Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

(File Number: 20230096)

Note: The title tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract numberings are crossed-referenced in the tables below.

| Auction Tract Numbers: | Title Tract Numbers: |
|---------------------------|-------------------------|
| 1 | 2 & pt. 4 |
| 2 - 6 | Pt. 4 |
| 7 - 8 | 1 |
| 9 - 12 | 3 |
| 13 - 15 | 5 |

| Title Tract Numbers: | Auction Tract Numbers: |
|-------------------------|---------------------------|
| 1 | 7 & 8 |
| 2 | Pt. 1 (5± ac.) |
| 3 | 9 - 12 |
| 4 | 1 - 6 (ex. 5± ac.) |
| 5 | 13 - 15 |

For April 13, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

LRB Oklahoma, LLC



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: American Abstract Company of McClain County, Inc.

Issuing Office: 138 W. Main St, Purcell, OK 73080

Issuing Office 's ALTA® Registry ID: 0002360

Loan ID No.:

Commitment No.: 20230096-1 Issuing Office File No.: 20230096

Property Address:

SCHEDULE A

1. Commitment Date: January 30, 2023 at 07:59 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/2021)

Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement

Proposed Amount of Insurance: \$0.00

The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:

Tracts 1 & 3

LRB Oklahoma, LLC, by virtue of a Quit Claim Deed recorded December 26, 2006 in Book 3915, page 591.

Tracts 2 & 5

LRB Oklahoma, LLC, by virtue of a Quit Claim Deed recorded December 26, 2006 in Book 3915, page 590.

Tract 4

LRB Oklahoma, LLC, by virtue of a Quit Claim Deed recorded June 14, 2022 in Book 6040, page 520.

5. The Land is described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE A

(Continued)

Tract 1

The East Half of the East Half (E½ E½) of Section Twenty-three 923) in Township Three (3) North, of Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma.

Tract 2

The West Half of Northwest Quarter of Southeast Quarter of the Northwest Quarter (W½ NE¼ SE¼ NW¼) of Section Nineteen (19), Township Three (3) North, Range Six (6) West of the Indian Meridian, Grady County, Oklahoma.

Tract 3

The SE¼ of Section 2, Township 4 North, Range 8 West of the Indian Meridian, Grady County, Oklahoma, less a tract of land described as follows: Beginning at a point 1121.6 feet North of the Southeast cornerof the SE¼ of Section 2; thence West 417.4 feet; thence North 626.1 feet; thence East 417.4 feet; thence South 626.1 feet to the point of beginning.

Tract 4

The NE¼ of NW¼ & Lots 1,2,3, & 4 & NW¼ SE¼ NW¼ & E½ NE¼ SE¼ NW¼ & S½ SE¼ NW¼ & E½ SW¼ & W½ SW¼ SE¼ OF Section 19, Township 3 North, Range 6 West of the Indian Meridian, Grady County, Oklahoma.

Tract 5

Lots Three (3), Four (4) and Eight (8) and the Southwest Quarter of Southeast Quarter (SW¼ SE¼) and the South Half of Northwest Quarter of Southeast Quarter (S½ NW¼ SE¼) of Section Twenty-five (25) in Township Five (5) North, Range Eight (8) West of the Indian Meridian, Grady County, Oklahoma.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Fidelity National Title Insurance Company

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

Michael J. Nolan President

ST: Mayoru Kemoyua

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - Joint Tenancy Deed from LRB Oklahoma, LLC to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obliga, securing the principal amount of \$0.00.
- 5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (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.

- 6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
- 7. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
- 8. Obtain a Final Report for issuance of title policy.

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SCHEDULE B, PART I

(Continued)

- 9. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
- 10. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
- 11. With respect to LRB Oklahoma, LLC, furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.
- 12. (Tract 2) There is a patent to the Patentee and then a strat deed with a correction it to the adjacent tract and then a deed to the predecessor in title owner shown above. There is no good root of title. Submit for examination the valid recorded instrument or Order that establishes to above recited owner to be the owner by prescription.
- 13. (Tract 3) File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):
 - Quit Claim Deed recorded October 27, 1994 in Book 2743, page 114.
- 14. (Tract 5) File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Quit Claim Deed recorded May 30, 2000 in Book 3201, page 256; Quit Claim Deed recorded December 26, 2006 in Book 3915, page 590; Quit Claim Deed recorded November 19, 2018 in Book 5512, page 108.

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AMERICAN LAND TITLE ASSOCIATION



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Taxes for the year 2023 and all subsequent years not yet due and payable.
- 3. Taxes or special assessments which are not shown as existing liens by the public records.
- 4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
- 5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
- 6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by 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.
- 8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
- 9. Rights or claim of parties in possession not shown by the public records.
- 10. Easements or claims of easements not shown by the public records.
- 11. Statutory Easements on Section Lines.
- 12. Water rights, claims or title to water, whether or not shown by the public records.

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SCHEDULE B-II

(Continued)

- 13. Statutory easement for roadway along Section line.
- 14. Easement recorded December 20, 1961 in Book 722, page 536. (Tracts 2 & 4)
- 15. Right of Way Agreement recorded July 18, 1919 in Book 151, page 365. (Tract 3)
- 16. Right of Way Agreement recorded December 1, 1922 in Book 176, page 182. (Tract 3)
- 17. Right of Way Agreement recorded July 30, 1925 in Book 234, page 61, subject to assignments and partial releases of record. (Tract 3)
- 18. Instrument of Appointment recorded Octber 18, 1927 in Book 267, page 83, subject to assignments and partial releases of record. (Tract 3)
- 19. Right of Way Contract recorded September 3, 1955 in Book 613, page 524, subject to assignments and partial releases of record. (Tract 3)
- 20. Right of Way Agreement recorded March 27, 1957 in Book 645, page 678, subject to assignments and partial releases of record. (Tract 3)
- 21. Lease recorded August 15, 1962 in Book 737, page 457, subject to assignments and partial releases of record. (Tract 3)
- 22. Lease recorded October 30, 1967 in Book 837, page 100, subject to assignments and partial releases of record. (Tract 3)
- 23. Lease recorded October 7, 1874 in Book 978, page 337, subject to assignments and partial releases of record. (Tract 3)
- 24. Pipeline Right of Way Easement recorded October 7, 1974 in Book 978, page 337, subject to assignments and partial releases of record. (Tract 3)
- 25. Pipeline Right of Way Easement recorded January 31, 1989 in Book 2045, page 91, subject to assignments and partial releases of record. (Tract 3)
- 26. Pipeline Right of Way Easement recorded January 23, 1990 in Book 2159, page 102, subject to assignments and partial releases of record. (Tract 3)
- 27. Order Converting Ninnekah Water Corporation into Rural Water, Sewer, Gas and Solid Waste Management District NO. 7, Grady County, Oklahoma May 11, 1992 in Book 2431, page 1. (Tracts 3 & 5)
- 28. Electrical Utility Easement recorded September 21, 2012 in Book 4534, page 535. (Tract 3)
- 29. Easement recorded December 20, 1961 in Book 722, page 536. (Tract 4)

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SCHEDULE B-II

(Continued)

- 30. Right of Way Agreement recorded November 14, 1950 in Book 542, page 330, subject to assignments and partial releases of record. (Tract 5)
- 31. Right of Way Agreement recorded April 20, 1973 in Book 940, page 10, subject to assignments and partial releases of record. (Tract 5)
- 32. Right of Way Agreement recorded March 30, 1981 in Book 1236, page 752, subject to assignments and partial releases of record. (Tract 5)
- 33. Leasement Agreement recorded October 18, 1988 in Book 2007, page 63, subject to assignments and partial releases of record. (Tract 5)
- 34. Right of Way Agreement recorded January 25, 1991 in Book 2276, page 342, subject to assignments and partial releases of record. (Tract 5)
- 35. Electrical Utility Easement recorded Otober 14, 2008 in Book 4126, page 169. (Tract 5)

NOTE: Due to the U.S. Supreme Court decision in the case McGirt v. Oklahoma, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

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RECORD VOL. 722

Recorded in Book 151 page 365 Mrs. Viola Taylor, (widow of James Taylor)

to

Oklahoma Natural Gas Company RIGHT OF WAY

Dated; June 24,1900 Filed; July 18,1900 at 3 PM

Cons: \$40.50

THIS AGREEMENT, made and entered into on this 24th day of June,1919, by and between Mrs. Viola Taylor (widow of James Taylor) hereinafter called the Grantor and Oklahoma Natural Gas Companyhereinafter called the grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of forty & 50/100 dollars, to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hreinafter contained, does hereby grant to the said Grantee the Right of Way to lay, maintain, operate, relay and remove a pipe line 162 rods long, and located in accordance with plat of definite location on the back hereof for the purpose of the transportationof Natural Gas, with right of ingress and egress to and from the same, on, over, and through certain lands situated in the C unty of Grady, Stateof Oklahoma, described as follows, to-wit:

The east half of the South east quarter (E½ SE½) of Section two (2), Township four (4) north, range eight (8) West,

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the said grantor is to fully use and enjoy the premises, except the easement for the purpose hereinbefore granted to said Grantee.
- 2. That said Grantee hereby covenants to bury its line of pipe so that the same willnot interfere with the cultivation of said premises.
- 3. That the Grantee shall have the right at anytime to change the size of its line of pipe.
- 4. That the Grantee shall pay all damage to fences, crops and premises, which may be suffered by reason of laying, maintenance



317 Choctow Ave.

WASHITA VALLEY ABSTRACT COMPANY

SHEET NO 19

Chickasha, Oklahoma

Phone 224-6111



151-365

operation or alteration of said lines of pipe. If not mutually agreed upon said damages are to be ascertained, and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shallbe final and conclusive.

This contract shall bind and run in favor of the respectiveparties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, the day and year first above written.

Mrs. Vjola Taylor

ACKNOWLEDGED:

ON this 24" day of June, 1919 by Mrs. Viola Taylor (widow of James Taylor) Before; Ora L. Spangler, notary public in and for the COUNTY OF Harvey STATE OF KANSAS Commission expires; May 10 " 1923 *SEAL*





SHEET NO_

Recorded in Book 176 page 182

R.L.Taylor agent of Viola Taylor

to

Oklahoma Natural Gas Company, (a corporation) RIGHT OF WAY AGREEMENT Dated; Nov. 24,1922 Filed; Dec. 1,1922 at 9;30 A.M Cons: \$40.00

THIS AGREEMENT, made and entered into on this 24th day of November,1922, by and between R.L.Taylor agent of Viola Taylor hereinafter called the Grantor, and Oklahoma Natural Gas Company a Corporation), hereinafter called the Grantee.

WITNESSETH, That said grantor for and in consideration of the sum of forty & 00/100 dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line 160 rods long, and located in accordance with plat of definite location on the back hereof, for the purpose of the transportation of Natural Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Grady, State of Oklahoma, described as follows, to-wit:

Southeast quarter Section 2, Twp. 4N, Range 8W.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the said grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
- 2. That said Grantee hereby covenants to bury its lines of pipe so that the same will not interfere with the cultivation of said premises.
- 3. That the Grantee shall have the right at any time to change the size of its line of pipe.
- 4. That the Grantee shall pay al_damage to fences, crops and premises, which may be suffered by reason of laying, maintenance operation or alteration of said lines of pipel If not mutually agreed upon, WASHITA VALLEY ABSTRACT CO.



WASHITA VALLEY ABSTRACT COMPANY

SHEET NO 30

317 Choctow Ave. Chickasha, Oklahoma

Phone 224-6111



176-182 2)

said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, the day and year first above written.

R.L.Taylor

ACKNOWLEDGED:

ON this 24th day of November, 1922 by R.L.Taylor duly authorized agent of Viola Taylor, Before; Maude Wirsch, notary public inand for the COUNTY OF GRADY STATE OF OKLAHOMA Commission expires; May 13,1926 (SEAL)





317 Choctow Ave.

Book 234 Page 61

RIGHT OF MAY AGREEMENT

THIS ACREMINT, made and entered into on this ... day of... 1925 b, and between R.L. Taylor, hereinafter called the Grantor, and Oklahoma Natural Gas Company hereinafter called the Grantee.

WITNESSETH, that said granter for and in consideration of the sum of \$20.00 Dellurs to him in hand paid by said Grantee, the receipt of which is hereby acknowledged and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said grantee, the right of way to law, maintain, operate, relay and remove a pipe line 80 rods long, and located in accordance with plat of definite location on the back hereof, for the purpose of the transportation of Batural Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Grady, State of Oklahoma, described as follows, towit:

The South malf of the Southwest quarter of the Southeast quarter of section .wo (2)Township Four (4) North, Range Kight (8) West

IT IS HERE BY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
- 2. That said Grantee hereby covenants to bury its lines of pipe so that the same will not interfere with the cultivation of said premises.
- 3. That the Grantee shall have the right at any time to change the size of its line of pipe.
- 4. That the Grantee shall pay all damage to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said lines of pipe. If not mutaally agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs executors, administrators, successors and assigns.

IN WITHESS THEREOF, the parties heroto have herounder set their hands and affixed their beals, the day and year first above written.

R.L. Taylor

Btate of Eansas)
ss
County of Marion (

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 23rd day of July, 1925, personally appeared R.L.Taylor, to me known to be the identical person who executed the within and foregoing instrument, and soknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal.

Alfred R. Kent

(seel)

Notary Public

My Commission expires Nov. 17, 1928 State of Oklahoms

317 Choctow Ave.

Grady County, as

This instrument was filed for record on the 30th day of July A.D. 1925 at 8:30 A.M. and recorded in Book 254 on page 61

W.T.Claud, County Clerk (Clerk's Seal) By Coranderson, Deputy.



WASHITA VALLEY ABSTRACT COMPANY

SHEET NO 32

Chickasha, Oktohoma

Phone 224 6111



#18

INSTRUMENT OF APPOINTMENT

WILLIAM C. POTTER (et al)

To

(Dated, August 19, 1927 (Filed, October 18, 1927 at 1:00 P.M. (Book, Book 267 Page 83

MERREL P. CALLAWAY as Co-Trustee

Instrument of Appointment of Merrel P. Callaway, as Co-Trustee under the Indenture of Mortgage dated November 1, 1926 of Midwest Gas Company.

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, under date of November 1, 1926, a certain Indenture of Mortgage was made, executed and delivered by Midwest Gas Company, a corporation, organized and existing under the laws of the State of Delaware, to Guaranty Trust Company of New York as Trustee and Charles H. Platner as Co-Trustee for the purposes therein provided, and

WHEREAS, said Charles H. Platner is now deceased, and

WHEREAS, in and by Section 6 of Article Eight of said Indenture of Mortgage it is provided that, in the event of the death of the Co-Trustee, a successor Co-Trustee may be appointed by the person who shall at the time be the President of the trust company then acting as Trustee thereunder by an instrument in writing duly acknowledged and filed for record in every place where said Indenture of Mortgage shall have been recorded;

NOW, THEREFORE, William C. Potter, being at the date hereof President of Guaranty Trust Company of New York, the trust company now acting as Trustee under the said Indenture of Mortgage, by virtue of the power therein conferred upon him, does appoint Merrel P. Callaway as Co-Trustee under the said Indenture of Mortgage of Midwest Gas Company to Guaranty Trust Company of New York and Charles H. Platner, Trustees, dated November 1, 1926, to succeed Charles H. Platner, deceased, and does hereby declare said Merrel P. Callaway to be an officer of said Guaranty Trust Company of New York.

Merrel P. Callaway hereby accepts the appointment as Co-Trustee under said Indenture of Mortgage and the trust thereby created.

This instrument may be executed in several counterparts, each of which shall be deemed to be an original.



WASHITA VALLEY ABSTRACT COMPANY

Sheet No.

317 Choctaw Ave.

Chickasha, Oklahoma

Phone 224-6111



IN WITNESS WHEREOF, William C. Potter and Merrel P. Callaway have signed and sealed this instrument as of this 19th day of August 1927.

> William C. Potter Merrel P. Callaway

Signed, sealed and delivered by William C. Potter in the presence of

Wesley L. Baker Leo H. Bombard

Signed, sealed and delivered by Merrel P. Callaway in the presence of

Wesley L. Baker Leo H. Bombard

ACKNOWLEDGED:

In Regular Form

State of New York, County of New York

Dated, September 29, 1927 Appeared, Merrel P. Callaway

Before, Frederick B. Kingsley, Notary Public

(SEAL) Com. Exp. March 30, 1928.

ACKNOWLEDGED:

In Regular Form

State of New York, County of New York

Dated, September 29, 1927 Appeared, William C. Potter

Before, Frederick B. Kingsley, Notary Public (SEAL) Com. Exp. March 30, 1928.



Sheet No. 41



Recorded in Book 613 page 524 Earl Gosnell and Mrs. E.F.Gosnell

to

RIGHT OF WAY CONTRAC Dated; Aug. 23,1955 Filed; Sep 3,1955 at 8;10 AM Cons: \$52.50

ROCK ISLAND OIL & REFINING Co. Inc.

ROCK ISLAND OIL & REFINING CO. INC., Right of Way Contract

STATE OF OKLAHOMA COUNTY OF Stephens,

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of one dollar (\$1.00) to us in hand paid, receipt of which is hereby acknowledged, and the further ensideration of fifty cents per rod line, to be paid when such grant shall be used and occupied, the undersigned do hereby grant, and convey unto Rock Island Oil & Refining Co. Inc its successors and assigns, a right of way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, remove and re-lay a pipe line and additional pipe lines for the transportation of oil, gas, petroleum or anyof its products, and such valves, fittings meters and other equipment and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from the same, on, over and through certin lands situated in Grady County' State of Oklahoma, to-wit:

South ½ of SW½ and West ½ of SE½ of Section 2, Twp. 4N, R 8W 105 rods, at \$.50 per rod Total \$52.50

TO HAVE AND TO HOLD unto the said Rock Island OIL & Refining Co. INc., its successors and assigns, so long assuch lines and appurtenances thereto shallbe maintained with ingress and egress to and from the same, for the purpose of constructing, inspecting, repairing and maintaining the same, and the removal of such at will, in whole or in part. The said grantors to fully use and enjoy the said premises, except for the purpose hereabove granted to the said Rock Island Oil & RefiningCo. Inc., which hereby agrees to bury all pipe to a sufficient depth so as not to interfere with cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipe lines.



WASHITA VALLEY ABSTRACT COMPANY

SHEET NO. 15

Chickasha, Oklahoma



It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WI TNESS the execution hereof, this 23 day of August A.D.,1955.

Earl Gosnell Mrs. E.F.Gosnell Rush Springs, Rt #2

ACKNOWLEDGED:

ON this 23rd day of August,1955 by Earl Gosnell and Mrs. E.F.Gosnell -Before; Ethel Cherry Bowen, notary public in and for the COUNTY OF Stephens, STATE OF OKLAHOMA Commission expires; October 24,1955 (N.P.SEAL)







Recorded in Book 645

E.F.Gosnell and Millie Gosnell, his wife RIGHT OF WAY AGREEMENT

page 678

Dated; Mar. 16,1957 Filed; Mar. 27, 1957

NATURAL GAS PIPELINE COMPANY OF AMERICA

at 8;10 A.M Cons: \$194.00

STATE OF Oklahoma COUNTY OF Grady

KNOW ALL MEN BY THESE PRESENTS: That the undersigned. E.F.GOSNELL, sometimes known as EARL F. GOSNELL and MILLIE GOSNELL, hiswife, (hereinafter called GRANTOR, whether one or more), for and in consideration of ONE HUNDRED NINETY FOUR AND NO/100 Dellars (\$194.00) cash in hand paid, receipt of which is hereby acknowledged, do hereby grant, to NATURAL GAS PIPELINE COMPANY OF AMERICA, its successors and assigns, (hereinafter called GRANTEE), a Right of Way and Easement to construct, reconstruct, operate, maintain, repair, alter, replace, move and remove a pipeline or pipelines for the transportation of gas, oil, petroleum, products or other liquids, gases or other substances which can be transported through a pipeline, the Grantee to have the right to select the route or routes thereof, under, upon, over, through and across the following real estate situated in Grady County, State of Oklahoma, to-wit:

> The southeast quarter (SEZ) and the Southeast quarter of the southwest quarter (SEZSWZ), BOTH in Section two (2), Township four (4) North, range eight (8) West, of the Indian Meridian, Grady County, Oklahoma,

together with the right of ingress and egress at convenient points, for such purposes and all other rights necessary or convenient for the enjoyment of the privileges herein granted, including, but not limited to, the construction of such subsurface appliances and appurtenant facilities as, in Grantee's judgment, may be necessary or convenient for such operations;

TO HAVE AND TO HOLD aaid Right of Wayand Easement unto said Grantee, its successors and assigns until a pipeline be constructed thereon and so long thereafter as a pipeline be maintained thereon.

Crantee shall have the right, from time to time, to cut all



WASHITA VALLEY ABSTRACT COMPANY SHEET NO

317 Choctaw Ave.

Chickasha, Oklahoma

Phone 224-6111



trees, undergrowth and other obstructions, that, in its judgment, may injure, endanger or interfere with the construction operation, maintenance, and repair of saidpipelines, and Grantor shall not construct, nor permit to be constructed, any house, structure or other obstruction in, on or over the right of way, without the consent of Grantee, --

except fences and normal farmining operations over the said pipeline

Grantee covenants and agrees that it will bury all pipelines constructed hereunder below plow depth and that it will pay to the owner of said land and to any tenant or lessee thereof, as their respective interests may appear, any damage to fences, improvements, growing crops, and timber which may be caused by the constructing, maintaining, altering, repairing, replacing, moving or removingof the pipelines hereunder authorized, and/or appliances or appurtenant facilities, and any surface damage that may be caused by washing orerosion.

It is hereby understood the right of way herein granted is limited to seventy five (75) feet.

It is mutually understood and agreed that the person securing this grant, is without authority from Grantee to makeamy agreement in respect of the subject matter hereof not herein expressed, and that the rights and interests of Grantee hereunder may be assigned in whole or in part.

Grantors represent that the above land is ..not..rented.

Executed this 16th day of March, 1957.

Witness; Robert C.Imler

317 Choctow Ave.

E.F.Gosnell (SEAL)
Millie Gosnell (SEAL)

ACKNOWLEDGED:

ON this 18th day of March A.D.,1957 by E.F.Gosnell and Millie Gosnæll, his wife Before; Katherine Carter, notary public in and for the COUNTY OF Grady, STATE OF Oklahoma Commission expires; 6-1-58 (NP SEAL)



WASHITA VALLEY ABSTRACT COMPANY



Recorded in Book 737 page 457 E.F.Gosnell and Millie Gosnell, husband and wife,

LEASE

Dated; Nov. 10,1961 Filed; Aug. 15,1962

at 8;10 A.M

Cons: \$100 per year

Arkansas Louisiana Gas Company.

GRANTING CLAUSE:

does hereby demise, lease and let THE EXCLUSIVE POSSESSION AND USE OF THE
LAND hereinafter described for the purpose
of operating and maintaining thereon Measureing & Regulating Station and
all equipment used in connection therewith

and uses incidental thereto, -

DESCRIPTION:

the following described property situated in the County of Grady, State of Oklahoma,

to-wit:

to

A tract of land 75 feet x 75 feet; beginning at a point approximately 1067 feet north

of the Southwest corner of the

southeast quarter of Sec. 2, T 4N, R8W

Grady County, Oklahoma;

thence 75 feet East; thence 75 feet north; thence 75 feet West, thence 75 feet south,

to the point of beginning.

TERM:

one (1) years from the date hereof
- not to exceed five (5) additional
years unless Lessee shall notify lessor
30 days in advance of the then current

annual rental payment date

RENTALS:

\$100.00 per year, payable annually in advance.

Sgd;

E.F.Gosnell

Millie Gosnell ..lessor

Arkansas Louisiana Gas Company

By J.C. Templeton, Vice President

lessee

Attest; H.G.Walters,
Assistant Secretary
(corporate seal)

317 Choctow Ave.





SHEET NO. 121

Chickasha, Oklahoma

Phone 224-6111



ACKNOWLEDGED:

ON this 10 day of November, 1961 by E.F.& Mellie Gosnell, his wife Before G.B.Worsham, notary public in and for the County of Grady STATE OF Okla Commission expires; 5-8-62

(N.P.SEAL)





#32

BOOK 837 PAGE 100

Renewal of Lease ALG 15859 83819

LEASE

THIS AGREEMENT made and entered into this day of day of life, hereinafter referred to as Lessor, and ARKANSAS LOUISIANA GAS COMPANY, hereinafter referred to as Lessee;

WITNESSETH:

ssistant Secretary

That in consideration of the covenants and agreements herein set forth and One Dollar and other good and valuable consideration, Lessor does hereby demise, lease and let unto Lessee, its successors and assigns, the exclusive possession and use of the land hereinafter described for the purpose of operating and maintaining thereon a Measuring and Regulating Station and all equipment used in connection therewith and uses incidental thereto, the following described property situated in the County of Grady, State of Oklahoma, to-wit:

A tract of land 75 feet by 75 feet; beginning at a point approximately 1067 feet North of the Southwest Corner of the Southeast Quarter of Section 2, Township 4 North, Range 8 West, Grady County, Oklahoma; thence 75 feet East; thence 75 feet North; thence 75 feet West; thence 75 feet South, to the point of beginning;

with the right of ingress and egreen to and from the same. Lessee shall have the right to fence said tract of land for the protection of its property.

TO HAVE AND TO HOLD the same unto the Lessee for a period of one (1) year from November 10, 1967, and thereafter from year to year for a period of not to exceed five (5) additional years unless Lessee shall notify Lessor thirty (30) days in advance, of the then current annual rental payment date, of its desire to terminate the same.

As a rental for the premises herein leased, Lessee agrees to pay Lessor One Hundred and No/100 (\$100.00) Dollars per year, payable annually in advance on the 10th day of November of each year this lease shall remain in force.

It is agreed that, within a reasonable time after the termination of this lease, Lessee shall have the right to remove any and all equipment, pipe, stations, meters, regulators, meter and regulator houses, and other property affixed or not affixed to the land by it during the time of its tenancy.

The covenants and agreements of this lease shall extend to and be binding upon the heirs, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Della A Dina

Wilma Joyce Pittman

Lessor

ARKANSAS LOUISIANA GAS COMPANY

Vice President:

Lessee

BOOK 837 PATE 101

STATE OF OKLAHOMA COUNTY OF GRADY

BE IT REMEMBERED, That on this 5 day of 6, 1967, before me, a Notary Public in and for said County and State, personally appeared BILLY A. PITTMAN and WILMA JOYCE PITTMAN, his wife, to me known to be the identical person described in and 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 purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Vanetta Sane

My commission expires:

STATE OF OKLAHOMA SS. GRADY COUNTY THIS INSTRUMENT WAS FILED FOR RECORD ON THE 3.0 ... day of Det. A.D., 196 7 ... at 8.20. o'clock A. M., and duly recorded in Book 23.7 on Page 100 LONA MOLLETT, County Clerk

By Laxa Mallett Deputy



800x 978 PAGE 337

#23

LEASE

| THIS AGREEMENT made and entered into | this 31st day of | August | . 19.24, by and between |
|--|--|--|--|
| husband and wife, hercinafter referred, to as "L | esor," and ARKANSAS | ma Joyca Pittma Louisiana gas com | PANY. hereinafter re- |
| ferred to as "Lessee"; WITNESSETH: | ! | | |
| That in consideration of the covenants are sideration, Lessor does hereby demise, lease and the land hereinafter described for the purpose of and all equipment used in connection therewith ofGrady | let unto Lessee, its successor operating and maintaining the and uses incidental thereto the | pre and assigns, the exclusive and assigns, the exclusion and the exclusion and the following described pro- | usive possession and use of |
| A tract of land 75 feet by 1067 feet North of the Sout Section 2, Township 4 North thence 75 feet East; thence thence 75 feet South, to the | 75 feet; beginning the state of | ng at a point a the Southeast G Grady County, C | Quarter of |
| | | | |
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| | | | |
| | | | |
| with the right of ingress and egress to and from of its property. | the same. Lessee shall have | the right to lence said tri | act of land for the protection |
| TO HAVE AND TO HOLD the same unto | the Lessee for a period of | Ten | (|
| the date hereof and thereafter from year to year years unless Lessee shall notify Lessor thirty (3 to terminate the same. | or a period of not to exceed | Fifteen | 1765 1100 1 |
| As a rental for the premises herein leased, | Lesses agrees to pay Lossos. | One Bundred | *************************************** |
| (\$ 100.00) Dollars per year, payable anni year this lease shall remain in force. The F | ally in advance on the | I () T. h J MATE | omhow . |
| It is agreed that, within a reasonable time all equipment, pipe, stations, meters, regulators, by it during the time of its tenancy. | after the termination of this | lance I asses shall be a | 1 |
| The covenants and agreements of this leas | shall extend to and be bind | ing upon the beirs, execu | tors, successors and serions |
| or mo battles neteto. | | | |
| IN WITNESS WHEREOF, the parties heret | have hereunto set their han | as the day and year high | above written. |
|) Meso | , manual d | Billy A, Pittm | an Pittonam |
| Control of the | Wilm | a Joyce Pythian | Littoman |
| 200 | ARKAN | NSAS LOSISTANA GA | S GOMPANY |
| ATTEST: 0 / | | In Jour | 1/ |
| OT Halle | Ву | James Jours | The state of the s |
| Assistant Secretary | | 1 | Vice President |
| | | Inter | |
| STATE OF 1 Oklahoma | 80 | | |
| COUNTY OFGrady | | | |
| BE IT REMEMBERED, That on this31s. said County and State, personally appeared | LLY A. Pittman a | nd Wilma Jovce | Pittman |
| husband and wife executes the within and foregoing instrument as free and voluntary act and deed for the purposes t | d acknowledged to me that . | they executed | |
| IN WITNESS WHEREOF, I have hereunto | et my official signature and | ufficed my fotarial seal t | he day and year first above |
| THE CONTRACTOR OF THE CONTRACT | ion & | Sourtheen | |
| My commission expires. March 9. 1976 | E.M/Cou | irtney Notary Pub | lio |
| morning with the state of the s | STATE OF OKLAHOMA | . r. 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Maria de la companya della companya |
| | THIS INSTRUMENT WAS FILED FOI | R RECORD | |
| | at 8:10 g'clock - A.D. | , 1974 | |
| | BETTY PALLARD, COURT OF | 37 | |
| | 13 / | Deputy . | The state of the s |

BOOK 978 PAGE 337

LEASE

#24

| | LEASE | - / |
|--|--|--|
| THIS AGREEMENT made and entered into | and Wilma Joyce | Pittman |
| husband and wife, hereinafter referred, to as "Les ferred to as "Lesseo"; WITNESSETH: | ARKANSAS LOUISIANA | GAS COMPANY, . hereinafter re- |
| That in consideration of the covenants and sideration, Lessor does hereby demise, lease and the land hereinafter described for the purpose of and all equipment used in connection therewith a of | let unto Lessee, its successors and assigns operating and maintaining thereon a Mee and uses incidental thereto the following de | the exclusive possession and use of |
| A tract of land 75 feet by 7 1067 feet North of the South Section 2, Township 4 North, thence 75 feet East; thence thence 75 feet South, to the | west Corner of the South Range 8 West, Grady Cou 75 feet North: thence 24 | neast Quarter of |
| | | |
| | | |
| | | |
| with the right of ingress and egress to and from of its property. | | |
| TO HAVE AND TO HOLD the same unto the date hereof and thereafter from year to year for years unless Lessee shall notify Lessor thirty (30 to terminate the same. | or a period of not to exceed .FILLOC) days in advance, of the then current an | musl rental payment date, of its desire |
| As a rental for the pramises herein leased, it (\$ 100.00) Dollars per year, payable annuyear this lease shall remain in force. The F1 | ally in advance on the 10th day | - NOVember |
| It is agreed that, within a reasonable time sall equipment, pipe, stations, meters, regulators, by it during the time of its tenancy. | after the termination of this leave I come a | hall have the state to |
| The covenants and agreements of this lease of the parties hereto. | shall extend to and be binding upon the l | cirs, executors, successors and assigns |
| IN WITNESS WHEREOF, the parties hereto | have hereunto set their hands the day and | year first above written. |
| | BILLY | Pittmen - |
| Control of the Contro | Wilma Joyce | ay is lettermand |
| 2000 | ARKANSAS LODIA | TANA GAS COMPANY |
| ATTESTO = 00 11 | Sur Marie | Jour V |
| A Thaffer Assistant Secretary | - A | Vice President |
| STATE OF (1) Oklahoma | ** | |
| COUNTY OF Grady | | |
| BE IT REMEMBERED, That on this31st said County and State, personally appearedB1 husband and wife | LLY A. Pittman and Wilma | Joyce Pittman. |
| executed the within and foregoing instrument an | d acknowledged to me that | executed the same astheir. |
| free and voluntary act and deed for the purposes the | , , | |
| written. | and and the | tarial seal the day and year hist above |
| My commission expirest March 9, 1976 | E.M/Courtney | Notary Public |
| March 9, 1970 | STATE OF OWN | The state of the s |
| religion to the second | STATE OF OKLAHOMA GRADY COUNTY THIS INCOMPANY SS. | |
| | THIS INSTRUMENT WAS FILED FOR RECORD on the 7 day of O.T. A.D., 1974 at 8:00 o'clock at M. | |
| | In Book 978 on Page 377 | |
| | By Teralline Oswall Deputy | The second second |
| | 124 Deputy | 13 |

PIPELINE RIGHT-OF-WAY EASTHPAT

RECEIVED

STATE OF OKLAHOMA)

BOOK 2045 PAGE 91

. 54874

JAN 2 1989

COUNTY OF Grady)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter referred to as "Grantor", for and in consideration of the sum of ten dollars (\$10.00) paid by Mega Natural Gas Company, an Oklahoma Partnership, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and a further sum of \$15.00 per rod, crop, and surface damages and \$20.00 per rod right-of-way and easement, for each linear rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of line has been completed, and before construction is commenced, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a perpetual and convey unto said Grantee, its successors and assigns, a perpetual right-of-way and easement to locate and survey a route, construct, entrench, maintain and operate a pipeline with necessary valves, cathodic equipment and appurtenances thereto (said pipeline, valves, cathodic equipment and appurtenances being hereinafter sometimes collectively called the "facilities") for the transportation of oil, gas, gas petroleum products, water, any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of the foregoing, under, across and through the following described property, to-wit:

a strip of land ten (10) feet in width, five (5) feet on each side of the centerline of a proposed pipeline to be constructed in the self of section 2, T. 4N, R. 8W, T. M., Grady Co. OK.

and a temporary easement for the purpose of constructing the pipeline extending 25 feet on each side of the centerline of the perpetual easement above described is hereby granted for the period during the construction of said pipeline and during any temporary period reasonably necessary and convenient in connection with construction, maintenance, repair, removal or replacement of the facilities and shall terminate upon the completion thereof.

This right-of-way and easement shall carry with it the free right of ingress and egress to and from and access on and along the said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of said pipeline with either like or different size pipe. If the pipeline requires repair or replacement, damages will be paid at that time.

TO BAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, and such rights and easements shall be covenants running with the land and be binding upon the Grantor, his heirs, legal representatives and successors in title.

Grantee will upon permanent abandonment of said right-of-way and removal of all improvements constructed thereon, execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee agrees that in connection with the construction of the pipeline that any fences of Grantor that require cutting will be braced before cutting, and after construction of the pipeline, will be repaired with new material. The pipeline will be buried a minimum of three-flee 48" below the surface of the ground at the time of construction. Grantee further agrees to restore the property to its original condition as nearly as possible after completion of the construction of the pipeline with a ditch line left with a crown for settlement.

BOOK 2045 PAGE 92

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities.

Grantor represents and warrants that he is the owner in fee simple of the land above described, subject only to outstanding mortgages, if any, now of record in said County, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien or rights :ncident thereto.

The easement, rights and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this grant,

This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the execution hereof the 76 day of December, 1982.

| Patry & | Snith | x Mmitium |
|---------|---|--|
| 1 | Mailing Address: Telephone Number: Social Security # or Federal ID # | X = Ka, Lo Jarmo - O/Clahome X PO Rys 219- Upland In 46 989 X 317- 998- 8157 X 35-1144677 |
| | CHECK | Individual Corporation Partnership |

STATE OF OKLAHOMA)

COUNTY OF Clevel ...)

Before me, a notary public 26th day of Dec. in and for said state, on this 198 g, personally appeared, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that (s)he executed the same as his/wer free and voluntary act and deed for the uses and purposes the:ein set forth.

My commission expires:

Out 15, 1989

BOOK 2159 Part 102

69066

PIPELINE RIGHT-OF-WAY PASSEDENT

STATE OF OKLAHOMA)

COUNTY OF GRADY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter referred to as "Grantor", for and in consideration of the sum of ten dollars (\$10.00) paid by Mega Natural Gas Company, an Oklahoma Partnership, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and a further sum of \$20.00 per rod right-of-way and easement, for each linear rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of line has been easement, for each linear rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of line has been completed, and before construction is commenced, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a perpetual right-of-way and easement to locate and survey a route, construct, entrench, maintain and operate a pipeline with necessary valves, cathodic and approximate the rest of said pipeline, unline, cathodic constructs. equipment and appurtenances thereto (said pipeline, valves, cathodic equipment and appurtenances being hereinafter sometimes collectively called the "facilities") for the transportation of oil, gas, gas petroleum products, water, any other substances whether fluid or solid, any products products, water, any other substances whether rivid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of the foregoing, under, across and through the following described

a strip of land ten (10) feet in width, five (5) feet on each side of the centerline of a proposed pipeline to be constructed

_Across the SE/4 Section 2-T4N-R8W, I.M., Grady County, Oklahoma

and a temporary easement for the purpose of constructing the pipeline extending 25 feet on each side of the centerline of the perpetual easement above described is hereby granted for the period during the construction of said pipeline and during any temporary period reasonably necessary and convenient in connection with construction, maintenance, repair, removal or replacement of the facilities and shall terminate upon the completion

This right—of—way and easement shall carry with it the free right of ingress and egress to and from and access on and along the said right—of—way, with the right to use existing roads, for the purpose of constructing, repairing and maintaining the facilities and the removal or replacement of said pipeline with either like or different size pipe If replacement of said pipeline with either like or different size pipe. If the pipeline requires repair or replacement, damages will be paid at that

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and right-or-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, and such rights and easements shall be covenants running with the land and be binding upon the Grantor, his heirs, legal representatives and

Grantee will upon permanent abandonment of said right-of-way and removal of all improvements constructed thereon, execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee agrees that in connection with the construction of the pipeline that any fences of Grantor that require cutting will be braced before cutting, and after construction of the pipeline, will be braced with new material. The pipeline will be buried a midimum of three feet below the surface of the ground at the time of construction. Grantee further agrees to restore the property to its original condition as searly as possible after completion of the construction?

ANTE OF DELARMAN.

GRANT COUNTY SE.

THIS RESIDENCE THE FOR RECORD Grantee agrees that in connection with the construction of the

as possible after completion of the constr ditch line left with a crown for settlement, STATE OF DOMINION SETTLE FOR RECORD on the Alder of 1200, AL 1880, at 151-th study of 1200, AL 1880, at 151-th study of 1200, AL 1880, by STY Mallin, County Dark

TIMOS

BOOK 2159 PAR 103

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities.

Grantor represents and warrants that he is the owner in fee simple of the land above described, subject only to outstanding mortgages, if any, now of record in said County, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien or rights incident thereto.

The easement, rights and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the execution hereof the Lad day of October 1989.

**Mailing Address: Telephone Number: Social Security * or Federal ID **

CHECK Corporation Corporation ONE Partnership Other

STATE OF OKLAHOMA)

COUNTY OF Cleveland)

Before me. and ary out it., in and for said state, on this it is a said state, on this is a said state, on the said st

NOTARY PUBLIC

My commission expires:

CAND

Oct. 15, 1989

03890

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF GRADY COUNTY STATE OF OKLAHOMA

IN THE MATTER OF A PETITION FOR THE CONVERSION OF NINNEKAH WATER CORPORATION INTO A RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT.

STATE OF OKLAHOMA GRADY COUNTY

ORDER CONVERTING NINNEKAH WATER CORPORATION RURAL WATER, SEWER, GAS AND SOLID WASTE MANAG 7, GRADY COUNTY, OKLAHOMA DISTRICT NO.

NOW, on this 11th day of May, 1992, the above entitled comes on regularly for hearing upon the Petition to Convert Ninnekah Water Corporation, an Oklahoma Not-For-Profit Corporation ("NWC") Into a Rural Water, Sewer, Gas and Solid Waste Management District which was filed with the Grady County Clerk on the April The Petitioners appeared in person and by their Attorney, ROBERT J. HAYS of HAYS & DABNEY, P.C.

The Board of County Commissioners of Grady County, Oklahoma, having considered the Petition filed herein, and having heard statements of Counsel and representatives of the Petitioners, FINDS:

That proper notice of the time and place of the hearing has been given as required by 82 O.S. § 1324.32(E); that the Grady County Clerk on April 27, 1992, by certified mail, mailed copies of the Notice of Hearing Petition to the City of Chickasha, Oklahoma, a Municipal Corporation; Town of East Ninnekah, Oklahoma, a Municipal Corporation; Norge Water Corporation; Rural Water, Sewer,

800x 2431 PAGE 2

Gas and Solid Waste Management District No. 6, Grady County, Oklahoma, and Oklahoma National Bank and Trust Company of Chickasha, Oklahoma; that the Grady County Clerk caused the Notice of Hearing to be published one (1) time on April 28, 1992, in the Chickasha Daily Express, a newspaper of general circulation in Grady County, Oklahoma; and the County Clerk has duly filed with this Board her Proof of mailing notice and Publication of Hearing, together with the Publisher's Affidavit of Publication. A copy of the Notice of Hearing is attached hereto.

- 2. That the lands within the proposed District are located in Grady and Caddo counties and the greatest portion of the territory of the proposed District is located in Grady County and this Board has jurisdiction to hear and determine the Petition, and to create and incorporate the District.
- 3. That the Petitioners, JOHN DONNELLAN, MARK MARTIN, EARL LIVINGSTON, JERRY WHITE, and MIKE EATON, who are the Board of Directors of NWC and also are owners of land within the boundaries of the proposed Rural Water, Sewer, Gas and Solid Waste Management District ("RWD"). That as Directors and landowners they are qualified to petition this Board for the creation and incorporation of said District.
- 4. That the Board of Directors of NWC on March 2, 1992, approved the Proposal To Convert to a Rural Water, Sewer, Gas and Solid Waste Management District and on March 20, 1992, the membership of NWC approved the conversion to a RWD. Additionally, the Oklahoma National Bank and Trust Company of Chickasha,

Oklahoma, which is the only secured creditor of NWC has approved the conversion.

- 5. That NWC is presently serving most of the hereinafter described territory with water and/or sewer distribution systems and the additional territory can reasonably and economically be served in the foreseeable future.
- 6. That the Petition filed herein is in conformity with the requirements of the Rural Water, Sewer, Gas and Solid Waste Management Districts Act of the Oklahoma Statutes.
- 7. That the territory to be embraced within the boundaries of Rural Water, Sewer, Gas and Solid Waste Management District No. 7, Grady County, Oklahoma, is as follows:

Grady County

- Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 6 North, Range 7 West;
- Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 5 North, Range 7 West;
- Sections 2, 3,44,5,6,8 and 94in Township 4 North, Range 7 West;
- Sections 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 6 North, Range 8 West;
- Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 34, 35 and 36 in Township 5 North, Range 8 West; and
- Sections 1, 2, 3, 10 and 11 in Township 4 North, Range 8 West.

Caddo County

Sections 1, 2, 3, 10, 11, 12, 13, 14 and 15 in Township 5 North, Range 9 West.

8. That there is sufficient water available for purchase or appropriation by the Oklahoma Water Resources Board to serve the needs of the District.

IT IS THEREFORE ORDERED, ADJUDGED, DECREED and DECLARED by the Board of County Commissioners of Grady County, Oklahoma, that the lands hereinafter described be, and the same are hereby organized and constitute a RWD under the name of "RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 7, GRADY COUNTY, OKLAHOMA", said lands being described with more particularity as follows:

Grady County

- Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 6 North, Range 7 West;
- Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 5 North, Range 7 West;
- \ Sections 2, 3, 4, 5, 6, 8 and 9 in Township 4 North, Range 7 West;
- Sections 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 6 North, Range 8 West;
- Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 34, 35 and 36 in Township 5 North, Range 8 West; and
- \ Sections 1, 2, 3, 10 and 11 in Township 4 North, Range 8 West.

Caddo County

Sections 1, 2, 3, 10, 11, 12, 13, 14 and 15 in Township 5
 North, Range 9 West.

BOARD OF COUNTY COMMISSIONERS, GRADY COUNTY, OKLAHOMA

DOYLE PENDLEY

APPROVED:

HAYS & DABNEY

ROBERT J. HAYS, Attorney for Petitioners and District

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF GRADY COUNTY STATE OF OKLAHOMA

IN THE MATTER OF A PETITION FOR THE CONVERSION OF NINNEKAH WATER CORPORATION INTO A RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT.

No. _________

NOTICE OF HEARING OF PETITION TO CONVERT NINNEKAH WATER CORPORATION, AN OKLAHOMA NOT FOR PROFIT CORPORATION, INTO A RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT

TO: Petitioners for the conversion of Ninnekah Water Corporation, an Oklahoma not profit corporation, into a Rural Water, Sewer, Gas and Solid Waste Management District in Grady and Caddo Counties, Oklahoma; and all other persons residing or owning property within the proposed district and all rural residents thereof.

YOU, AND EACH OF YOU, are hereby notified that on the 27th day of April, 1992, a Petition to convert Ninnekah Water Corporation, an Oklahoma Not-For-Profit corporation, into a Rural Water Sewer, Gas and Solid Waste Management District in Grady and Caddo Counties, Oklahoma, was filed with the Board of County Commissioners in Grady County, Oklahoma, praying for the incorporation and organization of a Rural Water, Sewer, Gas and Solid Waste Management District pursuant to the Rural Water, Sewer, Gas and Solid Waste Management Districts Act, as amended (82 O.S. \$\$ 1324.30, et seq.), within the boundaries of an area described in said Petition and a public hearing on said Petition is set before said Board at the Grady County Courthouse, Chickasha, Oklahoma, on the 11 day of May, 1992, at 9:00 o'clock A.M.

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The territory to be embraced within the boundaries of the proposed District is described with more particularity as follows:

Grady County

- Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 6 North, Range 7 West;
- Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 5 North, Range 7 West;
- Sections 2, 3, 4, 5, 6, 8 and 9 in Township 4 North, Range 7 West;
- Sections 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 6 North, Range 8 West;
- Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 34, 35 and 36 in Township 5 North, Range B West; and
- Sections 1, 2, 3, 10 and 11 in Township 4 North, Range 8 West.

Caddo County

Sections 1, 2, 3, 10, 11, 12, 13, 14 and 15 in Township 5 North, Range 9 West.

YOU ARE FURTHER NOTIFIED to appear upon the date at the time and place of said hearings to show cause, if any there be, why said Petition should not be granted.

DATED this 27th day of April, 1992.

BETTY BALLARD, County Clerk Grady County, Oklahoma



RURAL ELECTRIC COOPERATIVE, INC. ELECTRICAL UTILITY EASEMENT

I-2012-014570 Book 4534 Pg. 535 09/21/201210:40 am Pg 0535-0536 Fee: \$15.00 Doc: \$0.00 Sharon Shoemake - Grady County Clerk State of Oklaholma

KNOW ALL MEN BY THESE PRESENTS: The undersigned owner(s)

for a good and valuable consideration, the receipt of which is hereby acknowledged, for themselves, their heirs, successors and assigns, do hereby grant unto RURAL ELECTRIC COOPI-RATIVE, INC., a corporation, herein called REC. P.O. Box 609, Lindsay, Oklahoma, 73052, and its successors and assigns, an electrical utility easement under and across, and the right to enter and exit the lands of owner(s) situated in Rody County, Oklahoma, more particularly described by legal description below.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all street, road or highway right-of-ways abuting said lands an electric distribution line or system whether above ground or below ground, and to cut, trim and/or kill trees, brush and other vegetation or to use or apply ecologically accepted means and products to kill trees and brush to the extent necessary to keep such growth clear of said electric line or system and from interfering with the operation or maintenance of said lines or related equipment and to cut down trees that are alive or dead which are weak, leaning or in such condition or position, whether below the lines or not, that could strike the lines, wires, poles and/or pole attachments or to interfere with the use of the easement by the REC. The parties recognize that continuing rights of the REC to clear around the lines, poles, guy wires, and anothers, is necessary and desirable to meet the obligations of REC and for the safety and best interest of the owners, the public and REC, its employees and agents.

It is further agreed and understood that REC will construct and maintain said electrical utility lines in compliance with the directives of the Rural Utility Services Administration and under Rules and Regulations of State and Federal Governmental bodies, agencies and commissions having authority over REC, but that REC will use said easement in such a manner as to minimize the interference to the use of the land of owner not inconsistent with this easement.

Those who have signed this Agreement as Owner covenant that they are the owners of the above described lands and that they have the right and authority to authorize and consent to the continued maintenance of the easement as herein set out.

The Owner shall hold harmless REC from all claims whatsoever nature or kind arising out of or as a result of any act in connection with the performance of the rights of REC under this easement.

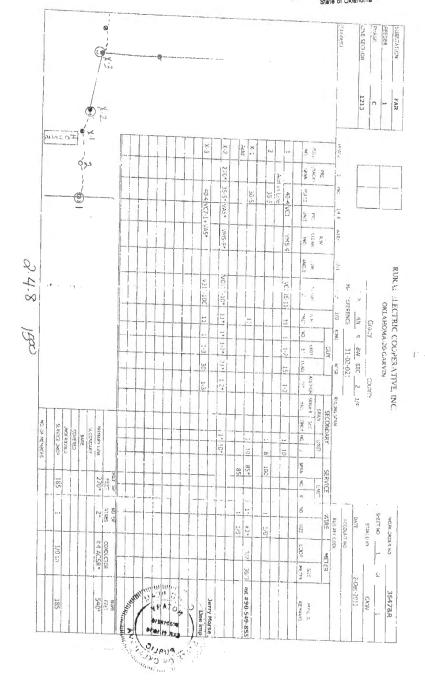
Entry on and exit from the property is hereby granted to allow REC to inspect, construct and maintain poles, lines and structures; add, replace or re-space wires and structures, both now and in the future, and to have access to and egress from the initial line and any changes to it as long as this easement is in effect.

In order to exercise the rights granted it, Rural Electric cooperative, Inc. its successors and assigns, shall have access to and along the lines constructed or laid pursuant to this easement over an area approximately one rod wide on each side of a centerline which runs between the poles upon which said lines are constructed or on each side of the line buried under this easement.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words in the masculine gender shall be construed to read in the feminine gender.

| Dated this 3 day of Dec. 20 . |
|--|
| LANDOWNERS |
| Hysband (Print Name) Sumature Meno |
| /) / Jighthale / / |
| Wife (Print Name) |
| |
| Gina C. Blam Guille Grint Name-Title) Supplier C- Beam |
| Work Order # 35474R Man # 31-02-021 Date 3 20 12 2011 |
| State of Oklahoma, County of: |
| The foregoing instrument was acknowledged before me this 3 Rel day of Del 20 // |
| |
| by: Jerry Morse and Glovia Managery husband and wife or poration on behalf of said Notary Public My commission and My commission and My commission and the commission |
| by: |
| corporation. |
| My commission My commission |
| THE OF OKLUM |
| The state of the s |

I-2012-014570 Book 4534 Pg 535 09/21/201210 40 am Pg 0535-0536 F86 \$15.00 Doc \$0.00 Sharon Shoremake: Grady County Clerk State of Oklahoms



Recorded in Book 722 Page 536

Raymond Bratcher and Mrs. Raymond Bratcher, his wife

To

Grady County Soil and Water Conservation District

EASEMENT

Dated: Dec. 19, 1961 Filed: Dec. 20, 1961

at 8:10 A.M.

Cons: \$1.00 & O.V.C. (For Construction and Impoundment Purposes)

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, We, Raymond Bratcher and Mrs. Raymond Bratcher, his wife of ---, Grantor, does hereby grant, bargain, sell, convey and release unto Grady County Soil and Water Conservation District of Chickasha, Okla. its successors and assigns Grantee, an easement in, over and upon the following described land situated in the County of Grady, State of Oklahoma, to wit:

 $N_2^{\frac{1}{2}}$ $S_2^{\frac{1}{2}}$ $NW_2^{\frac{1}{2}}$ of Section 19, T3N-R6W of the Indian Base and Meridian in Grady County, Okla.

for the purpose of:

For or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Flood Prevention Structure - Diversion Terraces with pipe outlet

Rush Creek Watershed

- 1. In the event construction of the above described works of improvement is not commenced within 60 mo. from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
- 2. This easement includes the rights of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land for the purpose of construction, the checking of operations, and the inspection and maintenance of the structure.
- 3. There is reserved to the Grantor, his heirs and assigns, the rights and privileges to use the above described land at any time, in any manner and for any purpose that does not interfere with construction, operations, maintenance and inspection of the structure.
 - 4. The rights and privileges herein granted are subject to all WASHITA VALLEY ABSTRACT CO.

CHICKASHA, OKLAHOMA

SHEET NO. 10

easement, rights-of-way, mineral reservations or other rights now outstanding in third parties.

- 5. The Grantee is responsible for operating and maintaining the above described works of improvement.
 - 6. Special provisions: - -

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns for so long as they should use said easement for the purpose described above.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 19th day of December, 1961.

> Raymond Bratcher Mrs. Raymond Bratcher

ACKNOWLEDGED: On this 19th day of December, 1961, appeared Raymond Bratcher and Mrs. Raymond Bratcher, husband and wife, before Raymond O. Gibbs, Notary Public in and for County of Grady, State of Oklahoma. (SEAL) Commission expires 2-23-1964.

Recorded in Book 542 Page 330

J. C. Washum and Delfie Washum, his

wife

RIGHT OF WAY AGREEMENT Dated: Oct. 30, 1950 Filed: Nov. 14, 1950

at 8:10 A.M. Cons: \$1.00 & O.V.C.

To

Oklahoma Natural Gas Company, a corporation

THIS AGREEMENT made and entered into by and between J. C. Washum and Delfie Washum, his wife hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor for and in consideration of the sum of \$1.00 and other valuable considerations to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line for the transportation of Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Grady State of Oklahoma, described as follows, to-wit:

Southwest quarter (SW/4) of Southeast quarter (SE/4) and South half (S/2) of Northwest quarter (NW/4) of Southeast quarter (SE/4) of Section 25, Township 5 N. Range 8 W.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
- 2. That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.
- 3. That the Grantee shall have the right at any time to change the size of its pipe line.
- 4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintaining operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

WASHITA VALLEY ABSTRACT CO.
(BONDED)
CHICKASHA, OKLAHOMA
SHEET NO.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, this 30th day of October, 1950.

J. C. Washum Delfie Washum

ACKNOWLEDGED:

On this 30th day of October, 1950, appeared J. C. Washum and Delfie Washum, his wife, before Raymond Richard Farrell, Notary Public in and for County of Kern, State of California.

(SEAL) Commission expires May 25, 1953.

WASHITA VALLEY ABSTRACT CO.
(BONDED)
CHICKASHA, OKLAHOMA
SHEET NO.....



BOOK 940 PAGE 10

38604

FORM 429 11-59

RIGHT OF WAY AGREEMENT

| THIS AGREEMENT, made and entered into by and between | lerry N. White |
|---|---|
| | |
| ereinafter called the Grantor, and OKLAHOMA NATURAL GAS CO | |
| | and other valuable considerations, the receipt of which is hereby cns, a permanent easement and right of way to lay, maintain, operate, relay ipment and other appyrtenant appliances, with the right of ingress and egress |
| and from the same, over and through certain lands situated in the Cou | inty of Grady |
| are of OKLAHOMA, and more particularly ident | ified and described as follows, to-wit: The S/2, SW/4 S |
| And the 5/2, SE/4 SW/4: 1 | Both being in Section 25-T5N-R80 |
| Also tract of Land 30ft | By 40ft. with Roadway to ANO |
| from Said tract being in th | e S/2 SW/4 SE/4 Section 25- |
| T5N- R8W. | |
| 3/2 SE/4 SW/4 - Being | Gout Lots 8 and 4 |
| | , |
| HIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FO | LLOWING: |
| That said Grantor is to fully use and enjoy said premises sub ot construct nor permit to be constructed any lakes, ponds, buildings r within ten feet of the pipe line of Grantee without the written con | ject to the easement rights hereby granted, but Grantor agrees that it will not other structures of a permanent nature upon or over said right of wanted. |
| | below surface of the ground so that the same will not interfere with the |
| That the Grantee shall have the right at any time to change the ther obstructions that may injure, endanger or interfere with the con- | e size of its pipe line and to cut, trim and keep clear all trees, brush at |
| 4. That the Grantee shall pay all damages to fences, crops, and perating, or removing said line of pipe. If not mutually agreed upon, ons, one thereof to be appointed by the owner of the premises, one b | premises, which may be suffered by reason of laying, relaying, maintainin said damages are to be ascertained and determined by three disinterested pey the Grantee, and the third by the two so appointed as aforesaid, and the |
| ward of two of such three persons shall be final and conclusive. This right of way grant contains all of the agreements and stimula | tions between the Grantor and Grantee with respect to the granting of sa |
| asement, and the same shall inure to the benefit of and be binding upon | on the Grantor and Grantee and their respective heirs, successors and assign |
| IN WITNESS WHEREOF, the undersigned have executed this r | ight of way agreement this 12 day of 11/1/2, 1973 |
| STATE OF ONLAHOMA SS. | Van 11 2 Lite |
| THIS INSTRUMENT WAS FILED FOR RECORD on the 20. day of April A.D., 197.3. | Ton's |
| | 0 |
| in Fco' Jo on Page LUNA MOLLETT, County Clerk | . 4 |
| By Useffeet Bocke Dopage | |
| STATE OF Oklahoma | |
| COUNTY OF Grady SS. | |
| Before me, the undersigned, a Notary Public, in and for the State Jerry N. White | aforesaid, on this 12 day of April , 1973, personally appear |
| | and foregoing instrument, and acknowledged to me that he executed t |
| Given trader my hand and seal of office the day and year last a | |
| Charles Company | ni role Dal |
| | Notary Public |
| My Commission Expires: | |
| Ognical Control | RECORDING DATA |
| R | |
| (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | |
| | • |
| Negotiated by | WHRYAL Rods 169 |
| | 164 1.0.523-20-91 R/W# |
| Line_[7-] | 107 J.O.S.C.S-EU-7/ R/W# |

Of

POOKIZED PAGE 102

PRODUCER'S GAS COMPANY

89925

RIGHT-OF-WAY AGREEMENT

THE UNDERSIONED(herein "Grantor" whether one or more) for a valuable consideration, the full receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, bargain, sell and convey unto PRODUCER'S GAS COMPANY, 4925 Greenville Avenue, Dallas, Texas 75206, a Texas Corporation, its successors, and assigns (herein the Company) the right of way and easement to lay, maintain, inspect, repair, replace, operate, protect and remove one pipeline for the transportation of natural gas and associated liquid hydrocarbons together with such other equipment and appurtenances as may be deemed necessary or useful by the Company in the construction, operation, and maintenance thereof in, upon, over, through and under the following described lands situated in Grady

County, State of Oklahoma:

A strip of land 75' wide across Lots 4 & 8 Section 25, T5N-R8W containing 82 lineal rods, more or less.

The width of said easement shall be <u>Seventy-five</u> feet (75') in width during construction and shall revert to a permanent width of <u>Iwenty-five</u> feet (25') thereafter.

STATE OF ORLAHOMS SS.
GMODY COMMON
THIS INSTRUMENT WAS FILED FOR RECORD
ON the 30. day of march AD. 198.1.
at. 9.40.0 clock. A. M. and duly recorded
IN Book. 12. 3.6. on page. 75.2.
BETTY BALLARD, County, Clerk
By. Betty. Ballauth. Deputy

GRANTOR shall have the full use and enjoyment of said lands except as to the rights herein granted to the Company. Said pipeline shall be buried below customary plow depth. The consideration herefore shall cover and the Company is hereby released from all liability for damages reasonable resulting from or incident to the original installation of said pipeline; provided, however, the claims for damages resulting from the gross negligence of the company or its contractors are not hereby released.

This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and no covenant or agreement not herein expressed shall be valid unless in writing and signed by Grantor and the Company. The rights of either party hereto may be assigned in whole or in part and all covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representative, successor and assigns of the parties hereto.

TO HAVE AND TO HOLD said right of way and easement unto the Company, its successors and assigns until said pipeline shall have been constructed and so long thereafter as a pipeline is maintained thereon and Grantor hereby binds himself, his heirs, legal representatives, successors and assigns to warrant and forever defend all and singular said right of way and easement unto the Company, its successors and assigns against all persons whomsoever may lawfully have claim or assert an interest therein or any part

| IN WITNESS WHEREOF, this agreement has been $19 80$ | executed theday of September |
|---|-----------------------------------|
| | Jany M. White |
| | Jerry N. White SS# 444-52-0266 |
| | |

Anadarko System GR - 21 800x1236 PAGE /53

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands hereby grant his consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him.

| EXECUTED this theday of | | |
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| | | |
| TATE OF Okla | _} ss. | |
| OUNTY OF Grady | | (Individuel-Otle., Ken., Nebr.) |
| On this 9EB day of Sept | ember | 19_80 before me, a Notary Public in and for said County |
| | | |
| | | ecuted the within and foregoing instrument and acknowledged to me ty act and deed for the uses and purposes therein set forth. |
| VITNESS my hand and official seal the day and | year first above written | ry act and deed for the uses and purposes therein set forth. |
| by Commission expires: My Commission Expires Apr. 17, 198 | , and all all all all all all all all all al | 0 ' |
| My Commission Evaluation | | Bru A Marie |
| O F.1,0 1 198 | 34 | Notary Public |
| D. C. C. | | |
| 7.5.4.0 E | | |
| rect is a second | | |
| | | |
| TATE OF | -1 | |
| OUNTY OF | SS. | (Individual-Okla., Kan., Nebr.) |
| On this day of | | 19, before me, a Notary Public in and for said County : |
| | | and and couted the within and foregoing instrument and acknowledged to me t |
| VITNESS my hand and official seal the day and | free and voluntar | y act and deed for the uses and purposes therein set forth. |
| VITNESS my hand and official seal the day and fy commission expires: | free and voluntar | V SCT and deed for the uses and |
| TITNESS my hand and official seal the day and | free and voluntar | y act and deed for the uses and purposes therein set forth. |
| TITNESS my hand and official seal the day and | free and voluntar | y act and deed for the uses and purposes therein set forth. |
| TITNESS my hand and official seal the day and | free and voluntar | y act and deed for the uses and purposes therein set forth. |
| VITNESS my hand and official seal the day and by commission expires: | year first above written. | y act and deed for the uses and purposes therein set forth. Notary Public |
| TITNESS my hand and official seal the day and y commission expires: | free and voluntar | y act and deed for the uses and purposes therein set forth. |
| TITNESS my hand and official seal the day and by commission expires: TATE OF | year first above written. | y act and deed for the uses and purposes therein set forth. Notary Public [Individual—Otla., Kan., Nabr.] |
| VITNESS my hand and official seal the day and by commission expires: FATE OF | year first above written. | Notary Public (Individual—Otla., Kan., Nabr.) 19 before me, a Notary Public in and for said County a |
| VITNESS my hand and official seal the day and by commission expires: FATE OF | year first above written. SS. | Notary Public Notary Public Notary Public Notary Publi |
| TITNESS my hand and official seal the day and by commission expires: "ATE OF | SS. | Vact and deed for the uses and purposes therein set forth. Notary Public (Individual—Otla., Kan., Nabr.) 19, before me, a Notary Public in and for said County and |
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BOOK 2007 1941 63

LUAGE AGREFMENT

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THIS LEASE ACRESMENT, made and entered into this 8th day of August 1968, by and between Leland E. & Larita R. Boren, (herein called "Lessor") and MECA NATURAL GAS Oklahoma Partnership, 7666 East 61 Street, Suite 370, Tulsa, Oklahoma 74133, (herein called "Lessee"), WITNESSETH:

l. Iessor hereby lets, leases and demises unto Lessee for the term of this Agreement, a tract of land in <u>Grady County</u>, Oklahoma more particularly described as follows:

A one acre site in the SE corner of the SE/4 SW/4 SE/4 of Section 25 T5N, R8w, I.M., Grady County, Oklahoma

- 2. The term of this agreement shall commence on the date hereof and shall continue year to year. Lessee may cancel this lease at any time and, upon cancellation, shall remove all equipment within thirty (30) days. Lessee shall pay in advance to Lessor on the date hereof an annual rental of \$200.00
- 3. The Lessee may, at the Lessee's option, erect, maintain and operate on said leased property, compressors, power lines, telephone lines, poles, tanks, pipes, pipelines, fixtures, security fence and gate, roads, and grant easements incident to the same, and the right to lay, maintain and operate and remove all necessary lines of pipe for water, gas, oil or liquefied petroleum gases, in, ever, upon and across said leased land, with full ingress and egress at all times, and the right to do and perform all other necessary acts and things to compress natural gas, and prevent the outbreak of fire or the spread thereof. Any and all fixtures and other property installed or placed on the leased property shall be and remain the property of Lessee. Lessee may at any and all times remove lines, fixtures and other property placed by it upon the leased property.
- 4. Lessee agrees that it will not suffer or permit, during the term hereby granted any mechanic's or other liens for work, labor, services or materials to attach to the real property hereinbefore described or to any portion thereof; and whenever and as often, if ever, as any such lien or liens shall be filed or shall attach, it will, within sixty (60) days thereafter, either pay the same or procure the cancellation thereof by giving security, or in such other manner as is, or may be prescribed by law. Lessee shall reimburse Lessor for all reasonable expenses and costs, including attorney fees, incurred by Lessor in defending against any such lien or claim or in clearing title to the leased property from any such lien or claim. Upon surrender, cancellation or termination of this lease, the Lessee agrees to remove all pipes, tanks, valves and other fixtures, and to level the surface of the lease premises, leaving the premises in a clean and usable condition as existed at the commencement of this lease.

STATE OF ORLANDMA
GRAPH COURTY
THIS INSTRUMENT WAS ENED FOR RECORD
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II. Display T. Jan and dwy recorded
in Box T. T. D. Dage ...
BETTY BALLARD, Company Clerk
BETTY BALLARD, Company Clerk
BETTY BALLARD, Company Clerk



BOOK 2007 31 64

- 5. Dessor covenants that Lessee shall have continuous peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire leased premises during the term of this lease.
- 6. Lessor agrees to pay all real property taxes levied on and attributable to the unimproved leased premises. Lessee shall pay the taxes on its improvements, equipment and other personal property owned or placed by it on the leased premises.
- $\,$ 7. Lessee agrees to pay for all utilities used by Lessee in and upon the leased premises.
- 8. Lessee shall not use the leased premises, or permit anything to be done in or about the premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulagated. Lessee shall, at its expense and cost, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements row in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises.
- 9. Lessor covenants and warrants that at the time of execution of this lease, Lessor is the owner of the demiced promises and has full right to lease the same for the term aforesaid, and will place Lessee in actual possession of the premises at the beginning of said term.
- 10. Lessee shall have the right and privilege to assign this lease or sublet said premises for the purposes set forth in paragraph 3, in whole or in part, to a financially responsible firm or entity.
- 11. Lessee agrees to indemnify, defend and hold Lessor harmless against any suit, claim or cause of action arising without negligence of Lessor and as a result of Lessee's business activities—on the demised premises, and to reimburse Lessee for any reasonable attorney fees or other expenses and costs incurred by Lesser in defending against any such suit, claim or cause of action.
- 12. It is agreed that Lessor shall not terminate this lease for or on account of the failure of Lessoe to pay the rental when due, or any installment thereof, or to comply with any other terms of this lease, without first giving Lessee written notice by certified mail of Lessor's intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If, during the thirty (30) day period, Lessee shall pay said rental installment or otherwise comply with the term or condition of the lesse as stated in said notice, then the right of the Lessor to cancel this lease for the cause mentioned shall cease and be of no effect.

800x2007 Park 65

- 13. This lease is made by and between the parties hereto with the express understanding and agreement that in the event Lessee becomes insolvent, or declared bankrupt, either voluntary or involuntary, or a receiver is appointed for Lessee, then in either event, Lessor may declare this lease ended, and all rights of Lessee shall thereupon terminate and cease, and Lessor shall be entitled to the immediate possession of the property.
- 14. It is further understood and agreed to by the parties that if as a result of the use of the leased premises by Lessee any damage or injury results to the remaining properties owned by Lessor, adjacent to the leased premises, or other properties farmed by Lessor, including, but not limited to, the land, soil, crops, water, building and improvements now or hereafter placed or located thereon, then Lessee shall be liable to Lessor for any and all such damage and injury suffered by Lessor, including all expenses, costs and attorney fees, reasonably incurred by Lessor in establishing and recovering such damages.
- 15. All notices provided for in this lease shall be given by certified mail, addressed to the parties at their addresses first above written, or at such other address of which either party shall notify the other.
- 16. This lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legatees, personal representatives, successors and assigns.

BOOK 2007 34 66

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals inxkxiplicate as of the dry and year first above written.

| 2 SEAL C | , /. |
|--|---|
| NOIANE | LESSOR |
| EGA ATTESE Subtant Figure 1 | MECA NATURAL GAS COMPANY By: Timothy A. Jurek President |
| STATE OF Indiana) COUNTY OF Itaut) ss. | LESSEE |
| executed the within and foregoing they excited the same as their framework and success set forth. | 1 Notary Public in and for the county 1977, personally known to be the identical persons who instrument and acknowledged to me that the and voluntary act and deed, for the |
| STATIONESS by hand and official s Z STATION STATION OF | Patry L. Smith Notary Public Address: Po Sopial |
| | Address: We say is |

STATE OF OKLAHOMA ss. BOOK 2007 FAIR 67 COUNTY OF Cleveland

On this 24th day of Argust, to me personally known, who, being by me duly sworn, did say that he is the Presider of MECA NATURAL CAS COMPANY, a partnership, and that the seal affixed to the foregoing instrument is the corporate seal of said partnership, and that said instrument was signed and scaled in behalf of said partnership by authority of its Board of Directors, and said Presider acknowledged said instrument to be the free act and deed of said partnership.

In testimony whereof, I have hereunto set $my\ hand\ and\ affixed\ my\ official\ seal\ at\ my\ office\ in\ said\ county\ and\ state\ the\ day\ and\ year\ last$

WITNESS my hand and official seal.

OTARL OF Commission expires: 0,4/5/1789

Notary Public Address: Nu Clar Sing 200

Tolande

MNGLFASE.AGT/1/KCMASTER/041488sf

| LAFORN HAITEAL CAS COMPA Church Way & Damages Dap | artment | 6 342 | 844 | 56 |
|--|--|--|--|------------------|
| x 371 lamy aklahomi 74102 | RIGHT OF WA | Y AGREEMENT | | |
| THIS AGREEMENT, made and e | entered into by and betweenLe | aland E. Boren and Lar | ita R. Boren, | husband |
| wife | | | | |
| | | | | |
| hereinafter called the Grantor, and ON | G TRANSMISSION COMPANY, a Divis | sion of ONEOK Inc., a Delaware corp | oration, hereinafter ci | alled the Grante |
| WITNESSETH, that said Grantor is hereby acknowledged, does hereby operate, relay and remove a pipe line, v | r, for and in consideration of \$ y grant to said Grantee, its successor with fittings, tie-overs, cathodic protec | 1.00 and other valuable | considerations, the | receipt of which |
| ere egress to and from the same, ov | ver and through certain lands situate | ed in the County of Gra | | |
| State of Oklahoma | , and more part | icularly identified and described as | s follows to-witT! | he North |
| 20 feet of the South | 53 feet of the SE/4 SW | /4 and the SW/4 SE/4 c | of Section 25 | T5N-R8W. |
| | TE OF OKLAHOMA | | | |
| 0045 | DY COUNTY \$5. | | | * |
| on the | 210 elejack A. M. and duly recorded | | | |
| in B | on 32 26. on page 34. | | | |
| N | Marily al Mallaurth Deputy | | - | |
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| HE RIGHT OF WAY GRANT IS MADE | SUBJECT TO THE FOLLOWING | | | C. |
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| DUNTY OF William | 1 | Lafita R. Bo | ren | 192 |
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| Before me The undersigned, a Notice of the Control | ery Publican and for the State aform who executed the within and act and deed, for the uses and purp | esaid, on this day of foregoing instrument, and acknowle | Fan de | 19. |
| Before me The undersigned, a Notice of the Control | ary Publican and for the State atom | esaid on this day of foregoing instrument, and acknowled poses therein set forth. | ren | x. executed |
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RURAL ELECTRIC COOPERATIVE, INC. 1-2008-017457 Book 4126 Pg. 169 ELECTRICAL UTILITY EASEMENT

10/14/2006 9:49 am Pg 0169-0170 Fee: \$ 15.00 Doc: \$ 0.00 \$ 0 00 Sharon Shoemake - Grady County Clerk State of Oktahoma

KNOW ALL MEN BY THESE PRESENTS: The undersigned owner(s)

for a good and valuable consideration, the receipt of which is hereby acknowledged, for themselves, their heirs, successors and assigns, do hereby grant unto RURAL ELECTRIC COOPERATIVE, INC., a corporation, herein called REC, P.O. Box 609, Lindsay, Oklahoma, 73052, and its successors and assigns, an electrical utility easement under and across, and the right to enter and exit the lands of owner(s) situated in fraudy. County, Oklehoma, more particularly described by legal description below: Section 25 township SN Range 8W SW Quarter

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all street, road or highway right-of-ways abutting said lands an electric distribution line or system whether above ground or below ground, and to cut, trim and/or kill trees, brush and other vegetation or to use or apply ecologically accepted means and products to kill trees and brush to the extent necessary to keep such growth clear of said electric line or system and from interfering with the operation brush to the extent necessary to keep such growth clear of said electric line or system and from interfering with the operation or maintenance of said lines or related equipment and to cut down trees that are alive or dead which are weak, leaning or in such condition or position, whether below the lines or not, that could strike the lines, wires, poles and/or pole attachments or to interfere with the use of the essement by the REC. The parties recognize that continuing rights of the REC to clear around the lines, poles, guy wires, and anchors, is necessary and desirable to meet the obligations of REC and for the safety and best interest of the owners, the public and REC, its employees and agents.

It is further agreed and understood that REC will construct and maintain said electrical utility lines in compliance with the directives of the Rural Utility Services Administration and under Rules and Regulations of State and Federal Governmental bodies, agencies and commissions having authority over REC, but that REC will use said easement in such a manner as to minimize the interference to the use of the land of owner not inconsistent with this easement.

Those who have signed this Agreement as Owner covenant that they are the owners of the above described lands and that they have the right and authority to authorize and consent to the continued meintenance of the casement as herein set out.

The Owner shall hold harmless REC from all claims whatsoever nature or kind arising out of or as a result of any act in connection with the performance of the rights of REC under this easement.

Entry on and exit from the property is hereby granted to allow REC to inspect, construct and maintain poles, lines and structures; add, replace or re-space poles; add, replace or re-space wires and structures, both now and in the future, and to have access to and egress from the initial line and any changes to it as long as this easement is in effect.

In order to exercise the rights granted it, Rural Electric cooperative, Inc. its successors and assigns, shall have access to and along the lines constructed or laid pursuant to this easement over an area approximately one rod wide on each side of a aroug me miss consultation or later persuant to this easement over an area approximately one too, write on each side of a centerline which runs between the poles upon which said lines are constructed or on each side of the line buried under this

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words in the masculine gender shall be construed to read in the feminine gender.

| Dated this day of June | 2004 |
|--|--------------------------------------|
| LANDOWNERS | |
| Fred W. Motes | Signature C. Michala |
| Eddie C. Nichols (Print Name) | |
| REC Representative (Print Name/Title) | Signature Signature |
| Work Order # 1533+12 Map # 27-15-18 State of Oklahorna, County of: | Date 31 may 07 |
| | his 15th day of June 2004. |
| by: | |
| by Fred Motes and | Eddie Nichols |
| by: Preside | nt of on behalf of said corporation. |
| Notary Public Commission # 03009384 | My commission expires: 06-31-07 |
| Grady Co. C. M. Inst. | |

i-2008-017457 Book 4128 Pg: 170 10/14/2008 9 49 am Pg 0169-0170 Fee: \$15.00 Doc: \$ 0.00 Sharon Shoemake - Grady County Clerk State of Oldshoma

