89°58'30"E of the Northwest corner of said NW 1/4 NW 1/4; thence S89°58'30"E along said North line a distance of 242.50 feet to the Northeast corner of said NW 1/4 NW 1/4; thence S0°47'00"E along the East line of said NW 1/4 NW 1/4 a distance of 1296.02 feet to the Southeast corner of said NW 1/4 NW 1/4; thence N89°58'42"W along the South line of said NW 1/4 NW 1/4 a distance of 951.05 feet; thence N33°00'00"E a distance of 181.39 feet; thence Northwesterly on a curve to the right having a radius of 12500 feet a distance of 54.60 feet; thence N29°58'30"W a distance of 218.40 feet; thence N74°58'30"W a distance of 35.36 feet; thence N29°58'30"W a distance of 60.00 feet; thence N60°01'30"E a distance of 35.00 feet; thence N29°58'30"W a distance of 35.31 feet; thence N0°47'00"W a distance of 259.14 feet; thence S89°58'30"E a distance of 200.00 feet; thence S0°47'00"E a distance of 10.00 feet; thence S89°58'30"E a distance of 585.00 feet; thence N0°47'00"W a distance of 560.00 feet to the Point of Beginning. Containing 13.60 Acres.

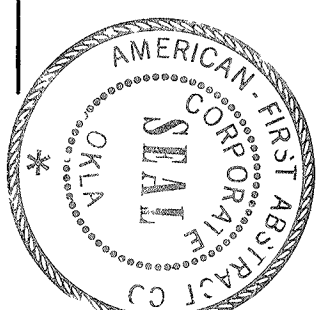
BONDED ABSTRACTER'S CERTIFICATE

The undersigned, a duly qualified and lawfully Bonded Abstractor of titles in and for the County of Cleveland, State of Oklahoma, hereby certifies that the records of said County show that the title to the land shown on the annexed plat is vested in Security National Bank And Trust Company, Norman, Oklahoma, Trustee, and that on the 7th day of May, 1981 there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said County & State against said land or the Owners thereof; that the taxes are paid for the year 1980 and prior years; that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person; that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat except mortgages, mineral rights and rights of way of record. In witness whereof, said Bonded Abstractor has caused this instrument to be executed this 7th day of May, 1981.

AMERICAN-FIRST ABSTRACT COMPANY

Harold Cox
President

Ed C. Sabor
Attest: Assistant Secretary



STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold Cox to me known to be the identical person who executed the above instrument 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 said Corporation for the uses and purposes herein set forth. Given under my hand and seal this 7th day of May, 1981.

My Commission expires: June 17, 1984.

Stephen Carter
Notary Public

PROFESSIONAL ENGINEER AND LAND SURVEYOR'S CERTIFICATE

I, Don G. Clark, do hereby certify that I am a Registered Professional Civil Engineer and Land Surveyor and that the annexed plat correctly represents a survey made under my supervision and that the monuments shown hereon actually exist and their positions are correctly shown. I further certify that this plat meets the permanence requirement of the State of Oklahoma statute, Section 1,

11 O.S. 1977, Section 518 as amended, September 5, 1973.

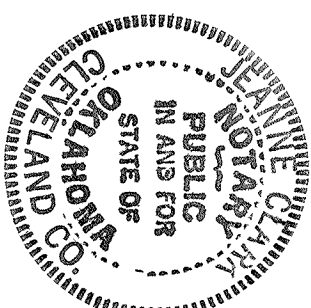
Don G. Clark, P.E. No. 4233, L.S. No. 414

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don G. Clark to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal this 1st day of September, 1979.

My Commission expires: 1-10-83

Don G. Clark
Notary Public



SUBDIVISION PLAT
OF

BLOCKS 1 THRU 5

EAST LINDSEY PLAZA

SECTION 3

AN ADDITION TO
NORMAN, CLEVELAND COUNTY, OKLAHOMA

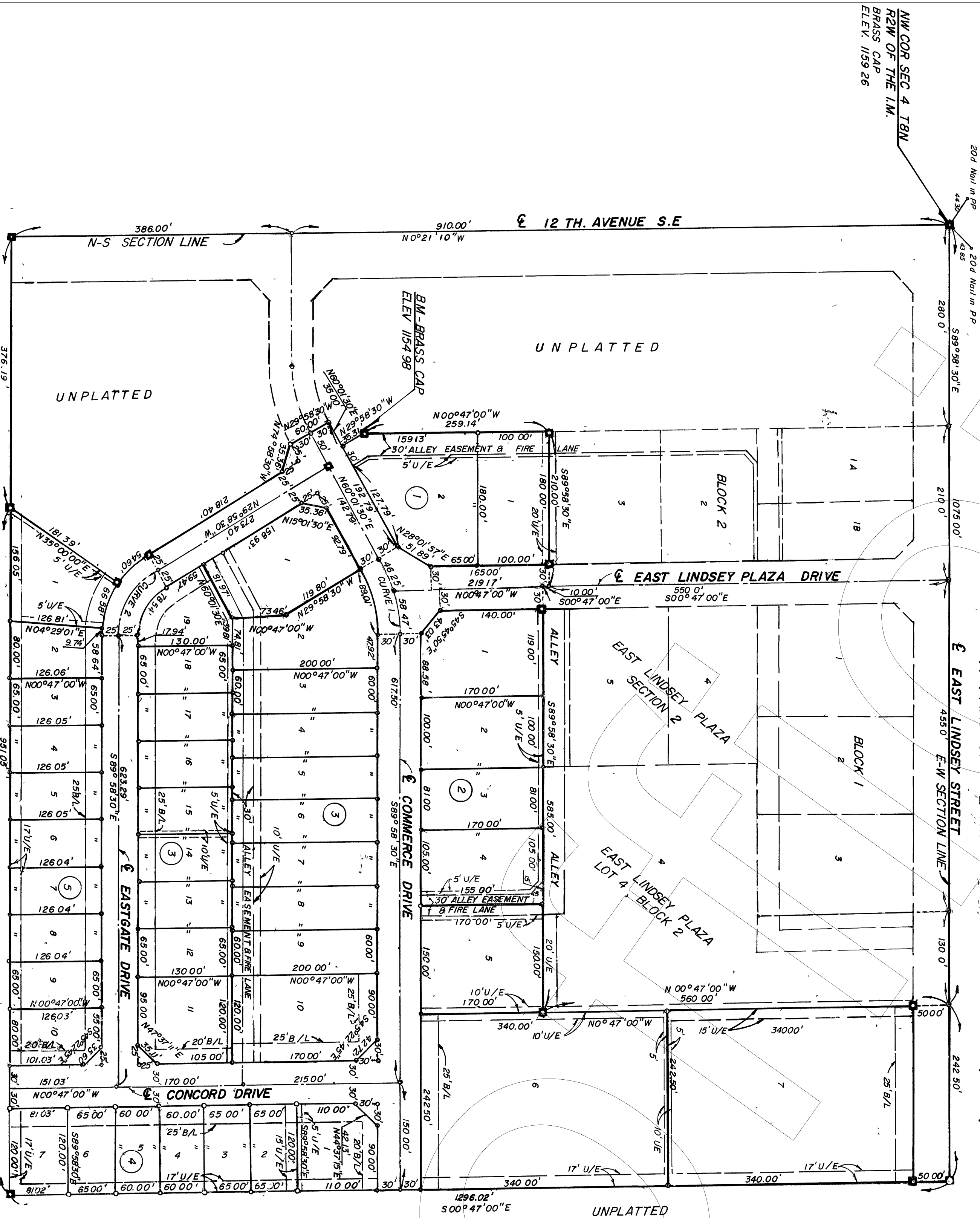
A PART OF THE NW 1/4 NW 1/4 OF SECTION 4, T8N, R2W

LEGAL DESCRIPTION: A part of the NW 1/4 NW 1/4 of Section 4, T8N, R2W of the 1.M., Norman, Cleveland County, Oklahoma more particularly described as follows:

2/22/23
STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
Book 13 Page 16 of 17
BILLY JEAN GATWOOD, County Clerk
3/1/2024
Rec. # 28,248

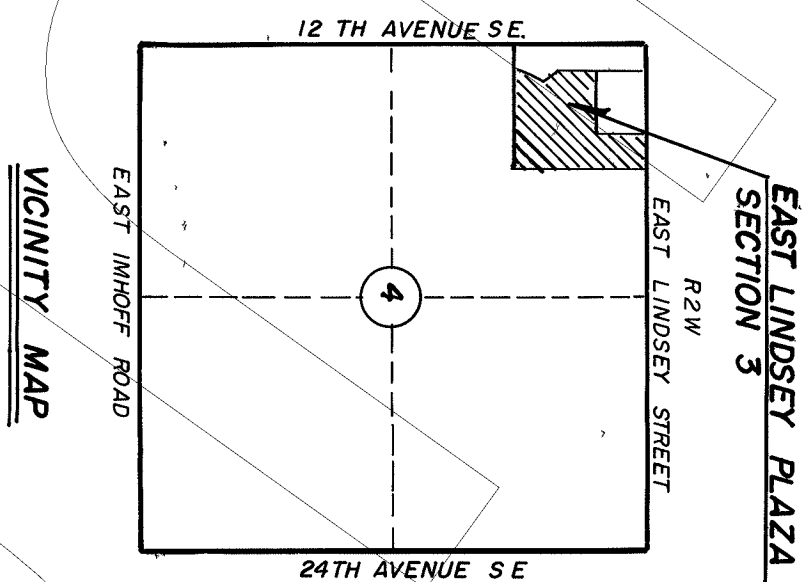
Beginning at a point on the North line of said NW 1/4 NW 1/4 1073.00 feet S89°58'30"E of the Northwest corner of said NW 1/4 NW 1/4, thence S89°58'30"E along said North line a distance of 242.50 feet to the Northeast corner of said NW 1/4 NW 1/4, thence S0°47'00"E along the East line of said NW 1/4 NW 1/4 a distance of 1296.02 feet to the Southeast corner of said NW 1/4 NW 1/4, thence N89°58'42"W along the South line of said NW 1/4 NW 1/4 a distance of 951.05 feet, thence N39°00'00"E a distance of 181.39 feet, thence Northwestly on a curve to the right having a radius of 125.00 feet a distance of 54.60 feet, thence N29°58'30"W a distance of 218.40 feet, thence N74°58'30"W a distance of 35.36 feet, thence N29°58'30"W a distance of 60.00 feet, thence N60°01'30"E a distance of 35.00 feet, thence N29°58'30"W a distance of 35.31 feet, thence N0°47'00"W a distance of 259.14 feet, thence S89°58'30"E a distance of 210.00 feet, thence S0°47'00"E a distance of 10.00 feet, thence S89°58'30"E a distance of 560.00 feet, thence N0°47'00"W a distance of 560.00 feet to the Point of Beginning Containing 19.60 Acres.

CURVE NO.	Δ	R	L	T	CHORD
1	30°00'00"	200'	104.72'	53.589'	103.928'
2	60°00'00"	100'	104.72'	57.735'	103.828'



SCALE: 1" = 100'

○ DENOTES IRON PIN
■ DENOTES CONCRETE MONUMENTS



General City of
Norman
2157-532

UNPLATTED

Lot Line Adjustment 4-12-04 3804/1337
Lots 4B, 5B, 6B, 7B & 8B Block 3 R2W
Lots 4C, 5C, 6C & 7C Block 3 13-16
East Lindsey Plaza #3
Short Form Plat By 3890 By 905
9-15-2004 East Lindsey Plaza #3 (13-16)
Lot 10A & 10B B1K 3

* Lot Line Adjustment
Lots 2 thru 5, B1K 4
BK 2003 Pg 36

BT 10

11-82W

16,974

E-7778-1

399

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT

AMERICAN FIRST TITLE & TRUST COMPANY, for and

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
July 22 1977 at 11:43 AM
Book 630 Page 398
HELEN JANSING, Clerk
By: [Signature] Deputy

in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

A part of the NW $\frac{1}{4}$ of Section 4, T8N, R2W of the Indian Meridian and more particularly described as follows:

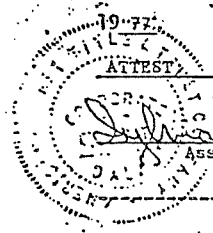
Commencing at the Northwest corner of said NW $\frac{1}{4}$; thence S89°58'30"E along the North line of said NW $\frac{1}{4}$ a distance of 1317.50 feet to the Northeast corner of the NW $\frac{1}{4}$ of said NW $\frac{1}{4}$; thence S00°47'00"E along the East line of said NW $\frac{1}{4}$ a distance of 899.00 feet to the Point of Beginning; thence S00°47'00"E continuing along said East line a distance of 10.00 feet; thence S89°58'42"E a distance of 217.98 feet; thence N00°01'18"E a distance of 10.00 feet; thence N89°58'42"E a distance of 218.12 feet to the Point of Beginning.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating the following public utility(ies) to wit:

All City owned and franchised utilities.

To have and to hold the same unto the said City, its successors and assigns, forever.

SIGNED and delivered this 24th day of June



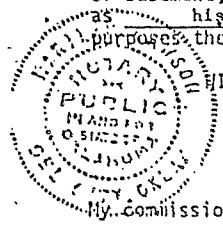
ATTEST: [Signature] Assistant Secretary
BY: B. B. Rice
B. B. Rice, Vice-President

ACKNOWLEDGMENT
OKLAHOMA

STATE OF OKLAHOMA, COUNTY OF CLEVELAND SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of June, 1977, personally appeared B. B. RICE, VICE PRESIDENT

to me known to be the identical person who executed the foregoing grant of easement, 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.



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

Marilyn Dawson
Notary Public

My commission expires February 18, 1981

Approved as to form and legality this 1 day of July, 1977.

16,974
GRANT OF EASEMENT (INDIVIDUAL ACKNOWLEDGMENT)

E-7778-1
PAGE TWO

400

Halliburton
Office of Counsel of the City

Approved and accepted by the Council of the City of Norman, this
13th day of July, 1972.

Wm. S. Morgan
Mayor

ATTEST:

Nancy Hatley
City Clerk

RIGHT OF WAY AGREEMENT

FILED: May 23, 1961 at 9:00 A.M.
RECORDED: Book 355 Misc., Page 411

THE UNDERSIGNED, State Board of Public Affairs, (hereinafter referred to as "GRANTOR", whether one or more) for and in consideration of the sum of \$10.00 & OVC in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products or water, on, over, through, under and across the following described lands located in Cleveland County, State of Oklahoma, to-wit:

A 6-inch gas line across the E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$, lying approximately 20 feet West of the fenceline, less 27 rods encompassing the cemetery in the NE NE NE- of Section 20-9N-2W, containing approximately 293 rods:

And the E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$, lying approximately 5 to 20 feet inside of the fence line, in Section 29-9N-2W, containing approximately 321 rods;

And the W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ of the NW/4, lying approximately 10 feet East of the fenceline, in Section 4-8N-2W, containing approximately 155 rods.

together with the right of ingress and egress to and from the same.

The consideration above recited includes full compensation for any and all damages to the above described lands, any improvements, fences, ponds, timber, crops or vegetation thereon, that may be occasioned by, or incident to, the laying, erection, and construction of the initial pipe line under the terms of this grant.

Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional consideration of 200 cents per lineal rod for each additional pipe line or lines so laid after the initial pipe line, and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipe line or lines. In the event more than one additional pipe lines are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

GRANTOR shall have the right to fully use and enjoy the said premises, except for the purposes and easement herein granted to the GRANTEE. GRANTEE agrees to pay any damages to growing crops of GRANTOR,

RIGHT OF WAY AGREEMENT

Page 2 355/411

resulting from the operation and maintenance of any pipe line or lines after the same have been laid and put in operation.

All pipe lines shall be laid upon a route selected by the GRANTEE, its successors or assigns, and shall, at the request of GRANTOR, be buried below plow depth.

TO HAVE AND TO HOLD said easement, rights and right of way unto SUNRAY MID-CONTINENT OIL COMPANY, its successors or assigns, for a period of twenty (20) years by the GRANTEE for any of the purposes aforesaid.

This agreement shall be deemed a covenant running with the lands described above, and shall enure to the benefit of, and be binding upon, the GRANTOR, their heirs, devisees, representatives and assigns, with the option being reserved by Grantee for renewal of said instrument for a like period of time.

Executed this 25 day of April, 1961.

CARL K. BATES
GEORGE STREETS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 25th day of April, 1961, personally appeared Carl K. Bates and George Streets, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

(SEAL)

My commission expires June 18, 1962.

EVELYN C. MOORE,
Notary Public

Refers to APMA 7 Assoc. etc.
111 N. Peters Sub 101
Norm OK 75069

50
I
COPY

22618

BOOK 1272 PAGE 83

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That SUN EXPLORATION AND PRODUCTION COMPANY, formerly Sunray Mid-Continent Oil Company, for good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, release, relinquish and surrender all of its right, title and interest in and under and by virtue under that certain right of way agreement dated April 25, 1961, between the State Board of Public Affairs and Sunray Mid-Continent Oil Company, recorded in Book 355 of Miscellaneous Records, in the office of the County Clerk of Cleveland County, Oklahoma, at page 411, insofar and only insofar as said agreement affects the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

The W/2 W/2 W/2 W/2 NW/4, Section 4, Township 8 North, Range 2 West, Cleveland County, Oklahoma, less and except the West 65 feet thereof.

This Partial Release is executed upon the express condition that same shall in no way affect the aforesaid right of way agreement as to the excepted portion of the above described property and as to the remainder of the land originally described therein.

CLEVELAND COUNTY ABSTRACT COMPANY
Bonded Abstracters

122 East Eufaula
Norman, Oklahoma

Entry No. 25A

Phones: 321-8680
321-8684

EXECUTED this 6th day of July, 1982.

SUN EXPLORATION AND PRODUCTION
COMPANY



By: S.M. Burns

Agent and Attorney-in-Fact

ATTEST:

Secretary

(Seal)

STATE OF TEXAS)
COUNTY OF DALLAS) SS:

The foregoing instrument was acknowledged before me
this 6th day of July, 1982, by S. M. Burns,
~~Agent and Attorney-in-Fact~~ of SUN EXPLORATION AND PRODUCTION COMPANY, on
behalf of said corporation.

B. Sue Burris
Notary Public

My commission expires 10-7-85.

RW 901169-032

CLEVELAND COUNTY ABSTRACT COMPANY
Bonded Abstracters

122 East Eufaula
Norman, Oklahoma

Entry No. 258

Phones: 321-8680
321-8684

1982 JUL 12 PM 1:16
FILED OR RECORDED
STATE OF OKLAHOMA
CLEVELAND COUNTY
CLERK
BILLY JEAN GATEWOOD
COUNTY CLERK

GROUND FIELD PERMIT

FOR AND IN CONSIDERATION OF the sum of One Hundred Fifty dollars, cash in hand paid, receipt whereof is hereby acknowledged, Grantor, State Board of Public Affairs, State of Oklahoma, does hereby grant unto Sunray Oil Company, Grantee, its successors and assigns, the right to lay, maintain, inspect and remove a ground field to be used in conjunction with the cathodic protection of the Grantee's pipeline now located on the hereinafter described land, together with the right of ingress and egress to and from the same, said ground field to be located on the following described lands situated in the County of Cleveland, State of Oklahoma, to wit: S/2 of NE/4 of NE/4 Section 20, S/2 of NE/4 of SE/4 Section 29, all of T2N-R2E, and the S/2 of NW/4 of NW/4 Section 4 T2N-R2E.

It is agreed that the ground field to be laid under this grant shall be constructed and maintained below cultivation depth, with the exception of electric poles placed in Grantors fence line, so that the Grantor may fully use and enjoy the premises, subject to the rights of the Grantee to maintain said ground field.

The Grantee agrees to pay for any damage to crops, fences, or other improvements on said premises that may arise from the construction, maintenance, inspection or removal of said ground field.

This agreement shall be binding and inure to the benefits of the heirs, devisees, administrators, executors, successors or assigns of the parties hereto.

Signed and delivered on this 27th day of February, 1967.

ACKNOWLEDGMENT

STATE OF Oklahoma }
COUNTY OF Oklahoma } SS.

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
Mar 23 1967 10:00 AM
Book 466 Page 145
HELEN JANSING, Clerk

Before me, a Notary Public in and for said county and state, on this 27th day of February, 1967, personally appeared Edna L. Reed and R. W. Johnson husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires:

June 18, 1970

Evelyn C. Moore
Notary Public

2/w 1480

Book 13

4

3517

GROUND FIELD PERMIT

FOR AND IN CONSIDERATION OF the sum of One Hundred Fifty (\$150.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, Grantor, State Board of Public Affairs, State of Oklahoma, does hereby grant unto Sunray Oil Company, Grantee, its successors and assigns, the right to lay, maintain, inspect and remove a ground field to be used in conjunction with the cathodic protection of the Grantee's pipeline now located on the hereinafter described land, together with the right of ingress and egress to and from the same, said ground field to be located on the following described lands situated in the County of Cleveland, State of Oklahoma, to wit:

S/2 of NE/4 of NE/4 Section 20, S/2 of NE/4 of SE/4 Section 29, all of T9N, R2W, and the S/2 of NW/4 of NW/4 Section 4, T8N, R2W.

It is agreed that the ground field to be laid under this grant shall be constructed and maintained below cultivation depth, with the exception of electric poles placed in Grantor's fence line, so that the Grantor may fully use and enjoy the premises, subject to the rights of the Grantee to maintain said ground field.

The Grantee agrees to pay for any damage to crops, fences, or other improvements on said premises that may arise from the construction, maintenance, inspection or removal of said ground field.

This agreement shall be binding and inure to the benefits of the heirs, devisees, administrators, executors, successors or assigns of the parties hereto.

Signed and delivered on this 3rd day of April, 1967.

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
APR 14 1967 10:00 AM
Book 457 Page 4
HELEN JANSING, Clerk
By Edith Hill Deputy

STATE BOARD OF PUBLIC AFFAIRS,
STATE OF OKLAHOMA
By John H. Hays
Board Member
By J. D. Johnson
Board Member

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said county and state, on this 3rd day of April, 1967, personally appeared John Hays and J. D. Johnson members of the State Board of Public Affairs, State of Oklahoma, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Evelyn C Moore
Notary Public

My Commission Expires:

June 18, 1972

R/W 1480

BEK
12/2/13

Filed: 04-18-2000 10:01:24 AM Doc Number: R 2000 13472

Book: RB 3155 Page:1307

ASSIGNMENT AND BILL OF SALE

Doc#: R 2000 13472
Bk&Pg: RB 3155 1307-1443A
Filed: 04-18-2000 BP
10:01:24 AM ABS
Cleveland County, OK

STATE OF OKLAHOMA

§

COUNTY OF CLEVELAND

§

§

1385 I

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made among Conoco Inc., a Delaware corporation whose address is 600 North Dairy Ashford, Houston, Texas, 77079 ("Conoco"), Mitchell Gas Services L.P., a Delaware limited partnership whose address is 2002 Timberloch Place, The Woodlands, Texas 77387-4000 ("Mitchell"), C&L Processors Partnership, a Texas general partnership whose address is 600 North Dairy Ashford, Houston, Texas, 77079 ("C&L" and together with Conoco and Mitchell, the "Assignors"), Premier Oklahoma Processors I LLC, a Delaware limited liability company whose address is 600 North Dairy Ashford, Houston, Texas, 77079 ("Conoco LLC"), and Mit Okla, LLC, a Delaware limited liability company whose address is 2002 Timberloch Place, The Woodlands, Texas 77387-4000 ("Mitchell LLC" and together with Conoco LLC, the "Assignees").

ARTICLE I

GRANTING AND HABENDUM CLAUSES

1.1 **C&L Grants.** For good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, C&L does hereby grant, transfer, convey, assign and deliver unto each of Conoco LLC and Mitchell LLC, subject to the matters set forth herein an undivided one-half of all of C&L's right, title, and interest in and to all of the leases, permits, licenses and easements (including rights-of-way or similar property interests) described on Exhibits A-2, A-3, A-5, A-6 and A-10 hereto (collectively, the "Easements"). C&L's right, title and interest in such assigned properties and assets, the "C&L Assets".

TO HAVE AND TO HOLD an undivided one-half interest in and to the C&L Assets unto each of Conoco LLC and Mitchell LLC and their respective successors and assigns, forever, subject to the matters set forth herein.

1.2 **Conoco Grants.** For good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Conoco does hereby grant, transfer, convey, assign and deliver unto Conoco LLC, subject to the matters set forth herein, all of Conoco's right, title, and interest in and to the Easements (Conoco's right, title and interest in such Easements, the "Conoco Assets").

TO HAVE AND TO HOLD the Conoco Assets unto Conoco LLC and its successors and assigns, forever, subject to the matters set forth herein.

1.3 Mitchell Grants. For good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Mitchell does hereby grant, transfer, convey, assign and deliver unto Mitchell LLC, subject to the matters set forth herein, all of Mitchell's right, title, and interest in and to the Easements (Mitchell's right, title and interest in such Easements, the "Mitchell Assets").

TO HAVE AND TO HOLD the Mitchell Assets unto Mitchell LLC and its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II

DISCLAIMERS

2.1 Disclaimers. Each Assignor hereby assigns its interests in the Easements to the applicable Assignee(s) without recourse, covenant or warranty of title of any kind, express, implied or statutory, even to the return of the purchase price. Any covenants or warranties implied by statute or law by the use herein of the words "grant", "convey" or other similar words are hereby expressly restrained, disclaimed, waived and negated.

ARTICLE III

MISCELLANEOUS

3.1 Assumption. Each Assignee expressly assumes, and covenants to timely and fully perform, one-half of all obligations and liabilities that are attributable to the ownership and/or operation of the C&L Assets from and after the date of this Assignment. Conoco LLC expressly assumes, and covenants to timely and fully perform, all obligations and liabilities that are attributable to the ownership and/or operation of the Conoco Assets from and after the date of this Assignment. Mitchell LLC expressly assumes, and covenants to timely and fully perform, all obligations and liabilities that are attributable to the ownership and/or operation of the Mitchell Assets from and after the date of this Assignment.

3.2 Successors and Assigns. This Assignment shall bind and inure to the benefit of each Assignor and each Assignee and each of their respective successors and assigns.

3.3 Conoco Pipe Line Property Covenants. For a period of 20 years from the date of this Assignment, Conoco LLC (or its successors and assigns) will not, and will not permit any person or entity other than Conoco and its Affiliates to, use the pipelines or easements, rights-of-way and similar interests constituting any portion of the Conoco Pipe Line Property (defined below) for the purpose of gathering, transporting or other handling of crude oil, other than for gathering, transporting and otherwise handling natural gas liquids. To the extent it would not constitute a violation or breach, or result in the termination, of any applicable easement, right-of-way, permit or similar interest constituting any portion of the Conoco Pipe Line Property, upon request of Conoco within 20 years after the date of this Assignment, Conoco LLC (or its successors and assigns) will assign (without any warranty of title) to Conoco and/or its Affiliates (but not their respective

successors or assigns) the right to use such easement, right-of-way, permit or similar interest for the purpose of gathering, transporting or other handling of crude oil (other than natural gas liquids) and no other purpose. For the purposes of this Assignment, "Conoco Pipe Line Property" means all of the fee property, leases, permits, licenses and easements (including rights-of-way or similar property interests) described on Exhibits A-9 through A-11 hereto.

3.4 Definitions. This Assignment is subject to the Purchase and Sale Agreement dated March 10, 2000, as amended, between Duke Energy Field Services, Inc. ("Duke") and Conoco, and the Exchange Agreement dated March 10, 2000, as amended, between Duke and Mitchell. The term "Assets" as used herein shall mean collectively the C&L Assets, the Conoco Assets and the Mitchell Assets. Capitalized terms not otherwise defined herein shall (a) have the meanings ascribed to such terms in the Purchase and Sale Agreement between Duke and Conoco, with respect to assignments to Conoco LLC and (b) have the meanings ascribed to such terms in the Exchange Agreement between Duke and Mitchell with respect to assignments to Mitchell LLC.

3.5 Independent and Separate Obligations. The obligations of each Assignor and of each Assignee under this Assignment are independent and separate from the obligations of each other Assignor or Assignee, as appropriate, with respect to the obligations that such other Assignor or Assignee has assumed hereunder, and each will be enforced as if each Assignor had executed separate agreements with each applicable Assignee.

[The remainder of this page is intentionally left blank.]

Executed by each of the parties as of the date of its acknowledgment below.

ASSIGNORS:

C&L PROCESSORS PARTNERSHIP

By its sole general partners:

CONOCO INC., in its capacity as general partner

By: Michael T. Swenson
Michael T. Swenson, Attorney-in-Fact MS

MITCHELL GAS SERVICES L.P., in its capacity as
general partner

By: J.W. Varner
J.W. Varner, Senior Vice President JW

CONOCO INC.

By: Michael T. Swenson
Michael T. Swenson, Attorney-in-Fact MS

MITCHELL GAS SERVICES L.P.

By: J.W. Varner
J.W. Varner, Senior Vice President JW

ASSIGNEES:

PREMIER OKLAHOMA PROCESSORS I LLC,
by its sole member, Conoco Inc.

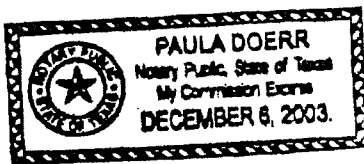
By: Michael T. Swenson
Michael T. Swenson, Attorney-in-Fact MS

MIT OKLA, LLC,
by its sole member, Mitchell Gas Services L.P.

By: J.W. Varner
J.W. Varner, Senior Vice President JW

STATE OF TEXAS §
COUNTY OF HARRIS §

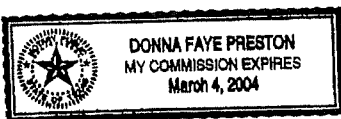
This instrument was acknowledged before me on this the 31st day of March, 2000, by Michael T. Swenson, Attorney-in-Fact of Conoco Inc., a Delaware corporation, on behalf of said corporation in its capacity as general partner of C&L Processors Partnership, a Texas general partnership, and individually.



Paula Doerr
Notary Public in and for
the State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

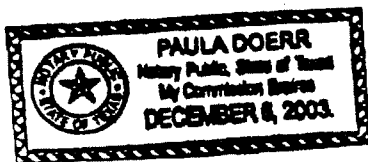
This instrument was acknowledged before me on this the 31st day of March, 2000, by J.W. Varner, Senior Vice President of Mitchell Gas Services L.P., a Delaware limited partnership, on behalf of said limited partnership in its capacity as general partner of C&L Processors Partnership, a Texas general partnership, and individually.



Donna Faye Preston
Notary Public in and for
the State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

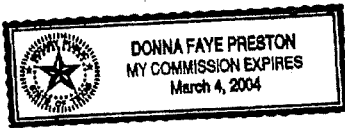
This instrument was acknowledged before me on this the 31st day of March, 2000, by Michael T. Swenson, Attorney-in-Fact of Conoco Inc., a Delaware corporation on behalf of such corporation in its capacity as sole member of Premier Oklahoma Processors I LLC, a Delaware limited liability company.



Paula Doerr
Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 31st day of March, 2000, by J.W. Varner, Senior Vice President of Mitchell Gas Services L.P., a Delaware limited partnership on behalf of said limited partnership in its capacity as sole member of Mit Okla, LLC, a Delaware limited liability company.



Donna Faye Preston
Notary Public in and for
the State of Texas

RPT NO: B0246-01
JOB NO: EXHIBITEXHIBIT A-5
NGP 004
GOLDSBY
PERMITS
CLEVELAND COUNTY, OKLAHOMA

000001

RUN DATE: 03/28/2000
RUN TIME: 13.24.55

DOC NO	CONTRACT DT	SERIAL NUMBER	GRANTOR	GRANTEE	VOLUME	PAGE	RECORDING INFORMATION
							ENTRY
007007	01/23/1967	NONE	BOARD OF COUNTY COMMISSIONERS	SUNRAY DX OIL COMPANY			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA PERMIT FOR PIPE LINE TO CROSS HWY BEG AT NE/4 OF N/2N2 SEC 5 & CROSSING BETWEEN SEC 4 & 5-0N-1E.				
007025	02/23/1967		WILLIAM A. CARROLL, ETUX	SUNRAY DX OIL CO.	466	142	2804
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA GROUND FIELD PERMIT COVERING S/2SW/4 SEC 11-9N-3W.				
007029	03/01/1967		L. D. MCDANIEL, ETUX	SUNRAY DX OIL COMPANY	466	143	2805
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA GROUND FIELD PERMIT FOR W/2NW SEC 5-0N-2W.				
007034	04/03/1967	NONE	STATE BOARD OF PUBLIC AFFAIRS	SUNRAY DX OIL COMPANY	467	4	3517
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA S/2NE/4 SEC 20; S/2NE/4 SEC 29-9N-2W; S/2NNW SEC 4-0N-2W.				
007039	02/27/1967	NONE	STATE BOARD OF PUBLIC AFFAIRS	SUNRAY DX OIL COMPANY	466	145	2807
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA S/2NE/4 SEC 20, S/2NE/4 SEC 29-9N-2W; S/2NNW SEC 4-0N-2W.				
007071	07/18/1966		CITY OF MOORE, OKLAHOMA	HID-CONTINENT PIPE LINE COMPANY			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA PERMIT FOR PIPE LINE IN NW SEC 34-10N-3W.				
008016	09/22/1976	14-434	DEPARTMENT OF HIGHWAYS	PHILLIPS PETROLEUM COMPANY			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA 4" STEEL PETROLEUM PRODUCTS TO CROSS U.S. 77 & FURTHER DESC AS 67.5 FT W & S OF NE/4 SE SEC 6-10N-2W.				
008102	01/08/1982	164979	ATCHISON, TOPEKA AND SANTA FE RY CO	SUN EXPLORATION & PRODUCTION CO.			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA ONE 6" NATURAL GAS PIPE LINE CROSSING RR R-O-W AT MP 396+0950, STA 20918+50, NEAR STA OF MOORE IN SE				

* RECEIPT FOR ADDITIONAL RIGHT OF WAY RECORDING

NOTE: Together with other
property not herein abstracted.

RPT NO: B0246-01
JOB NO: EXHIBIT

EXHIBIT A-5
MGP 004
GOLDEN
PERMITS
CLEVELAND COUNTY, OKLAHOMA

000008

RUN DATE: 03/28/2000
RUN TIME: 13.24.53

DOC NO	CONTRACT DI	SERIAL NUMBER	GRANTOR	GRANTEE	VOLUME	PAGE	RECORDING INFORMATION
045244	07/05/1995	F 2187	CITY OF OKLAHOMA CITY	CAL PROCESSORS PARTNERSHIP			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA 8" GAS GATHERING PIPELINE IN NW SEC 8-10N-3W.				
045604	02/03/1965	118942	ATCHISON, TOPEKA AND SANTA FE RY CO SUNDAY DX OIL COMPANY				NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA ONE 4 1/2" GAS P/L CROSSING RAILROAD'S R-O-W FROM NP 406+2509 TO NP 407+5279.8, NEAR NOBLE, OK. (ATISF# 118942)				
047249	02/27/1990	E-7073	CITY OF OKLAHOMA CITY	SUN OPERATING LIMITED PARTNERSHIP			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA AN UNDERGROUND PIPELINE LOCATED IN SW SEC 30-10N-3W, N OF SH 164TH AND E OF MAY AVE.				
047273	11/21/1969	14-869	DEPARTMENT OF TRANSPORTATION	ORXY ENERGY COMPANY			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA A 3 1/2" POLYETHYLENE NATURAL GAS PIPELINE TO CROSS S.H. 77 APPROX 1 MILE N OF THE INTERSECTION OF S.H. 9 & 77 & FURTHER DESC AS 33 FT N OF SW/C OF SEC 4-8N-2W.				
047274	08/23/1969	14-863	DEPARTMENT OF TRANSPORTATION	ORXY ENERGY COMPANY			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA A 4 1/2" POLYETHYLENE GAS PIPELINE TO CROSS S.H. 77-N APPROX 5.75 MILES N OF US 77 & SH 77H JCT IN NORMAN & FURTHER DESC AS 102 FT N OF THE SE/C (FRANKLIN RD.) IN SEC 5-9N-2W.				
051970	01/30/1990	22-90	CITY OF NORMAN	ORXY ENERGY COMPANY			NOT REC
LEGAL DESCRIPTION:			CLEVELAND COUNTY, OKLAHOMA OFFSITE CONSTRUCTION PERMIT FOR PIPELINE CROSSING 12TH AVE SE (SH #77) IN SEC 4; SEC 5-8N-2W.				

* RECEIPT FOR ADDITIONAL RIGHT OF WAY RECORDING

NOTE: Together with other
property not herein abstracted.

BU 44

10212

Cleveland Co., Okla. m/22.00
BOOK 1920 PAGE 342

ASSIGNMENT

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED FOR RECORD
1986 MAR 24 PM 2:08
BILLY HAN GATENDON
COUNTY CLERK

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) KNOW ALL MEN BY THESE PRESENTS:

7 THAT, MOBIL PIPE LINE COMPANY, (formerly named Magnolia Pipe Line Company), a Delaware corporation, whose mailing address is P. O. Box 900, Dallas, Texas 75221, hereinafter referred to as "Assignor", for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by KOCH GATHERING SYSTEMS, INC., a Kansas Corporation, whose mailing address is P. O. Box 2256, Wichita, Kansas 67201, hereinafter referred to as "Assignee", the receipt and sufficiency of which is hereby acknowledged, and subject to that certain Agreement of Sale and Purchase dated December 23, 1985, between Assignor and Assignee, has GRANTED, SOLD, CONVEYED, TRANSFERRED and ASSIGNED, and by these presents does GRANT, SELL, CONVEY, TRANSFER and ASSIGN unto Assignee all of Assignor's right, title and interest in and to the right-of-way agreements, easements, grants, leases, licenses, franchises or permits which are more fully described and set forth in Exhibit "A" attached hereto and made a part hereof, all of which affect lands situated in Cleveland County, Oklahoma and which relate to the Lone Grove to Oklahoma City Four-Inch Main Line, together with all prescriptive rights, if any, owned by Assignor in the lands in Cleveland County, Oklahoma, traversed by said pipeline insofar as such prescriptive rights apply to said pipeline.

TO HAVE AND TO HOLD the above described premises unto Assignee, its successors and assigns forever.

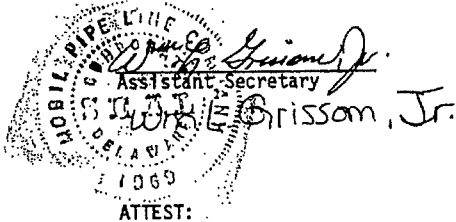
Assignor makes no warranty of title, express or implied, with respect to the above described premises except as expressly provided in the above described Agreement of Sale and Purchase.

By the acceptance of this Assignment, Assignee does hereby assume and agree to perform the obligations of Assignor under and pursuant to the right-of-way Agreements, easements, grants, leases, licenses, franchises or premits assigned herein, from and after 7:00 a.m. on the date hereof and the

obligations thereunder shall be binding upon Assignee, its successors and assigns.

EXECUTED this the 3rd day of January, 1986.

ATTEST:



ATTEST:

H. Allan Caldwell
Assistant Secretary
H. Allan Caldwell

MOBIL PIPE LINE COMPANY

By: D. L. Dennard Pr
D. L. Dennard

Title: Vice President

KOCH GATHERING SYSTEMS, INC.

By: W. C. Stanford
W. C. Stanford
e: Vice President

Corporate Seal Not Shown

(ACKNOWLEDGMENTS ATTACHED)

CORPORATE ACKNOWLEDGMENTS

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared D. L. Dennard, Vice President of MOBIL PIPE LINE COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 30th day of January, 1986.

My Commission Expires:

My commission expires
October 31, 1988

Doris Hickey
Notary Public in and for
Dallas County, Texas

DORIS HICKEY, Notary Public
for the State of Texas

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared W.C. Stanford, Vice President of KOCH GATHERING SYSTEMS, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 30th day of January, 1986.

My Commission Expires:

My commission expires
October 31, 1988

Doris Hickey
Notary Public in and for
Dallas County, Texas
DORIS HICKEY, Notary Public
for the State of Texas

0497G/dcf

- FWO-392 P/L 4419 Atchison, Topeka and Santa Fe Railway Co. to Magnolia Petroleum Company dated September 3, 1940, granting a railroad crossing at Norman, Cleveland County, Oklahoma.
- FWO-393 Road crossing State Highway 77, Cleveland County, Oklahoma.
- FWO-394 Sylvester Tullius and Georgia E. Tullius to Magnolia Petroleum Company dated July 30, 1940, granting right-of-way across E/2 NW/4 Section 9, Township 8N, Range 2W, recorded in Book 94, Page 66, Deed Records, Cleveland County, Oklahoma.
- FWO-394 International Business Machines to Mobil Pipe Line Company dated November 12, 1969, amending a right-of-way across a 3.55 acre tract out of the E/2 NW/4 Section 9, Township 8N, Range 2W, recorded in Book 500, Page 134, Deed Records, Cleveland County, Oklahoma.
- FWO-395 Thomas A. Foster and Nota Guin Foster to Magnolia Petroleum Company dated July 15, 1940, granting a right-of-way across SW/4 less 4 acres out of SW/4 lying west of U.S. 77, Section 4, Township 8N, Range 2W, recorded in Book 94, Page 65, Deed Records, Cleveland County, Oklahoma.
- FWO-395 FWO-396 Security National Bank and Trust Company of Norman, Oklahoma, Trustee, to Mobil Pipe Line Company dated March 28, 1983, granting a right-of-way across three tracts out of the NW/4 and the SW/4 of Section 4, Township 8N, Range 2W, recorded in Book 1410, Pages 170-176, Deed Records, Cleveland County, Oklahoma.
- FWO-396 American First Title and Trust Company to Mobil Pipe Line Company dated October 13, 1972, amending a right-of-way across 116.3 acre tract out of the NW/4 of Section 4, Township 8N, Range 2W, recorded in Book 545, Page 32, Deed Records, Cleveland County, Oklahoma.
- FWO-396 State Board of Public Affairs of the State of Oklahoma to Magnolia Petroleum company dated July 25, 1940 granting a right-of-way across NW 1/4 Section 4 Township 8N Range 2W, Cleveland County, Oklahoma not recorded.
- FWO-397 Gretchen Brauer to Mobil Pipe Line Company dated July 29, 1940, granting a right-of-way across SW/4 Section 33, Township 9N, Range 2W, recorded in Book 94, Page 117, Deed Records, Cleveland County, Oklahoma.
- FWO-397 Colonial Estates to Magnolia Petroleum Company dated February 23, 1972, amending a right-of-way across a 40.85 acre tract out of the S/2 of Section 33, Township 9N, Range 2W, recorded in Book 532, Page 15, Deed Records, Cleveland County, Oklahoma.
- FWO-398 John M. Fischer and Celia Fischer to Magnolia Petroleum Company dated July 24, 1940, granting a right-of-way across S/2 NW/4 Section 33, Township 9N, Range 2W, recorded in Book 94, Page 82, Deed Records, Cleveland County, Oklahoma.
- FWO-398 Southwest Title and Trust, Inc. to Mobil Pipe Line Company dated February 21, 1969, amending a right-of-way across S/2 NW/4 Section 33, Township 9N, Range 2W, recorded in Book 523, Page 276, Deed Records, Cleveland County, Oklahoma.
- FWO-398 Village Estates, Inc. to Mobil Pipe Line Company dated May 7, 1969, amending a right-of-way across a portion of the S/2 NW/4 Section 33, Township 9 North, Range 2W, recorded in Book 494, Page 43, Deed Records, Cleveland County, Oklahoma.
- FWO-399 Omer E. Roberts to Magnolia Petroleum Company dated July 25, 1940, granting a right-of-way across N/2 NW/4 Section 33, Township 9N, Range 2W, recorded in Book 94, Page 118, Deed Records, Cleveland County, Oklahoma.

Box #15

Return to: English, Patten & Rife, 210 E. Main, Suite 200, Norman, OK 73069

47323

n/c.

EX-1897 REC 303

The attached is a true and correct copy of Rules and Regulations for the Central Oklahoma Master Conservancy District adopted by the Board of Directors of said district on March 3, 1982 pursuant to and in accordance with the provisions of the Administrative Procedures Act, Title 78 Oklahoma Statutes, Sections 301 et seq., as amended June 8, 1985.

Richard Strouhal
RICHARD SIROUAL, President

ATTEST:

George Cheek, Jr.
GEORGE CHEEK, JR., Secretary

STATE OF OKLAHOMA
COUNTY CLERK
FILED IN REGISTRY
1985 DEC -6 PM 4:15
BILLY GARY CANTRELL
COUNTY CLERK

**RULES AND REGULATIONS FOR THE
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
ADOPTED MARCH 3, 1982**

Pursuant to powers vested in the boards of directors of master conservancy districts by Title 82 Oklahoma Statutes, Sections 541, 541.1, 542, 545 and 571 and the order of incorporation of the Central Oklahoma Master Conservancy District entered by the District Court of Cleveland County on September 10, 1959, the following rules and regulations for the area within the facing side of the ridge line in the sections described on the attached Appendix I are hereby adopted.

1. There shall be no discharge of waste into the Little River or its watershed. Waste includes any substance, treated or untreated, which would adversely affect the quality of water or its fitness as a drinking water supply, and any substance containing any discharge from the bodies of human beings or animals or any contaminating chemicals.

2. All waste treatment systems in the Little River watershed shall be constructed and operated in accordance with applicable state laws and rules and regulations promulgated by the appropriate state agencies, including the Oklahoma Corporation Commission, the Oklahoma Water Resources Board, the Oklahoma State Department of Health, Oklahoma Agriculture Department and Oklahoma Wildlife Department.

3. All buildings or structures which utilize or are required by state law or agency rule to utilize waste disposal systems shall be located on a site which contains at

least one acre.

4. Persons discharging waste into the Little River watershed pursuant to and in accordance with permits issued by a state agency prior to the adoption of these rules may continue to operate under the terms of said permits but they shall not be allowed to expand or increase their discharges after the adoption of these rules.

5. No person shall alter land for the purpose of development or changing land use, including preparation for building or erection of a structure and construction of temporary or permanent roadways, in a manner which allows a loss of soil greater than the number of tons per acre recommended by Cleveland County Conservation District's Soil Survey Interpretations and all amendments thereto. All soil erosion control techniques and devices shall conform to the specifications of the Cleveland County Conservation District's Best Management Practices and all amendments thereto. Plans for all such control techniques and devices shall be approved in writing by the Cleveland County Conservation District.

6. All exploration and production of minerals shall comply with Corporation Commission rules concerning drilling and disposal of waste, including Corporation Commission Order No. 90123.

7. All users of temporary camps and temporary recreational areas shall provide pit privies or chemical toilets which comply with State Health Department regulations. Temporary camps and recreational areas means any area to be used by less than twenty (20) persons for less than ten (10) days.

8. All rules and written statements of policy, final orders, decisions and opinions of the COMCD shall be available for public inspection at the main office of the COMCD, Route 4, Box 275, Norman, Oklahoma, 73071.

9. These rules and regulations shall be enforced through the district courts of the State of Oklahoma.

1897 ^{mc} 306
Amended June 5, 1985

Appendix I

all or part of the following sections drain into the Lake Thunderbird Basin:

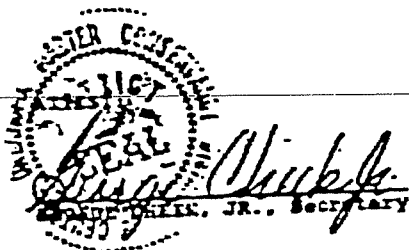
<u>Section</u>	<u>Township</u>	<u>Range</u>
3 and 7	8 N	1 E
1 through 30	8 N	1 W
1, 2, 3, 4, 9, 10, 11, 12,	8 N	2 W
13, 14, 15, 16, 23, 24, 25, and 26	8 N	2 W
3, 4, 5, 6, 7, 8, 9, 10, 16, 17,	9 N	1 E
18, 19, 20, 21, 29, 30, 31, and 32	9 N	1 E
1 through 36	9 N	1 W
1, 2, 3, 4, 5, 6, 7, 8, 9,	9 N	2 W
10, 11, 12, 13, 14, 15, 16, 17,	9 N	2 W
18, 19, 20, 21, 22, 23, 24, 25,	9 N	2 W
26, 27, 28, 29, 33, 34, 35, and 36	9 N	2 W
1, 2, 3, 4, 10, 11, 12, 13, 14,	9 N	3 W
15 and 24	9 N	3 W
5, 6, 7, 8, 9, 15, 16, 17, 18,	10 N	1 E
19, 20, 21, 22, 27, 28, 29, 30,	10 N	1 E
31, 32, 33, and 34.	10 N	1 E
1 through 36	10 N	1 W
1 through 36	10 N	2 W ✓
1, 2, 3, 4, 10, 11, 12, 13, 14,	10 N	3 W
15, 21, 22, 23, 24, 25, 26, 27,	10 N	3 W
28, 33, 34, 35, and 36.	10 N	3 W
18, 19, 30, 31, and 32	11 N	1 E
7, 8, 9, 10, 11, 13, 14, 15, 16,	11 N	1 W
17, 18, 19, 20, 21, 22, 23, 24,	11 N	1 W
25, 26, 27, 28, 29, 30, 31, 32,	11 N	1 W
33, 34, 35, and 36	11 N	1 W
23, 24, 25, 26, 27, 31, 32, 33,	11 N	2 W
34, 35, and 36.	11 N	2 W
34, 35, 36	11 N	3 W

48158

NOV 18 99 MW 29 MIC

The attached is a true and correct copy of Rules and Regulations for the Central Oklahoma Master Conservancy District, adopted by the Board of Directors of said district on March 3, 1982 pursuant to and in accordance with the provisions of the Administrative Procedures Act, Title 75 Oklahoma Statutes, Sections 301 et seq., as amended June 3, 1985.

Richard Strouhal
RICHARD STROUHALL, President

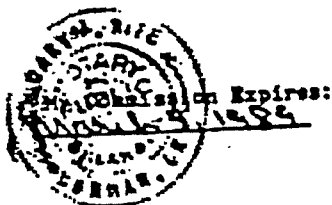


NOT RECORDED
FILED IN RECORDS
NOV 22 1985
FBI REC'D
FBI REC'D
FBI REC'D

STATE OF OKLAHOMA }
COUNTY OF CLEVELAND } 25

On this 4th day of December, 1985, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Richard Strouhal to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as president of the Central Oklahoma Master Conservancy District 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 said corporation, for the uses and purposes therein set forth.

Subscribed and sworn to before me and given under my hand and seal the day and year last above written.



George W. Allen, Jr.
NOTARY PUBLIC

NOT RECORDED
FILED IN RECORDS
NOV 22 1985
FBI REC'D
FBI REC'D
FBI REC'D

**RULES AND REGULATIONS FOR THE
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
ADOPTED MARCH 3, 1982**

Pursuant to powers vested in the boards of directors of master conservancy districts by Title 82 Oklahoma Statutes, Sections 341, 341.1, 342, 343 and 371 and the order of incorporation of the Central Oklahoma Master Conservancy District entered by the District Court of Cleveland County on September 18, 1959, the following rules and regulations for the area within the facing side of the ridge line in the sections described on the attached Appendix I are hereby adopted.

1. There shall be no discharge of waste into the Little River or its watershed. Waste includes any substance, treated or untreated, which would adversely affect the quality of water or its fitness as a drinking water supply, and any substance containing any discharge from the bodies of human beings or animals or any contaminating chemicals.

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Appendix I

All or part of the following sections drain into the Lake Thunderbird Basin:

<u>Section</u>	<u>Township</u>	<u>Range</u>
and 7	8 N	1 E
through 30	8 N	1 W
2, 3, 4, 9, 10, 11, 12,	8 N	2 W
3, 14, 15, 16, 23, 24, 25, and 26	8 N	2 W
4, 5, 6, 7, 8, 9, 10, 16, 17,	9 N	1 E
8, 19, 20, 21, 29, 30, 31, and 32	9 N	1 E
through 36	9 N	1 W
2, 3, 4, 5, 6, 7, 8, 9,	9 N	2 W
10, 11, 12, 13, 14, 15, 16, 17,	9 N	2 W
18, 19, 20, 21, 22, 23, 24, 25,	9 N	2 W
26, 27, 28, 29, 33, 34, 35, and 36	9 N	2 W
2, 3, 4, 10, 11, 12, 13, 14,	9 N	3 W
5 and 24	9 N	3 W
6, 7, 8, 9, 15, 16, 17, 18,	10 N	1 E
19, 20, 21, 22, 27, 28, 29, 30,	10 N	1 E
31, 32, 33, and 34.	10 N	1 E
through 36	10 N	1 W
through 36	10 N	2 W
2, 3, 4, 10, 11, 12, 13, 14,	10 N	3 W
15, 21, 22, 23, 24, 25, 26, 27,	10 N	3 W
28, 33, 34, 35, and 36.	10 N	3 W
18, 19, 30, 31, and 32	11 N	1 E
7, 8, 9, 10, 11, 13, 14, 15, 16,	11 N	1 W
17, 18, 19, 20, 21, 22, 23, 24,	11 N	1 W
25, 26, 27, 28, 29, 30, 31, 32,	11 N	1 W
33, 34, 35, and 36	11 N	1 W
23, 24, 25, 26, 27, 31, 32, 33,	11 N	2 W
34, 35, and 36.	11 N	2 W
34, 35, 36	11 N	3 W