SCHEDULE B-SECTION II

The Certificate of Title contains the following easements and exceptions, which affect the real property, described in Schedule A, Exhibit A.

- 1. Title to the minerals within and underlying the subject premises; oil and gas leases and mineral grants affecting the subject premises; all rights, interest and privileges appurtenant thereto.
- 2. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
- 3. Lease Agreement dated April 11, 1997, filed July 28, 1999 in Volume 1028, Page 256, in Beaver County; and, Volume 547, page 87, in Harper County, in favor of Willis Christian for a term of 10 years from the date of the agreement with an option for an additional five (5) years, covering all of the captioned lands.
- 4. EASEMENTS OF RECORD: <u>The FOLLOWING ARE LISTED BY TRACTS PER THE SALE BILL:</u>

Tract #1- Beaver County NE/4 & N/2 SE/4 Lying North of Beaver River - Sec. 23-4N-28ECM

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- A. Easement dated May 16 1960, filed July 21, 1960 in Volume 212, page 640, in favor of Transwestern Pipeline Company, across NE/4; S/2 SEC. 23-4N-28ECM, and other lands.
- B. Easement dated June 7, 1963, filed not legible in Volume 267, page 296, in favor of Transwestern Pipeline Company, across NE/4 Sec. 23-4N-28ECM.

Tract #1- Harper County:
Lots One (1), Two (2), Three (3) and Four (4), Sec. 21-27N-26WIM
NW/4 Sec. 22-27N-26WIM
Pt SW/4 Sec. 22-27N-26W; and Pt NW/4 Sec. 27-27N-26W, lying N. Center line of Beaver River.

- A. Right of way dated June 13, 1959, filed July 23, 1959, in Book 125, Page 157, in favor of Michigan Wisconsin Pipe Line Company, covering NW/4 Sec. 22; and other lands.
- B. Right of Way Agreement dated August 10, 1959, filed August 31, 1959 in Book 125, Page 645, in favor of Colorado Interstate Gas Company covering NW/4 Sec. 22-27N-26WIM.
- C. Right of way Agreement dated October 15, 1959, filed November 5, 1959 in Book 128, page 18, in Colorado Interstate Gas Company, covering NW/4 Sec. 22 & Lots 1 & 2, in Section 21, all in 27N-26WIM.

SCHEDULE B-SECTION II

- D. Right of Way Contract dated February 1, 1960, filed February 10, 1960, in Book 128, page 406, in favor of Michigan Wisconsin Pipe Line Company, covering NW/4 Sec. 22; and SW/4 Sec. 15, all in T27N-26WIM.
- E. Easement dated August 31, 1959, filed September 28, 1959, in Book 126, page 320, in favor of Colorado Interstate Gas Co., covering SE/4 & N/2 SW/4 Sec. 22-27N-26WIM.
- F. Right of way dated April 18, 1960, filed May 11, 1960, in Book 130, Page 397, in favor of Michigan Wisconsin Pipe Line Company, covering Lots 1 & 2 Sec. 21; and N/2 Sec. 22, in T27N-26WIM.
- G. Correction Easement dated May 31, 1966, filed May 31, 1966 in Book 178, page 70, in favor of Colorado Interstate Gas Co., covering SE/4 Sec. 22-27N-26WIM; and N/2 SW/4 Sec. 23-27N-26WIM.
- Right of way Agreement dated April 27, 1992, filed Sept. 8, 1992, in Book 474, page
 656, in favor of Colorado Interstate Gas Company, covering NW/4 Sec. 22-27N-26WIM.
- I. Right of Way Easement dated May 21, 1997, filed July 14, 1991 in Book 526, page 544, in favor of Northwestern Electric Cooperative Inc., covering Section 27-27N-26WIM.
- J. Easement dated December 20, 1999, filed May 1, 2000, in Book 555, page 406, in favor of Costal Field Services, covering N/2 SW/4 Sec. 22-27N-26WIM.
- K. Easement and/or Right of Way Agreement dated April 13, 2001, filed August 8, 2001, in Book 566 page 359, in favor of CIG Field Services Company, covering Lots 1, 2, 3 & 4, Sec. 21-27N-26WIM.
- L. Easement and/or Right of Way Agreement dated December 31, 2001, filed June 21, 2002, in Book 574, page 574, in favor of CIG Field Services Company, covering W/2 NE/4 & NW/4 Sec. 27-27N-26WIM.

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SCHEDULE B-SECTION II

Tract #2 – Beaver County SE/4, lying South of Beaver River – Sec. 23-4N-28ECM; N/2 NE/4 Sec. 26-4N-28ECM

A. Easement dated May 16 1960, filed July 21, 1960 in Volume 212, page 640, in favor of Transwestern Pipeline Company, across N/2 NE/4 Sec. 26-4N-28ECM, and other lands.

Tract #2 — Harper County
Lots 1, 2 & 3 Sec. 28-27N-26WIM
NW/4, lying South of the Beaver River; and N/2 SW/4 Section 27-26N-26WIM

- A. Right of Way Easement dated May 21, 1997, filed June 14, 1991, in Book 526, page 544, in favor of Northwestern Electric Cooperative, Inc., covering Section 27-27N-26WIM.
- Easement and/or Right of Way Agreement dated December 31, 2001, filed June 21, 2002, in Book 574, page 574, in favor of CIG Field Services Company, covering W/2 NE/4 & NW/4 Sec. 27-27N-26WIM.

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SCHEDULE B-SECTION II

TRACT #3 -

Pt SW/4 SECTION 22 SE/4 SECTION 22 Pt SW/4 SECTION 23 PT NW/4 SECTION 26

N/2 SECTION 27, LYING NORTH OF THE CENTER LINE OF THE BEAVER RIVER

- A. Right of Way Agreement dated April 3, 1959, filed April 24, 1959 in Book 123, page 439, in favor of Colorado Interstate Gas Company, covering N/2 NE/4 Sec. 34; SE/4 & W/2 NE/4 Sec. 27; and NW/4 Sec. 24; and Se/4 Sec. 23, all in 27N-26WIM.
- B. Easement dated April 21, 1959, filed May 11, 1959 in Book 124, page 44, in favor of Colorado Interstate Gas Co., covering SE/4 Sec. 22-27N-26WIM; and, N/2 and SW/4 Sec. 23-27N-26WIM.
- C. Easement dated June 30, 1959, filed July 23, 1959 in Book 125, page 140, in favor of Michigan Wisconsin Pipe Line Co., covering E/2 Sec. 22-27N-26WIM.
- D. Easement dated June 30, 1959 filed July 23, 1959, in Book 125, page 143, in favor of Michigan Wisconsin Pipe Line Co., covering SW/4 Sec. 23-27N-26WIM.
- F. Easement dated June 30, 1959 filed July 23, 1959, in Book 125, page 146, in favor of Michigan Wisconsin Pipe Line Co., covering N/2 NW/4 Sec. 26-27N-26WIM.
- G. Easement dated August 31, 1959, filed Sept. 28, 1959, in Book 126, page 320, in favor of Colorado Interstate Gas Co., covering SE/4 & N/2 SW/4 Sec. 22-27N-26WIM.
- H. Correction Easement dated May 31st, 1966, filed not legible, in Book 178, page 70, in favor of Colorado Interstate Gas Co., covering Se/4 Sec. 22-27N-26WIM; and N/2 & SW/4 Sec. 23-27N-26WIM.
- Easement dated November 1, 1966, filed November 21, 1966, in Gook 182, page 95, in favor of ColoradoInterstate gas Company, covering W/2 SE/4 Sec. 22-27N-26WIM.
- J. Easement dated February 18, 1986, filed April 14, 1986 in Book 387, page 293, in favor of Colorado Interstate Gas Company, covering Pt SE/4 of Section 22-27N-26WIM.
- K. Easement dated May 7, 1989, filed June 22, 1989 in Book 432, page 357, in favor of Tidemark Exploration Inc., covering NW/4 Sec. 26-27N-26WIM.
- L. Easement dated May 3, 1991, filed July 1, 1991 in Book 460, page 841, in favor of Tidemark Exploration Inc., covering SW/4 Sec. 23; N/2 NW/4 Sec. 26; and, NE/4 NE/4 Sec. 27, all in T-27N-26WIM.
- M. Easement and/or Right of way Contract dated November 2, 1993, filed March 28, 1994 in Book 494, Page 292, in favor of JMA Resources, Inc, covering NW & NE of Sec. 26-27N-26WIM.

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SCHEDULE B-SECTION II

- N. Easement and/or right of Way Agreement dated December 31, 2001, filed June 21, 2002, in Book 574, page 574, in favor of CIG Field Services Company, covering W/2 NE/4 & NW/4 of Sec. 27-27N-26WIM.
- O. Right of Way Easement dated May 21, 1997, filed June 14, 1991, in Book 526, page 544, in favor of Northwestern Electric Cooperative, Inc., covering Section 27-27N-26WIM.
- P. Easement dated December 20, 1999, filed May 1, 2000 in Book 555, page 406, in favor of Costal Field Services, covering N/2 SW/2 Sec. 22-27N-26WIM.
- Q. Right of Way Grant dated Sept. 1, 2006, filed September 15, 2006, in Book 617, page 74, in favor of Regency Midcon Gas LLC, covering SE/4 of Sec. 22-27N-26WIM.

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SCHEDULE B-SECTION II

TRACT #4 —
Pt S/2 Section 26, lying South & West of the Beaver River
Pt S/2 SE/4 Section 27, lying South of the Beaver River
Pt N2 SW/4 Section 27
SE/4 Section 27, lying South of the Beaver River
N/2 NE/4 Section 34
N/2 NW/4 Section 35
W/2 NE/4 Section 35, lying West of the Beaver River

- A. Right of Way Agreement dated April 3, 1959, filed April 24, 1959 in Book 123, page 439, in favor of Colorado Interstate Gas Company, covering N/2 NE/4 Sec. 34; SE/4 & W/2 NE/4 Sec. 27; and NW/4 Sec. 24; and SE/4 Sec. 23, all in 27N-26WIM.
- B. Right of Way Easement dated May 21, 1997, filed June 14, 1991, in Book 526, page 544, in favor of Northwestern Electric Cooperative, Inc., covering Section 27-27N-26WIM.
- C. Easement and/or Right-of-Way Agreement dated December 31, 2001, filed August 21, 2002, in Book 574, page 574, in favor of CIG Field Services Company, covering W/2 NE/4 & NW/4 Sec. 27-27N-26WIM.

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SCHEDULE B-SECTION II

Tract #5
S/2 NW/4 of Section 25
S/2 NE/4 of Section 25
SW/4 Section 25
SE/4 of Section 25, lying North of the Beaver River
Pt of the E/2 SE/4 of Section 26
NE/4 of Sec. 35, lying West and North of the Beaver River
N/2 of section 36, lying North of the Beaver River

- A. Easement dated June 30, 1959, filed July 23, 1959 in Book 125, Page 134, in favor of Michigan Wisconsin Pipe Line Co., covering E/2 Section 36-27N-26WIM.
- B. Easement dated June 13, 1959, filed July 23, 1959, in Book 125, page 157, in favor of Michigan Wisconsin Pipe line Company, covering NW/4 Sec. 22; NE/4 & E/2 SE/4 sec. 26; SE/4 Sec. 23; and S/2 SW/4 and NW/4 SW/4 Sec. 25, all in T27N-26WIM.
- C. Right of way Contract dated June 16, 1959, filed July 23, 1959 in Book 125, page 159, in favor of Michigan Wisconsin Pipe Line Company, covering the NW/4 of Section 36-27N-26WIM.
- D. Easement dated May 3, 1960, filed May 18, 1960, in Book 130, page 497, in favor of Transwestern Pipeline Co., covering E/2 Sec. 36-27N-26WIM.
- E. Easement dated May 10, 1960, filed May 31, 1960, in Book 131, page 98, in favor of Transwestern Pipeline Company, covering NE/4 Sec. 26-27N-26WIM.
- F. Easement dated May 16, 1960, filed July 27, 1960 in Book 132, page 477, in favor of Transwestern Pipeline Company, covering SE/4 SE/4 Sec. 35; SW/4 Sec. 36; SE/4 Sec, 25; and S/2 NW/4 Sec. 25, all in 27N-26WIM, and other lands.
- G. Easement dated June 21, 1961, filed July 7, 1961 in Book 142, Page 153, in favor of Michigan Wisconsin Pipe Line Co., covering Pt E/2 Sec. 36-27N-26WIM.
- H. Right of way Contract dated June 26, 1961, filed July 7, 1961 in Book 142, page 156, in favor of Michigan Wisconsin Pipe Line Company, covering the NW/4 of Section 36-27N-26WIM.
- I. Right of way Contract dated June 26, 1961, filed July 20, 1961 in Book 142, page 355, in favor of Michigan Wisconsin Pipe Line Company, covering the NW/4 of Section 36-27N-26WIM.
- J. Right of Way contract dated June 23, 1961, filed August 16, 1961, in Book 143, page 59, in favor of Michigan Wisconsin Pipe line Company, covering S/2 SW/4 & NW/4 SW/4 Sec. 25; NE/4 & E/2 SE/4 Sec. 26, all in T27N-26WIM.
- K. Easement dated October 11, 1968, filed November 1, 1968, in Book 197, page 383, in favor of Colorado Interstate Corporation, covering NE/4 Sec. 23-2N-26WIM.

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SCHEDULE B-SECTION II

- L. Right of Way Agreement dated December 30, 1968, filed January 23, 1961, in Book 198, page 628, in favor of Colorado Interstate Corporation, covering S/2 NW/4 Sec. 25-27N-26WIM.
- M. Right of Way and Easement dated July 21, 1989, in Book 435, page 542, in favor of CNG Producing Company, covering S/2 Sec. 25-27N-26WIM.
- Easement and/or Right of Way dated June 5, 1995, filed May 2, 1996 in Book 514, page
 in favor of Continental Natural Gas, Inc., covering S/2 Sec., 25-27N-26WIM.
- O. Easement and/or Right of Way dated June 5, 1995, filed May 2, 1996 in Book 514, page 64, in favor of Continental Natural Gas, Inc., covering S/2 Sec., 25-27N-26WIM.
- P. Easement and/or Right of Way dated June 5, 1995, filed May 2, 1996 in Book 514, page 69, in favor of Continental Natural Gas, Inc., covering S/2 Sec., 25-27N-26WIM.
- Q. Easement and/or Right of way Agreement dated October 5, 1999, filed Feb. 14, 2000, in Book 551, page 618, in favor of GPM Gas Corporation, covering NW/4 & SW/4 Sec. 25-27N-26WIM.

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SCHEDULE B-SECTION II

Tract #6 — S/2 SE/4 of Section 25, lying South of the Beaver River S/2 NE/4 of Section 35, lying South of the Beaver River SE/4 SE/4 & N/2 SE/4 & NE/4 SW/4 SEC 35 N/2 Section 36, lying South of the Beaver River S/2 Section 36

- A. Easement dated June 30, 1959, filed July 23, 1959 in Book 125, Page 134, in favor of Michigan Wisconsin Pipe Line Co., covering E/2 Section 36-27N-26WIM.
- B. Right of way Contract dated June 16, 1959, filed July 23, 1959 in Book 125, page 159, in favor of Michigan Wisconsin Pipe Line Company, covering the NW/4 of Section 36-27N-26WIM.
- C. Easement dated May 3, 1960, filed May 18, 1960, in Book 130, page 497, in favor of Transwestern Pipeline Co., covering E/2 Sec. 36-27N-26WIM.
- D. Easement dated May 16, 1960, filed July 27, 1960 in Book 132, page 477, in favor of Transwestern Pipeline Company, covering SE/4 SE/4 Sec. 35; SW/4 Sec. 36; SE/4 Sec, 25; and S/2 NW/4 Sec. 25, all in 27N-26WIM, and other lands.
- E. Easement dated June 21, 1961, filed July 7, 1961 in Book 142, Page 153, in favor of Michigan Wisconsin Pipe Line Co., covering Pt E/2 Sec. 36-27N-26WIM.
- F. Right of way Contract dated June 26, 1961, filed July 7, 1961 in Book 142, page 156, in favor of Michigan Wisconsin Pipe Line Company, covering the NW/4 of Section 36-27N-26WIM.
- G. Right of way Contract dated June 26, 1961, filed July 20, 1961 in Book 142, page 355, in favor of Michigan Wisconsin Pipe Line Company, covering the NW/4 of Section 36-27N-26WIM.
- Right of way Agreement dated January 29, 1975, filed Feb. 12 1979 in Book 253, page 104, in favor of Colorado Interstate Corporation, covering SW/4 Sec. 36-27N-26WIM.
- I. Right of way Contract dated June 3, 1975, filed August 18, 1975 in Book 258, page 252, in favor of Michigan Wisconsin Pipe Line Company, covering NE/4 SE/4 Sec. 35; and SW/4 Sec. 36-27N-26WIM.
- J. Right of Way and Easement dated July 21, 1989, in Book 435, page 542, in favor of CNG Producing Company, covering S/2 Sec. 25-27N-26WIM.
- K. Easement dated June 3, 1999, filed January 31, 2000, in Book 551, page 432, in favor of GPN Gas Corporation, covering SE/4 Sec. 36-27N-26WIM.

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SCHEDULE B-SECTION II

Tract #7 —
S/2 Section 23
N/2 Section 26
S/2 Section 26, lying North of the Beaver River

- A. Right of Way Agreement dated April 3, 1959, filed April 24, 1959 in Book 123, page 439, in favor of Colorado Interstate Gas Company, covering N/2 NE/4 Sec. 34; SE/4 & W/2 NE/4 Sec. 27; and NW/4 Sec. 24; and SE/4 Sec. 23, all in 27N-26WIM.
- B. Easement dated April 21, 1959, filed May 11, 1959 in Book 124, page 44, in favor of Colorado Interstate Gas Co., covering SE/4 Sec. 22-27N-26WIM; and, N/2 and SW/4 Sec. 23-27N-26WIM.
- C. Right of Way Agreement dated May 25, 1959, filed July 12, 1959 in Book 124, page 321, in favor of Colorado Interstate Gas Company, covering SW/4 Sec. 13; and NE/4 Sec. 26, all in 27N-26WIM.
- D. Easement dated June 30, 1959, filed July 23, 1959 Book 125, page 143, in favor of Michigan Wisconsin Pipe Line Co., covering SW/4 Section 23-27N-26WIM.
- E. Easement dated June 30, 1959 filed July 23, 1959, in Book 125, page 146, in favor of Michigan Wisconsin Pipe Line Co., covering N/2 NW/4 Sec. 26-27N-26WIM.
- F. Easement dated June 13, 1959, filed July 23, 1959, in Book 125, page 157, in favor of Michigan Wisconsin Pipe line Company, covering NW/4 Sec. 22; NE/4 & E/2 SE/4 sec. 26; SE/4 Sec. 23; and S/2 SW/4 and NW/4 SW/4 Sec. 25, all in T27N-26WIM.
- G. Right of Way Contract, dated March 25, 1960, filed April 7, 1960, in Book 129, Page 483, in favor of Michigan Wisconsin Pipe Line Company, covering SE/4 Sec. 23; and W/2 SW/4 Sec. 24, all in 27N-26WIM.
- H. Right of Way contract dated June 23, 1961, filed August 16, 1961, in Book 143, page 59, in favor of Michigan Wisconsin Pipe line Company, covering S/2 SW/4 & NW/4 SW/4 Sec. 25; NE/4 & E/2 SE/4 Sec. 26, all in T27N-26WIM.
- I. Right of Way Agreement dated November 30, 1961, filed December 27, 1961, in Book 145, page 378, in favor of Michigan Wisconsin Pipe Line Company, covering NE/4 Sec. 26-2N-26WIM.
- J. Correction Easement dated May 31st, 1966, filed not legible, in Book 178, page 70, in favor of Colorado Interstate gas Co., covering Se/4 Sec. 22-27N-26WIM; and N/2 & SW/4 Sec. 23-27N-26WIM.
- K. Easement dated May 7, 1989, filed June 22, 1989 in Book 432, page 357, in favor of Tidemark Exploration Inc., covering NW/4 Sec. 26-27N-26WIM.
- L. Easement dated May 3, 1991, filed July 1, 1991 in Book 460, page 841, in favor of Tidemark Exploration Inc., covering SW/4 Sec. 23; N/2 NW/4 Sec. 26; and, NE/4 NE/4 Sec. 27, all in T-27N-26WIM.

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SCHEDULE B-SECTION II

- M. Easement and/or Right of way Agreement dated November 2, 1993, filed March 24, 1994, in Book 494, page 292, in favor of JMA Resources, Inc., covering NE/4 & NW/4 Sec, 26-27N-26WIM.
- N. Cathodic Facilities Easement dated October 19, 2000, filed February 16, 2001, in Book 562, page 340, in favor of GPM Anadarko Gathering Company, LLC, covering NE/4 Sec. 26-27N-26WIM.
- O. Right of Way Agreement dated June 6, 2001, filed August 8, 2001, in Book 566, page 362, in favor of CIT Field Services Company, covering the NW/4 SE/4 of Sec. 26-27N-26WIM.
- P. Easement and/or Right of Way Agreement dated May 19,2001, filed August 8, 2001, in Book 566, page 366, in favor of CIG Field Services Company, covering SW/4 SE/4 Sec. 26-27N-26WIM.

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SCHEDULE B-SECTION II

Tract #8 -

NW/4 Sec. 13 – 27N-26WIM Pr SW/4 Sec. 12, lying South of HWY 64

- A. Report of Commissioners, dated July 28, 1936, filed August 24, 1936 in Book 15M, page 512, in favor of the State of Oklahoma, ex rel State Highway Commission of the State of Oklahoma, covering a strip, piece pr parcel of land lying in the SW/4 of Section 12-27N-26WIM, being described by metes and bounds and containing 4.25 acres, more or less for the purpose of construction of a public highway.
- B. Easement dated April 26, 1934, filed July 13, 1934, in Book 25 of Deeds, Page 470, in favor of the State Highway Commission, covering a strip, piece or parcel of land lying in the S/2 SW/4 of Section 12-27N-26WIM, containing 5.81 acres, for construction of U.S. Highway No. 64.
- C. Dedication Deed dated May 27, 1952, filed June 24, 1952, in Book 76, page 190, in favor of the State of Oklahoma, covering a strip, piece, or parcel of land lying in the W/2 NW/4 and W/2 SW/4, lying North of the M.K. & T. Railroad in Section 12-27N-267WIM, being described by metes and bounds and covering 3.16 acres, for new right-of-way.
- D. Right of Way contract dated February 10, 1961, filed April 3, 1961 in Book 138, page 663, in favor of Michigan Wisconsin Pipe Line Company, covering All Section 13; and other lands in T27N-R26WIM.
- E. Pipeline easement dated November 19, 1974 filed December 3, 1974 in Book 250, page 621, in favor of Northern National Gas Company, covering SW/4 Section 12-27N-26WIM.
- F. Right of Way Agreement dated April 29, 1988, filed June 3, 1988, in Book 416, page 28, in favor of Donald C. Slawson, Oil Producer, covering part of Sec. 13-27N-26WIM.
- G. Right of Way Agreement dated May 6, 1988, filed June 3, 1988, in Book 416, page 31, in favor of Donald C. Slawson, Oil Producer, covering part of Sec. 13-27N-26WIM.
- H. Measuring Station Easement dated June 21, 1988, filed July 1, 1988 in Book 417, page 405, in favor of Northern Natural Gas Company, Division of Enron Corp., covering the SW/4 of Section 12-27N-26WIM.

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SCHEDULE B-SECTION II

- I. Right of Way Agreement, dated February 23, 1993, filed February 25, 1993, in Book 480, page 268, in favor of Marlin Oil Co., covering 126.67 linear rods for construction of pipeline located in Section 12-27N-26WIM.
- J. Right of Way Agreement dated Feb. 23, 1993, filed February 25, 1993 in Book 480, page 270, in favor of Marlin Oil Co, covering 60 rods located in Section 12-27N-26WIM.

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SCHEDULE B-SECTION II

Tract #9
NE/4 lying South of Highway 64 in Section 13
S/2 Section 13

- A. Grant of Easement or Right of Way, dated December 27, 1922, filed February 19, 1923, in Book 34, page 98, in favor of Wichita Falls & Northwestern Railway Company, covering strip 100 feet wide across Section 13-27N-26WIM, should said easement or right of way cease to be used for the purposes herein granted, the same shall revert to the State of Oklahoma or assigns and all rights and privileges herein granted shall thereupon cease and terminate.
- B. Report of Commissioners in Case No. 3552 of the District Court of Harper County, styled "State of Oklahoma, ex rel J. Berry King Attorney General, Plaintiff vs. Henrietta Buck, Executrix of the Estate of John B. Buck, Deceased. Defendant" whereby the State of Oklahoma received a strip, piece or parcel of land lying in the N/2 Section 13-27N-26WIM, said parcel of land being a right of way for Oklahoma State Aid Project No. 869-B, being described by metes and bounds and containing 10.14 acres, more or less.
- C. Right of Way Agreement dated May 25, 1959, filed July 12, 1959 in Book 124, page 321, in favor of Colorado Interstate Gas Company, covering SW/4 Sec. 13; and NE/4 Sec. 26, all in 27N-26WIM.
- D. Right of Way contract dated February 10, 1961, filed April 3, 1961 in Book 138, page 663, in favor of Michigan Wisconsin Pipe Line Company, covering All Section 13; and other lands in T27N-R26WIM.
- E. Right of Way Agreement dated May 6, 198, filed June 3, 1988, in Book 416, page 31, in favor of Donald C. Slawson, Oil Producer, covering part of Sec. 13-27N-26WIM.
- F. Right of Way Agreement dated April 29, 1988, filed June 3, 1988, in Book 416, page 28, in favor of Donald C. Slawson, Oil Producer, covering pt of Sec. 13-27N-26WIM.

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SCHEDULE B-SECTION II

TRACT #10 – BEAVER COUNTY: E/2 SE/4 SECTION 10 N2 NE/4 SECTION 11; S/2 SECTION 11; N/2 SECTION 14; N2 SE/4 SEC. 14

- A. Right Of Way Contract dated April 18, 1960 recorded May 19, 1960, in Volume 210, page 156, in favor of Michigan Wisconsin Pipe Line Company, across the E/2 SE/4 Sec. 10; and SW/4 Sec. 11; N/2 Sec. 14-4N-28ECM.
- B. Easement dated May 16 1960, filed July 21, 1960 in Volume 212, page 640, in favor of Transwestern Pipeline Company, across NE/4; E/2 NW/4; SE/4; E/2 SW/4 Sec. 14; and S/2 Sec. 11-4N-28ECM.
- C. Right of Way Agreement dated April 28, 1980, filed June 19, 1980, in Book 310, page 41, in favor of Colorado Interstate Gas Company, covering Pt S/2 NW/4 Sec. 10-27N-26WIM.
- D. Right of Way Agreement dated July 30, 1986, filed August 20, 1986 in Vol. 719, page 684, in favor of Prairie States Gas Company, across E/2 SE/4 Sec. 10; and S/2 Sec. 11, all in 4N-28ECM.
- E. Right of Way and Easement dated December 5, 1994, filed March 20, 1995 in Vol. 943, Page 48, in favor of Vintage pipeline, Inc., covering W/2 Sec.14; and SW/4 Sec. 11, all in 4N-28ECM.
- F. Right of Way Agreement dated January 7, 1960, filed January 15, 1960, in Vol. 205, Page 635, in favor of Colorado Interstate Gas Company, covering E/2 Sec. 14-4N-28ECM.
- G. Easement dated June 7, 1963, filed May 6, 1964, in Vol. 267, Page 298, in favor of Transwestern Pipeline Company, covering E/2 NW/4 & NE/4 Sec. 14-4N-28ECM.
- Easement and Right of Way Agreement dated December 11, 1999, filed March 9,
 2000 in Book 1040, Page 269, in favor of Colorado Interstate Gas Company,
 covering Section 14-4N-28ECM.
- I. Easement and Right of Way Agreement dated May 19, 2001, filed July 27, 2001, in Book 1065, page 255, in favor of CIG Field Services Company, covering E/2 NW/4 & NE/4 Sec. 14-4N-28ECM.

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SCHEDULE B-SECTION II

J. Easement and Right of Way Agreement dated May 19, 2001, filed October 31, 2001, in Book 1069, page 696, in favor of CIG Field Services Company, covering E/2 NW/4 & NE/4 Sec. 14-4N-28ECM.

Tract #10 - Harper County

All that Part of Lot 2 in E/2 of Sec. 9-27N-26WIM, lying South of the MKT Railroad right of Way

Lots 3 & 4 in the E/2 of Sec. 9-27N-26WIM

All that part of S/2 NW/4 Sec. 10-27N-26W.I.M, lying south of the centerline of HWY 64;

SW/4 Sec. 10-27N-26WIM.

All that part of SE/4 Sec. 10-27N-26WIM, lying south of the centerline of HWY 64; NW/4 Sec. 15-27N-26W

Lots 1, 2, 3 & 4 in the E/2 Sec. 16-27N-26WIM

- A. Deed dated March 9, 1923, filed April 20, 1923 in Book 14, Page 1, in favor of the Missouri-Kansas-Texas Railroad Company being a 100' wide strip, 50' each side of the center line, located across the SW/4 NSW/4 Sec. 10; and the N/2 Sec. 9, in Township 27 North, Range 26W.IM.
- B. Easement dated May 4, 1934, filed July 13, 1934 in Deed Record Book 25, page 471, in favor of the State of Oklahoma, State Highway Commission, covering a tract in the NW/4 of Sec., 10-27N-26WIM, described by metes and bounds and containing 7.57 acres, more or less.
- C. Easement dated May 4, 1934, filed July 13, 1934, in Deed Record Book 25, page 472, in favor of the State Highway Commission, covering a tract in Lots One (1) and Two (2), of Sec. 9-27N-26WIM, described by metes and bounds and containing 5.15 acres, more or less.
- D. Easement dated July 11, 1934, filed August 15, 1934 in Deed record Book 25, page 499, in favor of the State of Oklahoma, covering a tract in the SE/4 NE/4 and Pt of the SE/4 lying North of the MK&T Railroad, in Sec., 10-27N-26WIM, described by metes and bounds and containing 3.98 acres, more or less.
- E. Right of Way Agreement dated February 20, 1963, filed May 18, 1963, in Book 155, page 275, in favor of Colorado Interstate Gas Company, covering the W/2 Section 15-27N-26WIM.

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SCHEDULE B-SECTION II

- F. Right of Way Agreement dated April 28, 1980, filed June 19, 1980 in Book 310, page 41, in favor of Colorado Interstate Gas Company, covering Pt S/2 and NW/4 Sec. 10-27N-26WIM.
- G. Right of Way Agreement dated July 30 1986, filed August 21, 1986 in Book 391, Page 85, in favor of Prairie States Gas Company, covering Pt S/2 & NW/4 Sec. 10-27N-26W; and NW/4 Sec. 15-27N-26W; and Lots 1 & 2 Sec. 16-27N-26W.
- H. Right of way and Easement dated November 20, 1987, filed June 6, 1988, in Book 416, Page 112, in favor of Prairie States Gas Company, covering SW/4 NSW/4 Lying South of Railroad Right of way and SE/4, lying South of railroad right of way in Sec. 10-27N-26WIM.
- I. Easement and/or Right of way Agreement dated December 11, 1999, filed March 27, 2000, in Book 554, page 324, in favor of Colorado Interstate Gas Company, covering Section 15-27N-26WIM.
- J. Easement and/or Right of Way Agreement dated December 11, 1999, filed March 27, 2000, in Book 564, page 324, in favor of Colorado Interstate gas Company, covering Section 15-27N-26WIM.
- K. Right of Way and Easement dated May 24, 2001, filed December 11, 2001, in Book 569, page 453, in favor of Duke energy Field Services, LP, covering W/2 Sec. 15-27N-26WIM.

17

SCHEDULE B-SECTION II

Tract #11 – Beaver County S/2 S/2 Sec. 14 -4N-28ECM

- A. Right Of Way Contract dated April 18,. 1960 recorded May 19, 1960, in Volume 210, page 156, in favor of Michigan Wisconsin Pipe Line Company, across the E/2 SE/4 Sec. 10; and SW/4 Sec. 11; N/2 Sec. 14-4N-28ECM.
- B. Easement dated May 16 1960, filed July 21, 1960 in Volume 212, page 640, in favor of Transwestern Pipeline Company, across NE/4; E/2 NW/4; SE/4; E/2 SW/4 Sec. 14; and S/2 Sec. 11-4N-28ECM.
- C. Right of Way and Easement dated December 5, 1994, filed March 20, 1995 in Vol. 943, Page 48, in favor of Vintage pipeline, Inc., covering W/2 Sec.14; and SW/4 Sec. 11, all in 4N-28ECM.
- D. Right of Way Agreement dated January 7, 1960, filed January 15, 1960, in Vol. 205, Page 635, in favor of Colorado Interstate Gas Company, covering E/2 Sec. 14-4N-28ECM.
- E. Easement and Right of Way Agreement dated December 11, 1999, filed March 9, 2000 in Book 1040, Page 269, in favor of Colorado Interstate Gas Company, covering Section 14-4N-28ECM.
- F. Easement and Right of Way Agreement dated May 19, 2001, filed July 27, 2001, in Book 1065, page 255, in favor of CIG Field Services Company, covering E/2 NW/4 & NE/4 Sec. 14-4N-28ECM.
- G. Easement and Right of Way Agreement dated May 19, 2001, filed October 31, 2001, in Book 1069, page 696, in favor of CIG Field Services Company, covering E/2 NW/4 & NE/4 Sec. 14-4N-28ECM.

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SCHEDULE B-SECTION II

Tract #13

W/2 Section 12-27N-26WIM, lying North of HWY 64 E/2 Section 12

- A. Reservation of a One (1) acre Square in the Northeast corner of the NW/4 of Section 12-27N-26WIM, for graveyard purposes, as purported in Book 6, Page 247 filed December 31, 1912.
- B. Dedication Deed dated May 27, 1952, filed June 24, 1952 in Book 76, page 190, in favor of State of Oklahoma, covering a strip, piece or parcel of land lying in the W/2 NW/4 and W/2 SW/4, lying North of the M.K. & T Railroad of Section 12-27N-26WIM being described by metes and bounds for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto.
- D. Easement dated April 26, 1943, filed July 13, 1934, in Book 25 of Deeds, Page 470, in favor of State Highway Commission, covering a strip, piece or parcel of land lying in the S/2 SW/4 Sec. 12-27N-26WIM, being described by metes and bounds for a perpetual easement for the sole purpose of construction building and maintaining a public road.
- E. Report of Commissioners in Case No. 3750 of the District Court of Harper County, styled State of Oklahoma, ex rel State Highway commission of the State of Oklahoma Plaintiff vs. Davis B. Hamlin, Lena Hamlin and Commissioners of the Land Office, Defendants, that the Plaintiff has taken for the purposed of construction and maintenance of public highway route upon the property described as a strip piece or parcel of land lying in the SW/4 of Section 12-27N-26WIM, being described by metes and bounds and containing 4.25 acres.
- F. Right of way dated February 23, 1993, filed February 25, 1993 in Book 480, page 268, in favor of Marlin Oil Co., covering 126.67 linear rods in Section 12-27N-26WIM.
- G. Right of Way Agreement dated Feb. 23, 1993, filed February 25, 1993 in Book 480, page 270, in favor of Marlin Oil Co, covering 60 rods located in Section 12-27N-26WIM.
- Pipeline easement dated November 19, 1974 filed December 3, 1974 in Book
 250, page 621, in favor of Northern National Gas Company, covering SW/4
 Section 12-27N-26WIM.
- I. Easement dated December 17, 1974, filed April 13 1978 in Book 285, page 678, in favor of Charles Little, covering Pt SE/4 Sec. 12-27N-26WIM, for the purpose

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SCHEDULE B-SECTION II

of laying, erecting, maintaining and operating over, through and upon the same a water line for irrigation purposes.

J. Measuring Station easement dated June 21, 1988, filed July 1, 1988 in Book 417, page 405, in favor of Northern National Gas Company, Division of Enron Corp., covering pt of the SW/4 of Sec. 12-27N-26WIM.

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SCHEDULE B-SECTION II

Tract #14 – Pt NE/4 Sec. 13, lying North of the HWY 64.

- A. Grant of easement or Right of Way, dated December 27, 1922, filed February 19, 1923, in Book 34, page 98, in favor of Wichita Falls & Northwestern Railway Company, covering strip 100 feet wide across Section 13-27N-26WIM, should said easement or right of way cease to be used for the purposes herein granted, the same shall revert to the State of Oklahoma or assigns and all rights and privileges herein granted shall thereupon cease and terminate.
- B. Right of Way contract dated February 10, 1961, filed April 3, 1961 in Book 138, page 663, in favor of Michigan Wisconsin Pipe Line Company, covering All Section 13; and other lands in T27N-R26WIM.

21

O was 200 mc635 RIGHT OF WAY AGREEMENT

LL Mocane (Laverne)

STATE OF Oklahoma 17155 COUNTY OF Beaver ENOV ALL HEN BY THESE PRESENTS: THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto COLOBADO INTERSTATE GAS COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called COMPANY), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances, along routes convenient for Company's operations under, over and across the lands of Owner, situate in the County of Beaver State of_ described as follows: The East Half (E2) of Section Fourteen (14) in Township Four (4) North of Range Twenty-eight (28) ECM This easement is limited to one line across the above described Company shall bury the top of its pipe at least 30 inches below the surface of the ground. The undersigned Owner, his successors, heirs of assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands. Company, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines. Any payment hereunder may be made or mailed to () where or to _ pointed agent and authorized to receive and receipt for same, and who is also appointed the true and lawful attorney in fact for the undersigned, in their names, places and stead, to ask, demand, collect, recover and receive any and all sum or sums of money for damages payable or to become payable hereafter under any of the terms of this agreement, and to execute any and all receipts and releases which, in said attorney's judgment, may be necessary or proper, as fully as the undersigned might or could do if personally present. In the event of said attorney's death, or if said attorney should become incapacitated and for unable to serve, the undersigned bereby appoints. in said attorney's place and stead with all of the privileges and powers granted above. There is also hereby granted the right to lay, construct, maintain, operate, repair, replace and remove, in the same manner and with the same rights provided above, additional lines of pipe, but for each additional line laid, Company, its successors or assigns, shall pay Owner, or his agent designated above, _ _ __ _ per lineal rod of pipeline hefore commencing the construction of any such additional line. As provided above, Company further agrees to pay damages for each additional line laid. TO HAVE AND TO HOLD said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same. Executed this WITNESS: Marie Barby

RIGHT OF WAY CONTRACT

The same sum see is set only for damages to growing crops and to fences of grant grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm. The rights herein granted may be assigned in whole or in part. It is understood that the person securing this contract is without author to make any agreement in respect of the subject matter hereof not herein expresses Signed and delivered on this /// day of /// (Raiph E. Barby) In consideration of \$1.00 and other valuable consideration, I, the understoned herein of the rights granted by said grant.	ereinafter called GRANICR) herety grant to MICHIGAN WISCONSIN PIPE LINE COMPAN laware corporation, its successors and assigns, (hereinafter called GRANICE), glat-of-way and easement to lay, construct, operate, maintain, alter, replace, d remove a pipe line or-pipe-lines and appurtenances for the transportation of 1 or other substances which can be transported through a pipe line, along a ro be selected by the Grantee, over, through, upon, under and across the follow al estate situated in Beaver County, State of Oklahoma, to theast Quarter (NE&) of Section Fourteen (14), Township Four (4) N wenty-eight (28) E.C.M.; The Northwest Quarter (NW&) of Section in (14), Township Four (4) North, Range Twenty-eight (28) E.C.M.; thwest Quarter (SW&) of Section Eleven (11), Township Four (4) No wenty-eight (28) E.C.M.; The East Half of the Southeast Quarter (E ion Ten (10), Township Four (4) North, Range Twenty-eight (28) E.C.M.; wenty-eight (28) E.C.M.; The East Half of the Southeast Quarter (E ion Ten (10), Township Four (4) North, Range Twenty-eight (28) E. gether with the right of ingress and egress at convenient points for such purpose the the-same-sum as is set-out above as-consideration for-each such additional j- radditional pipe-lines shall be-laid-parallel and as near as-practicable-to- rest line constructed hereunder. Grantee agrees to pay for damages to growing crops and to fences of grant Grantee shall replace in a good and workmanlike manner all tile cut in the struction of its line or lines hereunder. The said grantors shall have the right to fully use and enjoy the surface d premises, except for the purposes hereinabove granted. All pipe lines to be led so as not to interfere with the cultivation of the farm. The rights herein granted may be assigned in whole or in part. It is understood that the person securing this contract is without author make any agreement in respect of the subject matter hereof not herein expresses Signed and delivered on this Marie day of (Marile Barby) (H. L. Altman)	A		DOTISI	75 (¥ <u>732.00</u>) rec	eipt of which
right-of way and easement to lay, construct, operate, maintain, alter, replace, and remove a pipe line or pipe-lines and appurtenances, for the transportation of oil or other substances which can be transported through a pipe line, along a roto he selected by the Grantee, ever, through, upen, under and across the follow real estate situated in Beaver County, State of Oklahoma to Northeast Quarter (NEX) of Section Fourteen (14), Township Four (4) Northwest Quarter (NWX) of Section Enem (14), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The Northwest Quarter (NWX) of Section Eleven (11), Township Four (4) Northwest Quarter (SWX) of Section Eleven (11), Township Four (4) Northwest Quarter (SWX) of Section Eleven (11), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The East Half of the Southeast Quarter (Eaction Ten (10), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The seat Half of the Southeast Quarter (Eaction Ten (10), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The seat Half of the Southeast Quarter (Eaction Ten (10), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The seat Half of the Southeast Quarter (Eaction Ten (10), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The seat Half of the Southeast Quarter (Eaction Ten (10), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The seat Half of ingress and egress at convenient points for such purpose had to seat as seat as practicable to first line or the seat as seat as seat as practicable to first line constructed hereunder. Grantee agrees to pay for damages to growing crops and to fences of grant Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. The said grantors shall have the right to fully use and enjoy the surface said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm. The rights herein granted may be assigned in whole or in p	ght-of-way and easement to lay, construct, operate, maintain, alter, replace, of remove a pipe line or pipe lines and appurtenances for the transportation of 1 or other substances which can be transported through a pipe line, along a robe selected by the Grantee, over, through, upon, under and across the follow all estate situated in Beaver County, State of Oklahoma to theast Quarter (NE%) of Section Fourteen (14), Township Four (4) Nowenty-eight (28) E.C.M.; The Northwest Quarter (NW%) of Section in (14), Township Four (4) North, Range Twenty-eight (28) E.C.M.; thwest Quarter (SW%) of Section Eleven (11), Township Four (4) Nowenty-eight (28) E.C.M.; The East Half of the Southeast Quarter (50%) of Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. C.M.; The East Half of the Southeast Quarter (50%) of Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. C.M.; The East Half of the Southeast Quarter (50%) of Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. C.M.; The East Half of the Southeast Quarter (50%) of Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. C.M.; The East Half of the Southeast Quarter (50%) of Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. C.M.; The East Half of the Southeast Quarter (50%) of Section Ten (50%) of Secti	hereby: is acl	drowledged <u>R</u>	akph E. Bar	by, and Mario	Barby, hi	s wife.
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together with the right of ingress and egress at convenient points for such purposes fourthwest Quarter (SW%) of Section Eleven (11), Township Four (4) No ection Ten (10), Township Four (4) North, Range Twenty-eight (28) E.C.M.; The East Half of the Southeast Quarter (Exciton Ten (10), Township Four (4) North, Range Twenty-eight (28) E. c. together with the right of ingress and egress at convenient points for such purpose should more than one pipe if the be laid under this grant at any time Grantor shall paid the same sum as is set out above as consideration for each additional of the same sum as is set out above as consideration for each additional of first line constructed hereunder. Grantee agrees to pay for damages to growing crops and to fences of grant Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. The said grantors shall have the right to fully use and enjoy the surface said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm. The rights herein granted may be assigned in whole or in part. It is understood that the person securing this contract is without author to make any agreement in respect of the subject matter hereof not herein expresses aligned and delivered on this limit day of (Ralph E. Barby) (H. L. Altman) (H. L. Altman) (Marie Barby) (Marie Barby)	In (14), Township Four (4) North, Range Twenty-eight (28) E.C.M.; thwest Quarter (SW2) of Section Eleven (11), Township Four (4) Nownship Four (4) Nownship Four (4) Nownship Four (4) North, Range Twenty-eight (28) E.C.M.; The East Half of the Southeast Quarter (Edion Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4) North, Range Twenty-eight (28) E. Section Ten (10), Township Four (4)	and remove a oil or other to be select real estate s	and easement to pipe line or-pip substances which ed by the Grante ituated in	lay, constructed lay, constructed lay, constructed lay, constructed layers and a can be transfer, over, through the constructed layers.	t, operate, ma ppurtenances for ported through ugh, upon, under	nafter called intain, alter or the transp a pipe line, er and across	i GRANTEE), a , replace, m portation of along a rou the followi
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Signed and delivered on this 18.17 day of (Ralph E. Barby) (H. L. Altman) (Marie Barby)	Signed and delivered on this /8. day of (Ralph E. Barby) the presence of: (Ralph E. Barby) (Marie Barby) consideration of \$1.00 and other valuable consideration, I, the undersigned, he became by the grantee therein of the rights granted by said grant.	. The ri	ghts herein gran	nted may be as	signed in whole	or in part.	
In the presence of: (Ralph E. Barby) (H. L. Altman) (Marie Barby) (In consideration of \$1.00 and other valuable consideration, I, the undersigned, he adopt and join in the execution of the above and foregoing grant and consent to the injoyment by the grantee therein of the rights granted by said grant.	the presence of: (Ralph E. Barby) (H. L. Altman) (Marie Barby) consideration of \$1.00 and other valuable consideration, I, the undersigned, he by ment by the grantee therein of the rights granted by said grant.	It is to make any ag	understood that preement in respe	the person sect of the sub	ecuring this co Ject matter her	ontract is wi	thout author
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(Marie Barby) In consideration of \$1.00 and other valuable consideration, I, the undersigned, he dopt and join in the execution of the above and foregoing grant and consent to the injoyment by the grantee therein of the rights granted by said grant.	(Marie Barby) consideration of \$1.00 and other valuable consideration, I, the undersigned, he are and join in the execution of the above and foregoing grant and consent to the design of the rights granted by said grant.	Signed					
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enjoyment by the grantee therein of the rights granted by said grant	syment by the grantee therein of the rights granted by said grant	Signed In the presenc			(Ralph	E. Barby)	
	ed this	Signed In the presenc			(Ralph	E. Barby)	á -
PIPM this	day of 19	In the presence (H. L.) In consideration and to in	Maintenan) on of \$1.00 and of the execution	other valuable	(Ralph (Mari	E. Barby) e Barby)	ersigned, her

Tenant

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EASEMENT

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STATE OF OKLAHOMA

COUNTY OF BEAVER

NAME AND ADDRESS OF GRANTOR (Whether one or more, called "GRANTOR")

RALPH E. BARBY and MARIE BARBY, his wife, Knowles, Oklahoma

NAME AND ADDRESS OF GRANTOR'S AGENT:

NAME AND ADDRESS OF DEPOSITORY BANK:

LAND DESCRIPTION: (called "Land")

In Beaver County, Oklahoma

DESCRIPTION OF TRACT

	DUUMIC		_		
R/W	QUARTERS	SECTION	TOWNSHIP	RANGE	NO, RODS
4 o - 2A	WZNEZ	12	3 N	26 ECM	80
39-31	All Section 32 SW¿SW& & SE&	32 29	4 N 4 N	27 ECM 27 ECM	722.25
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EASEMENT

TATE OF OKLAHOMA		
OUNTY OF BEAVER		
IAME AND ADDRESS OF GRANTOR-Whether one or mo	re, called "GRANTOR")	-
RALPH E. BARBY and MARIE BA	RBY, his wife, Knowles, C	klahoma
	8	#
NAME AND ADDRESS OF GRANTOR'S AGENT:		
NAME AND ADDRESS OF DEPOSITORY BANK:		, P
AND DESCRIPTION: (called "Land")		
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OPL. 142 - 1 - The Northeast (warter (NE/4) of Section	Twenty-three
	Four (4) North, Range Twe	
	ne Cimarron Meridian; 25.	
	- - 	All the state of t
	6	
6	.	
peing Land conveyed in deed dated	wherein	
is Gran	•	18
Grantee, recorded in Volume, Page	• "	tv and State
1. That Grantor in consideration of \$5.00 and other go being acknowledged, has and does hereby GRANT, BARGA COMPANY, a Delaware corporation, with offices at House right, privilege and easement at any time and from time	IN, SELL and CONVEY into TRANSWI	STERN PIPELINE ' led "Grantee"), the
protection equipment, for the transportation of oil gas, petrophysical can be transported through pipelines; together with	roleum products and any other liquids.	gases of substances
over and through the above Land.		Real Property of the Property
 For the concessors denotion, there is included in the option of the concessor in the concessor. 	첫만드 의용과 국무 직원은 의원은 의원을 위한 위원은 기원은	的时间 电影感觉 电视电池
act-necessarily-pareitel-to any existing line laid-under-the uni-other toppus tenenance: For the platfilment line last-alte	スキリカーアト・オープルス アグ・ス・ペッカー かんじゅう カーグラ・ス・メ	
it ing somblachde el-ad seop-aggijour nac. Ag-ol-aggigoup bibajue 1994 anger'-iden adalau-olasylosi Ag-olasi-obblachungs-bol-aggi-aggijour nac.	ile suce eung ammikanak anda aassidas	R=18 THO COMPRISON
3. This grant and all the terms and provisions hereof lessees, licensees, successors and assigns of Grantor and Grassigned together or separately and in whole or in part to a	shall bind and inure to the benefit of t antee and the rights and easements here any other person, firm or corporation.	he respective heirs, in granted may be
TO HAVE AND TO HOLD with warranty coveni	ranted.	· · /
5. Grantor is to fully use and enjoy said premises ex rided that Grantor shall not construct or permit to be cor tion on or over or that will interfere with the construction ances constructed hereunder and will not change the grade	n, maintenance or operation of any pipel	Grantee, and pro- servoir, or obstructines and appurten-
6. Any pipeline laid pursuant to this grant shall, who as will not interfere with the ordinary cultivation thereof; tion or other canals, waterways, guileys or ravines in or care encountered, either underground or projecting above the lepth or laid on the tops of such rocks or boulders.	provided that any pipeline may be suspended that any pipeline may be suspended to be such places where ledges	ended across irriga-*
7. Grantee agrees to pay any damages to growing crommediately and directly result from the exercise of the reponsibilities asserted and determined the three distances agrees to be appointed by the Charles Residences of Safety as aforesaid the written assert of such three pressures about	ights herein granted. (Calificatinage; Min rested parsons, who shereof to be appoint se and the shiftly of the chases by the cur-	of Thrubilf agreed
8. At the option of Grantee, all payments to be made Grantee either direct or by mail to Grantor or to Grantor pointed Grantor's agent for such purpose and are authorise.	e hereunder shall he paid or tendered h	y check or draft of who are hereby ap-
pointed Grantor's agent for such purpose and are authorized writing to the contrary, Grantor authorizes Agent to deal rights and easement herein granted, i.e., settlement of surfaces any pipeline on the above land.	zed to receive and receipt for the same for and bind Grantor's interest in all ma ace damages, etc. Grantee shall not be d	e. Absent notice in tters relative to the leemed obligated to
9 While agreement are written account all they account	sis and athmissions, between the parties:	स्थार्व यक वर्ष व्यक्तकार्यो - अन्
ions:or :statements,=ural :or =written,=base baen =urate anoti	भिष्य अवसाधिक अर प्राप्तायक शक्ता शक्ता स्थापन से	er of
IN WITNESS WHEREOF, Grantors have executed this WITNESSES:	s agreement on ones A Lat day of Sur	, 19 00
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0	(Ralph E. Ba	arby)
	(Marie Barb	Lay
	(natte parb)	7/ 1

COUNTY OF THE PROPERTY OF THE	
the undersigned officer personally appeared	
move the form the control of the con	Cerson of Decisions whose name subscribed to the with
Instrument and accommodate that	action in sema for the purpose therein contained:
IN WITNESS WHEREOF, I hereunto set b	ox hond and official state and the contained.
My Commission Expires:	The same of the sa
	West
25.243	Nother Public in and for said County and State.
STATE OF WINDERSON OKLAHOMA COUNTY OF BEAVER	sis'
On this the Zth day of Ju	1963, before me personally appeare
Relphit: Barby and N	The state of the s
to me personally known to be the person S. des	scribed in and who executed the foregoing instrument, and acknow
executed the same a	18LIELF _ from out and does
first above written.	set my hand and official seal on the day and year in this certifica
Me Commission Expires:	
130 11VC	- Duth Lam
TANON SE	Notary Public in and for said County and State.
	MENT FOR HAMADOUR
	MENT FOR UNMARRIED PERSON
THE STATE OF TEXAS	}
COUNTY OF	
BEFORE ME, the undersigned, a Notary Pu	iblic in and for said county and state, on this day personally appears
Important Asian Asia	
to me that	subscribed to the foregoing instrument, and acknowledge
to me thathe executed the same for the	purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF	F OFFICE, This day of A. D. 19
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(T. C.)	Notary Public in and forCount
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THE STATE OF TEXAS	ROT LAND D
THE STATE OF TEXAS	AENT FOR HUSBAND AND WIFE
THE STATE OF TEXAS	MENT FOR HUSBAND AND WIFE
THE STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned, a Notary Pub- his wife, both known to me to be the persons wh	MENT FOR HUSBAND AND WIFE blic in and for said County and State, on this day personally appeared and and acknowledges are subscribed to the foregoing instrument, and acknowledges.
THE STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned, a Notary Pub- his wife, both known to me to be the persons wh	MENT FOR HUSBAND AND WIFE blic in and for said County and State, on this day personally appeared and and acknowledges are subscribed to the foregoing instrument, and acknowledges.
COUNTY OF	MENT FOR HUSBAND AND WIFE blic in and for said County and State, on this day personally appeared AND rose names are subscribed to the foregoing instrument, and acknowled for the purposes and consideration therein expressed, and the said.
THE STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned, a Notary Published wife, both known to me to be the persons wheeled to me that they each executed the same maying been examined by me privily and spart from the same of the sa	MENT FOR HUSBAND AND WIFE blic in and for said County and State, on this day personally appeared and and acknowled for the purposes and consideration therein expressed, and the said om her husband, and having the same fully explained to her, she, the
THE STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned, a Notary Publis wife, both known to me to be the persons whedged to me that they each executed the same naving been examined by me privily and apart from	MENT FOR HUSBAND AND WIFE blic in and for said County and State, on this day personally appeared AND rose names are subscribed to the foregoing instrument, and acknowled for the purposes and consideration therein expressed, and the said WIFE of the said om her husband, and having the same fully explained to her, she, the acknowledged such instrument to be her so
THE STATE OF TEXAS COUNTY OF BEFORE ME, the undersigned, a Notary Publis wife, both known to me to be the persons whedged to me that they each executed the same naving been examined by me privily and apart from	MENT FOR HUSBAND AND WIFE blic in and for said County and State, on this day personally appeared and AND cose names are subscribed to the foregoing instrument, and acknowled for the purposes and consideration therein expressed, and the said

EASEMENT

χος	
CO'CLOCK	STATE OF OKLAHOMA
300	COUNTY OF BEAVER
ن لا	NAME AND ADDRESS OF GRANTOR (Whether one or more, called "GRANTOR")
AT AT	RALPH E. BARBY and MARIE BARBY, his wife, Knowles, Oklahoma
= ₹.,	
196	NAME AND ADDRESS OF GRANTOR'S AGENT:
13 l	NAME AND ADDRESS OF DEPOSITORY BANK:
9	LAND DESCRIPTION: (called "Land")
220.	
ORD (A) CLERK,	
RECORD <i>(Migh</i>) NTY CLERK, BY	
RE	OPL 300-1 - The East Half of the Northwest Quarter (E/2 NW/4)
FOR	and the Northeast Quarter (NE/4) of Section Fourteen (14), Township Four (4) North, Range Twenty-eight
	(28) East of the Cimarron Meridian; 87.2 Rods
TILE	
89 III	being Land/conveyed in deed dated
COUNTY, SS: FILED こうかん こうなど MARIE McCAY	is Grantor and is
N P W	Grantee, recorded in Volume, Page, of the Deed Records of the above County and State.
00 % %	1. That Grantor in consideration of \$5.00 and other good and valuable considerations, the receipt and sufficiency being acknowledged, has and does hereby GRANT, BARGAIN, SELL and CONVEY unto TRANSWESTERN PIPELINE COMPANY, a Delaware corporation, with offices at Houston, Texas, its successors and assigns, (called "Grantee"), the move, change the size of and replace pipelines, gate valves, fittings, tieovers, and other appurtenances, including Cathodic which can be transported through pipelines; together with the right to select, change or alter the routes under, upon, over and through the above Land.
VER PGE	right, privilege and easement at any time and from time to time to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipelines gate relyes to time to construct, lay, maintain, operate, alter, repair, re-
BEA)	protection equipment, for the transportation of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through pipelines; together with the right to colors are appurtenances, including Cathodic which can be transported through pipelines; together with the right to colors about the colors are appurtenances.
TA, B	
LAHUWA, BEAVER RDED BK <i>467</i> PGE	2. For the same consideration, there is included in this grant the right to constrain, lay, amended, repender elter, constrain, same size of and spice of any same for the size of the si
RDE	and active appropriate allow and distinct the Line Line was all words and are seed values attacked and are seed and are allowed and are allowed.
C C	व्यान्तिक देवान्यान्त्राच्याः व्यान्यान्त्राच्याः विष्याः व्यान्यान्याः विष्याः व्यान्यान्त्राः विष्याः व्यान्य
」 定 二	3. This grant and all the terms and provisions hereof shall bind and inure to the benefit of the respective heirs, lessees, licensees, successors and assigns of Grantor and Grantee and the rights and easements herein granted may be assigned together or separately and in whole or in part to any other person firm or correction.
A	4 TO HAVE AND TO HOLD with any older person, him of corporation.
; 7	Table Motoria Prantica.
	5. Grantor is to fully use and enjoy said premises except for the purposes herein granted to Grantee, and provided that Grantor shall not construct or permit to be constructed any house, structure, pond, reservoir, or obstruction on or over or that will interfere with the construction, maintenance or operation of the purposes.
	ances constructed hereunder and will not change the grade over such pipelines.
	6. Any pipeline laid pursuant to this grant shall, wherever said Land is under cultivation, be buried to such depth as will not interfere with the ordinary cultivation thereof; provided that any pipeline may be supported across irrigation or other canals, waterways, gulleys or rayines in or on said Land and such places where ladge-noded across irrigation.
	are encountered, either underground or projection of the same and places where ledges of rock or boulders
•	7. Grantee agrees to pay any damages to growing crops, fences, buildings and timber on said Land which may immediately and directly result from the exercise of the rights herein granted. (Said damage; if not wentably agreed anothe he assertained and determined by three disinterested persons, one thereof to be appointed by the Grantee its successors as a support of the character of the said Granter,
	one-to he appointed by the Cranter like successor or estigner and the flied-to be whosen by the two persons sprouded- one-to he appointed by the Cranter like successor or estigner and the flied-to be whosen by the two persons sprouded- one afterwald: The written-award-of such three persons stading rimb and conclusive;
	8. At the option of Grantee, all payments to be made hereunder shall be paid or tendered by check or draft of Grantee either direct or by mail to Grantor or to Grantor's credit to Agent or Depository Bank, who are hereby appointed Grantor's agent for such purpose and are authorized to receive and receipt for the control of the control
	Whiling to the contrast Charten with a series A series and a could the Saine, Ansent notice in
	writing to the contrary, Grantor authorizes Agent to deal for and bind Grantor's interest in all matters relative to the lay any pipeline on the above land.
	9. This exercise servition of the company of the co
	IN WITNESS WHEREOF Granters have executed this amount of the Things and the second of
	WITNESSES:
	Rolling 1 0
_	(Ralph E. Barby)
٠.	(Marie Barby)
•	(Intito bailby)

- 2.18

known to me (or satisfactorily proven) to be the per- instrument and acknowledged that	son or persons whose name	subscribed to the w
instrument and acknowledged thathe execute IN WITNESS WHEREOF, I hereunto set my he	ed the same for the purpose therein	contained.
IN WITNESS WHEREOF, I hereunto set my ha	and and official seal.	· · · · · · · · · · · · · · · · · · ·
	Notary Public in and a	1 1 2 0
STATE OF WINDS BEFORE ALLERS	Notary Public in and for	said County and State.
STATE OF XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ga	•
	ss .	•
On this the 7th day of June		
Raiph E. Barby and Marie	Doreh 1	efore me personally appe
to the personally known to be the person S described		
edged that they executed the same as t	heir free art	ng instrument, and ackn
firso above written.	hand and official and deed.	
IN WITHESS WHEREOF, I have hereunto set my first above written. My Commission Expires:	on the day	and year in this certifi
11 - 12-10 Tota		Munat
0 22 - 101 4 4	Notary Public in and for	ania C
	• • • •	said County and State.
ACKNOWLEDGMENT	FOR UNMARRIED PERSON	
	I STANARRIED PERSON	•
COUNTY OF	}	
BEFORE ME, the undersigned, a Notary Dublic in	, J	
BEFORE ME, the undersigned, a Notary Public in	and for said county and state, on t	his day personally appea
known to me to be the person whose name		
to me thathe executed the same for the purpos GIVEN UNDER MY HAND AND SEAL OF OFFICE	subscribed to the foregoing in	strument, and acknowled
GIVEN UNDER MY HAND AND SEAT OF CHIEF	es and consideration therein express	sed.
GIVEN UNDER MY HAND AND SEAL OF OFFIC	E, Thisday of	A. D. 19
(L.S.)	Notary Public in and for	Coun
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Barana da la calcala de la	A Company of the property of the straight and the straight of	
,我们就是一个大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大		
	新说《Parker Parker Pa	ASSESSMENT OF THE PROPERTY OF THE PARTY OF T
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ACKNOWLEDGMENT FO	OR HUSBAND AND WIFE	
	WIFE	
UNTY OF	}	
BEFORE ME, the undersigned, a Notary Public in and	d for said Country 1	Ty:
Wife both Image	AND	day personally appeared
wife, both known to me to be the persons whose name ged to me that they each executed the same for the	s are subscribed to the	
ged to me that they each executed the same for the	purposes and consideration therein	expressed and acknowl-
ing been examined by me privily and court from WIFE	of the said	expressed, and the said
wiff with the deel and she deel	isband, and having the same fully e	xplained to her cha 4
deed, and she declared that she had willingly signed the that she did not wish to retract it.	acknowledged such	instrument to be her act
that she did not wish to retract it.	le same for the purposes and conside	ration therein expressed
GIVEN UNDER MY HAND AND SEAL OF OFFICE, T		preside,
	his day of	, A.D., 19
5.)		
	Notary Public in and for	
	2 done in and for	County.

BGOX 0719 PAGE 684

RIGHT OF WAY AGREEMENT

TRACT # 5
AFE# 8609
Beaver - Harper Pipeline
System

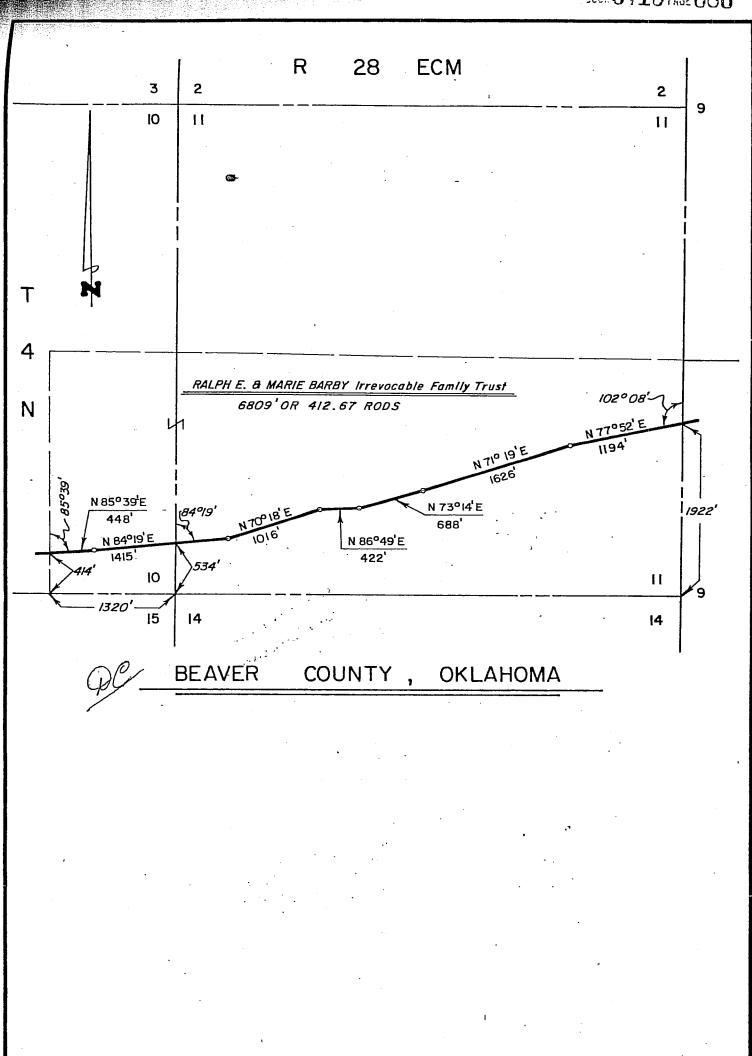
STATE OF: Oklahoma COUNTY OF: Beaver	I	3907	LAM
For in and consideration of <u>Ten and more Dollars(\$10.00</u> in hand paid, the receipt and sufficiency of which is hereby acknowledged, the signed (hereinafter call GRANTOR, whether one or more), does hereby GRANT, BAN and CONVEY TO PRAIRIE STATES GAS COMPANY, 200 Douglas Building, 104 S. Broadwhichita, Kansas 67202, its successors and assigns (hereinafter call GRANTEE of way and easement along a route, the location of which has been agreed to be herein (the location of the ***** ripeline, as constructed to evidence such to construct, maintain, operate, repair, alter, replace and remove pipeline appurtenant facilities across, under and upon lands of GRANTOR in the County Beaver , State of Oklahoma , to-wit:	ne u RGAI Way, Way, Oy t agra	under- [N, SELL right- the parties ed route)	
A strip of land 50' wide across the S/2 of Section 11 and the E/2 SE/4 of Section 10, T4N-R28ECM.			/ AUDF
The easement herein granted is for one pipeline only and shall be as shown on the Survey Plat attached hereto and made a part hereof marked Exhibit		'•.	REY PAI
This easement is subject to the letter agreement dated July 30, 1986 by a between the parties herein.	ind T		AUDREY PARKER, COUNTY
The GRANTOR represents that the above described land (is or is not form) Darrell Cox , Address (405) 921-3249 , on a (cash or crop) basis.		d to	Y CLERK,
The GRANTEE shall have all of the rights and benefits necessary or co- for the full enjoyment or use of the rights herein granted, including but wi- ing the same to the free right of ingress to and egress over and across said and from said right-of-way and easement, and the right from time to time to trees, undergrowth and other obstruction, that may injure, endanger or inter- use of said pipeline. The GRANTEE shall have the right to assign this grant or in part.	tho la cut fer	ut limit— nds to all e with the	<i>футд</i> ка
TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long and easements herein granted, or any one of them shall be used by, or useful for the purposes herein granted, with ingress to and egress from the premise purpose of construction, inspecting, repairing, maintaining, replacing and reproperty of GRANTEE herein described; and the substitution of GRANTEE herein described herein described; and the substitution of GRANTEE herein described; and the substitution of GRANTEE herein described herein desc	emo Lece and Sai	ving the Socotbeio Socotbeio Bococotoio	B
The GRANTEE agrees to bury all pipe below normal plow depth and to part physical damage to growing crops, timber, fences, or other structural improve by construction, maintenance, operation, repairing, alteration, replacement of said pipeline and appurtenant facilities. It is understood and agreed the consideration herein paid does include payment of the initial construction, land surface damages. GRANTOR herein agrees not to change the grade over said	eme or at cro	nts caused removal the p and	l
No representation or statements, verbal or written, have been made mo adding to, or changing the terms of this Agreement.	dif	ying,	٠
IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyanged the second state of the second sec	.ce	this	
LANDOWNERS SIGNATURE The Liberty National Bank & of Oklahoma City Co-Trustee Darrell Cox	T.	st Company	
Beverly M. Minars Attest: Auliux Val Assistant Secretary			
Beverly M. Minars, Darrell Cox and The Liberty National Bank and Trust C Oklahoma City, Oklahoma, Trustees of the Ralph E. and Marie Barby Irrevo	omp cab	any, of le Family	

TENANT'S CONSENT

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands hereby grants 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 the 3016 day of Tuly, 1986.
- Danell Cop
STATE OF CKlaroma
COUNTY OF None ss
On this
Hanning.
STATE OF CHIANAMA SS COUNTY OF CHIANAMA SS
On this 30 day of 1980, before me, a Notary Public in and for said County and State, personally appeared 1980, before me, a Notary Public in and for said County and State, personally appeared 1980, before me, a Notary Public in and for said County and State, personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my Mand and official seal the day and year first above written.
My commission Expires: Ophilips 1990 Notary Public Notary Public
COUNTY OF OXIONOTOS SS
On this 300 day of 1980, before me, a Notary Public in and for said County and State, personally appeared 1000 1000 1000 1000 1000 1000 1000 10
My commission expires:
Carinage ARTO Notary Public
40 MA COULTER



L.,,,			. ••		
				SCALE:	1"=1000'
			PRAIRIE STATES GAS COMPANY	DATE:	7/29/86
NO. REVISION	DATE	BY	<u> </u>	JOB NO.:	53833
SUR, BY:	D.H.		SURVEY & MAPPING BY	DRAWING	NUMBER:
DRAWN BY:	T. D. D .		TOPOGRAPHIC LAND SURVEYORS		
APPROVED SY	K.D.		PAMPA, TEXAS:	SHEET	OF

..... 0943 PAGE 048

RIGHT OF WAY AND EASEMENT

STATE OF OKLAHOMA

Ş

COUNTY OF BEAVER

§

F 0903

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by VINTAGE PIPELINE, INC., 4200 ONE WILLIAMS CENTER, TULSA, OKLAHOMA, 74172 hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate and survey a route, construct, entrench, maintain, operate, inspect, repair, replace, relocate, change the size of, remove, and protect a pipeline with appurtenances thereto including, but not limited to drips, pipeline markers, launchers, receivers, test leads, valves, metering equipment, and cathodic equipment (sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along and twenty-five feet on either side of the line designated on the plat attached hereto and incorporated herein by reference thereto, said easement and right of way being sixty feet (60') in width.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, lowering, protecting, and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods, Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

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 assigns, and the Grantee may assign the rights and easements hereby granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may, at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall 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 canceled and terminated.

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. No road, reservoir excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within twenty-five feet of the pipeline and Grantor agrees not to increase or decrease the elevation of the earth within the right of way without Grantee's prior written consent. It is agreed that the pipeline to be laid under this grant shall be constructed at 42° below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the described premises, subject to the rights herein granted.

Grantee shall pay to Grantor all damages to Grantor's property caused by the construction, maintenance, protection, repair, replacement or removal of the facilities.

It is hereby understood and agreed that the rights herein granted are for one pipeline only.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter 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 and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN BEAVER COUNTY, STATE OF OKLAHOMA:

W/2 of Section 14 and the SW/4 of Section 11-T4N-R28ECM according to the Exhibit *A* plat attached hereto and made a part hereof

IN WITNESS THE EXECUTION HEREOF THIS 5th	DAY OF December	1994.
	Ralph E. and Marie Barby Irrevocable Trust 10# 73-6184677 & 73-6181985	- OUTY CI
- 100	- 0 0	* HER COLLANY CHA
Kary D. Cox, Co-Trustee	Chelan Drast, Co-Trustee	
ATTEST:	LIBERTY BANK AND TRUST COMPANY OF CO-TRUSTEE OF THE RALPH & MARIE BA	OKLAHOMA CITY NA RBY FAMILY
BY Maylini Jack Ass't Secretary	TRUST F/B/O BEVERLY MINARS (73-614	nun]
ATTEST:	LIBERTY BANK AND TRUST COMPANY OF	7
BY Madeus miles	CO-TRUSTEE OF THE RALPH & MARIE BATRUST F/B/O DARRELL G COX (73,618)	
Ass't Secretary	Vice-President	un

STATE OF OKLAHOMA, BEAVER COUNTY, SS: FILED FOR RECORD THAN 20 19 13. AT 1:300°CLOCK

L.M. RECORDED BK 143 PGE 45 AUDREY PARKER, COUNTY CLERK, BY

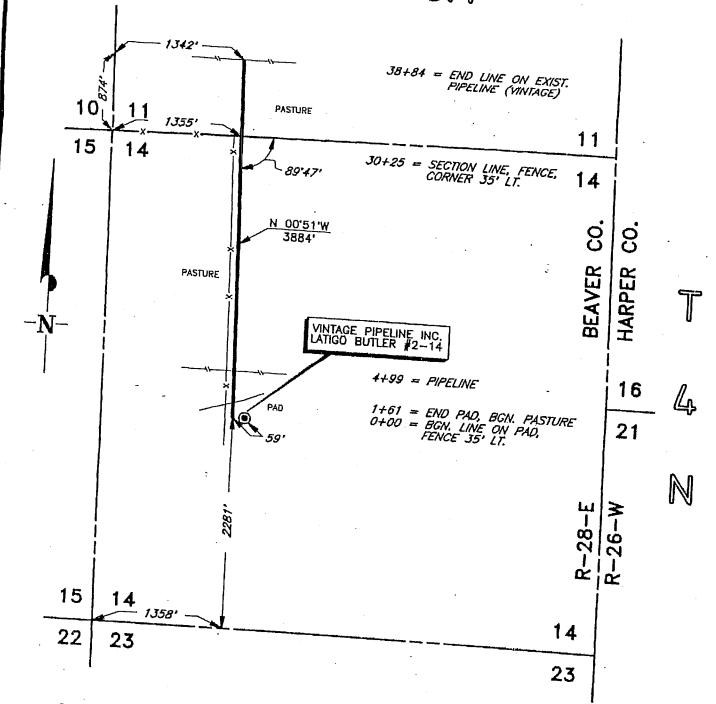
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STATE OF Oklahoma	grand unit deservients of the control of the contro	- 5. 0943 PAGE 049	
COUNTY OF Beaver	s	13. 0040 PAGE U49	
This instrument was ack Co-Trustee of the Ralph E. and Ma	nowledged before rr rie Barby Irrevocable	ne this day of Trust, and in the capacity therein stated.	, 1994, by Kary D. Cox,
		Landia	This is
My commission expires:		Notary Public	34011
11-3-98			# 3/70 M
			, AROMA
STATE OF CENTRE ICE CO	8		· · · · · · · · · · · · · · · · · · ·
COUNTY OF OUTLAND	s		-
This instrument was acknown Co-Trustee of the Raiph E. and Mari	owledged before me le Barby Irrevocable	this 11th day of 100000000000000000000000000000000000	, 1994, by Chelan Drass,
My commission expires: My Commission expires		Notary Public	TARY OF BONTA PELINO PE
STATE OF Oklahoma	§		
COUNTY OF OKLAHOMA	§		
This instrument was accomposed in the property of the property	knowledged before s <u>vice Presic</u> Trust, and in the ca	pacity therein stated.	, 1994, by Company, Co-Trustee of the
My commission expires:		Notary Public (O'MAN
0/27/06			

LETULD TO: JOE A. DOMINGUEZ P. O. Box 1694 Amarillo, TX 79105 LATIGO BUTLER #2-14

-.61 0943 PAGE 050

R 28 ECM



BEAVER COUNTY, OKLAHOMA

DESCRIPTION	FEET	RODS
SECTION 14	3025	
SECTION 11	1 3023	183.33
SECTION 11	859	52.06
2004		

A PROPOSED PIPELINE IN SECTIONS 14 AND 11, T-4-N, R-28-ECM, BEAVER COUNTY, OKLAHOMA.

300K 223 , PAGES 148-155

URVEYED BY:

SYMN BY:

NOTE:
This plot DOES NOT represent a true
Boundary Survey. The footages and
es shown are from lines of accupation,
hich may not be actual Property Lines.

D.HILL

W. WOOD

Vintage Pipeline Company Inc.

SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS
225 PERRYTON PARKWAY, PAMPA, TX. 79065, PH. # (806)665-7218

SCALE: DATE: 8-24-94

EXISTING PIPELINE LEASE ROAD = ABND. FENCE POWERLINE TELEPHONE LINE -T WATER LINE DRAWING NUMBER:



BOOK $1040\,\mathrm{PAGE}\,0269$ Easement and/or Right-of-Way Agreement

Know All Men By These Presents:

That, on this <u>11th</u> day of <u>December</u>, 1999, the undersigned, Kary D. Cox, as Trustee of the Cox Family Trust herein after referred to as Grantor; and

Colorado Interstate Gas Company P.O. Box 1257 Liberal Kansas, 67905

hereinafter referred to as Grantee, for and in consideration of the sum of which is hereby acknowledged, do hereby enter into this agreement for easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

Section 14, Township 4 North, Range 28 East, Beaver County, Oklahoma.

The Agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- 1. Grantee shall have access to the right-of-way granted hereby only from existing roads unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
- 2. This easement is granted for the purpose of laying one pipeline only and the right to maintain said pipeline. A new easement or agreement is required to replace said line or to lay any additional line(s).
- 3. Right-of-Way shall be no more than 50 feet wide during construction and no more than 30 feet wide thereafter.
- 4. Grantee agrees to bury all pipe to at least 36 inches to the top of the pipeline.
- 5. Grantee agrees to restore said right-of-way to as near its original condition as possible and to re-seed with a native type species of desirable grass and apply a mulch as needed to prevent erosion during such time as needed for vegetation to re-cover.
- 6. Grantor agrees that any payment for right-of-way made hereunder by Grantee includes full payment for all normal construction damages.
- 7. Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted.

Grantee shall pay grantee a total of <u>\$1,200.00</u> for approximately <u>30</u> Rods of right-of-way

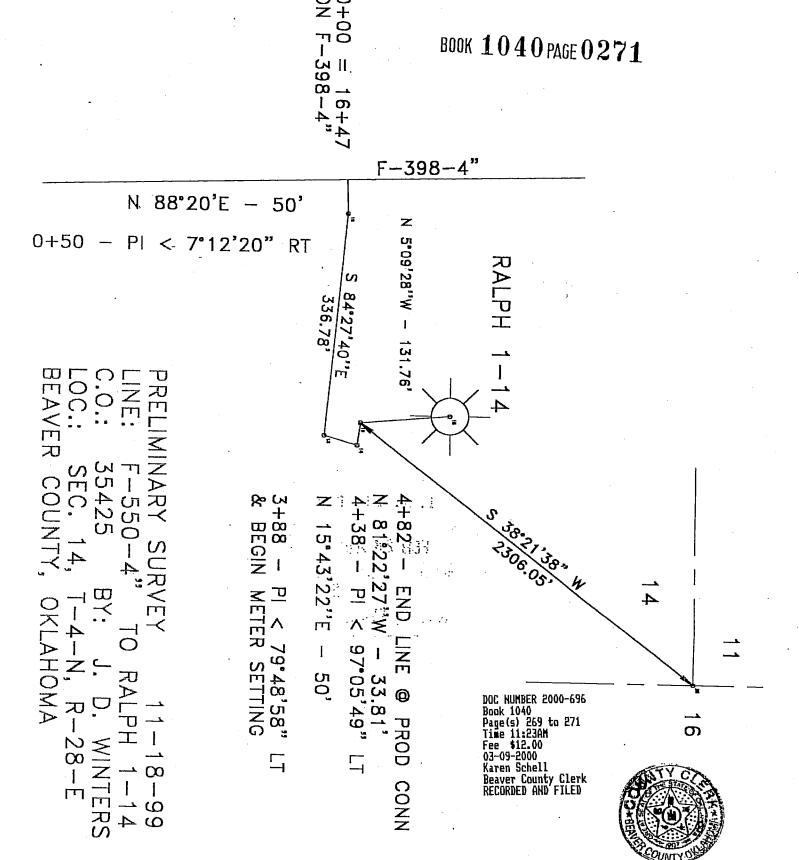
Kary D. Cox, Trustee for Cox Family Trust

Colorado Interstate Gas Company

Approved For Execution.

BOOK $\mathbf{1040}$ PAGE $\mathbf{0270}$

	State of Oklanoma:	•
	County of Washington:	ashington: It was acknowledged before me on the
	This instrument was acknowledged before me on the	th day of <u>December</u>
	My commission Expires: October 17, 2000	
TI THE	Notany, Nindia Comul Exp. 10-17-00 State of	
	This instrument was acknowledged before me on the February 1999 by; My commission Expires: 48 2003 Notary Public	



BOOK 1065 PAGE 0255 Easement and/or Right-of-Way Agreement

Know All Men By These Presents:

That, on this 19th day of May, 2001, the undersigned, Kary D. Cox, as Trustee of the Cox Family Trust herein after referred to as Grantor; and

CDL CIG FIELD SERVICES COMPANY, a Delaware corporation

hereinafter referred to as Grantee, for and in consideration of the sum of which is hereby acknowledged, do hereby enter into this agreement for easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

East ½ N.W. 1/4 & N.E. 1/4 Section 14, Township 4 N, Range 28 E, Beaver County, Oklahoma

The Agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- 1. Grantee shall have access to the right-of-way granted hereby only from existing roads unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
- 2. This easement is granted for the purpose of laying one pipeline only and the right to maintain said pipeline. A new easement or agreement is required to replace said line or to lay any additional line(s).
- 3. Right-of-Way shall be no more than 50 feet wide during construction and no more than 30 feet wide thereafter.
- 4. Grantee agrees to bury all pipe to at least 36 inches to the top of the pipeline.
- 5. Grantee agrees to restore said right-of-way to as near its original condition as possible and to re-seed with a native type species of desirable grass and apply a mulch as needed to prevent erosion during such time as needed for vegetation to re-cover.
- 6. Grantor agrees that any payment for right-of-way made hereunder by Grantee includes full payment for all normal construction damages.
- 7. Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted.

Grantee shall pay grantor a sum of \$45.00 per rod for a 4" (inch) or smaller diameter pipeline for a total of $\frac{6,210.00}{1000}$ for approximately $\frac{138}{10000}$ Rods of right-of-way and damages.

Kary D. Cox, Prustee for Cox Family Trust

CIG FIELD SERVICES COMPANY

Company, Carl D. Richarson

BOOK 1065 PAGE 0256

otate of Okiationia;
County of Washington:
This instrument was acknowledged before me on theday ofday ofday
My commission Expires: October 17 2004
Notary Public
LINDA D. HERNDON Washington County Notary Public in and for State of Oklahoma My commission expires Oct. 17, 2004.
State of <u>Suris</u> : County of <u>Suris</u> :
This instrument was acknowledged before me on the Jark day of Lichardson
My commission Expires: 06/16/2003
Lettier L. Benges
Notary Public

DOC NUMBER 2001-2585
Book 1065
Page(s) 255 to 256
Time 12:55PH
Fee \$10.00
07-27-2001
Karen Schell
Beaver County Clerk
STATE OF OKLAHOMA
RECORDED AND FILED



BOOK 1069 PAGE 0696

Easement and/or Right-of-Way Agreement

Know All Men By These Presents:

Agreement & Almo

DOC NUMBER 2001-3561
Book 1069
Page(s) 696 to 698
Time 2:39PM
Fee \$12.00
10-31-2001
Karen Schell
Beaver County Clerk
STATE OF OKLAHOMA
RECORDED AND FILED

That, on this 19th day of May, 2001, the undersigned, Kary D. Cox, as Trustee of the Cox Family Trust herein after referred to as Grantor; and

(MCIG FIELD SERVICES COMPANY, a Delaware corporation

hereinafter referred to as Grantee, for and in consideration of the sum of which is hereby acknowledged, do hereby enter into this agreement for easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

East ½ N.W. 1/4 & N.E. 1/4 Section 14, Township 4 N, Range 28E ' Beaver County, Oklahoma

The Agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- 1. Grantee shall have access to the right-of-way granted hereby only from existing roads unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
- 2. This easement is granted for the purpose of laying one pipeline only and the right to maintain said pipeline. A new easement or agreement is required to replace said line or to lay any additional line(s).
- 3. Right-of-Way shall be no more than 50 feet wide during construction and no more than 30 feet wide thereafter.
- 4. Grantee agrees to bury all pipe to at least 36 inches to the top of the pipeline.
- 5. Grantee agrees to restore said right-of-way to as near its original condition as possible and to re-seed with a native type species of desirable grass and apply a mulch as needed to prevent erosion during such time as needed for vegetation to re-cover.
- 6. Grantor agrees that any payment for right-of-way made hereunder by Grantee includes full payment for all normal construction damages.
- 7. Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted.

Grantee shall pay grantor a sum of \$45.00 per rod for a 4" (inch) or smaller diameter pipeline for a total of \$6,210.00 for approximately 138 Rods of right-of-way and damages.

Kary D. Cox, Trustee for Cox Family Trust

CIG FIELD SERVICES COMPANY

Company, Carl D. Richardson

BOOK 1069 PAGE 0697

State of Oklahoma:	
County of Washington:	
This instrument was acknowledged before me on the 2001, by; Kary D. Cox.	thday of <u>May</u>
My commission Expires: October 17, 2004	
Minda D. Herndon	
Notary Public LINDA D. HERNDON Washington County Notary Public in and for State of Oklahoma My commission expires Oct. 17, 2004.	
State of Syas:	; 3
County of <u>Marris</u> :	
This instrument was acknowledged before me on the subsection of th	ne <u>lath</u> day of uchaedson
Notary Public Sergeon	
LETICIA L HINOJOSA	

1 11:00a

Denise Faulkner

580-327-2927

n . ~

BOOK f 1069 page f 0698

EXHIBIT "A".

ESTIMATE SKETCH

STARTING DATE: EST. COMP. DATE:	X KERR McGEE DIST. NO: 2-B LOC: MOCANE	_ W.O. NO:
COMPANY X CONTRAC	DEPARTMENT: CIGFS ENGR TWELL NAME: PAULA 1-14	REVISION NO: 3 DATE: 5/9/2001 LINE NO: 12F-571-4* RELATED DWG: 12FU-1P-1, 12F-398
	LOCATION: 1320 FNL 1470 FWL SEC 14, T4N, R28E	COUNTY: BEAVER STATE: OK
	N F398-4", CIGFS WILL INSTALL A 4" TEE, 2280' OF 4".156"W TING W/EMS.	T FBE PIPE, A 4"x2" REDUCER AND A 2" WELLHEAD
DESIGN PRESSURE: 276 PSIG (REQUESTED BY: LD.FORAL	(SECONDARY GATHERING) ESTIMATED VOLUN APROX. MILEAGE: 0.432 Mile	ME: 1000 MGF/D PROJECT ENGINEEFLK.WELSH
	PAULA 1-14 KERR McGEE 22+80	Moy Msc H NO Z
	اني //	RALPH 1-14 078040110 BRG PETROLEUM. F550-4" 4+78
el til hermody	BUTL F 02 1820 MARATHO F392- 54+0	D1 10 DN OIL -4"
PREPARED BY: <u>J.D.KINN</u> AN	SCALE OF ANDA. AND	

BOOK 212 -640

EASEMENT

Tract No...

STATE OF OKLAHOMA COUNTY OF BEAVER NAME AND ADDRESS OF GRANTOR (Whether one or more, called "GRANTOR")_ RALPH E. BARBY and MARIE BARBY, his wife, Knowles, Oklahoma NAME AND ADDRESS OF GRANTOR'S AGENT:___ NAME AND ADDRESS OF DEPOSITORY BANK:____ LAND DESCRIPTION: (called "Land")____

In Beaver County, Oklahoma

DESCRIPTION OF TRACT

R/W	QUARTERS	SECTION	TOWNSHIP	RANGE	NO, RODS
4 p - 2A	W NE t	12	3 N	2 6 ECM	80
39-31	All Section 32 SWłSWł & SEŁ	32 29	4 N 4 N	27 ECM 27 ECM	722.25
39-36	SW\; W\neq NW\z	17	. 4 N	27 ECM)	322.31
34-43 34-100	NW 2 SW2	3Q 18	5 N • 5 N	27 ECM 27 ECM	154.13 160.00
64-7	N½NE½ NE½; S½ NE½; E½NW½; SE½; E½; S½	26 23 SW½ 14 11	4 N 4 N 4 N 4 N	28 ECM V 28 ECM V 28 ECM X 28 ECM X	891.15

BOOK 212 FAST 641

being Land conveyed in deed dated		wherein
	is Grantor and	
Frantee, recorded in Volume,	Page of the Deed I	Records of the above County and State.
1. That Grantor in consideration of \$5 n consideration of \$1.00 per linear rod to b GRANT, BARGAIN, SELL and CONVEY offices at Houston, Texas, its successors and from time to time to construct, lay, magate valves, fittings, theovers, and other approximations.	i.00 cash in hand paid, the rece e paid to Grantor before the unto TRANSWESTERN PIPEL i assigns, (called "Grantee"), t intain, operate, alter, repair, rec purtenances, including Cathodic r liquids, gases or substances w	eipt and sufficiency being acknowledged, an first pipeline is laid, has and does hereb INE COMPANY, a Delaware corporation, wit he right, privilege and easement at any tim move, change the size of and replace pipelines; or protection equipment, for the transportation hich can be transported through pipelines; to
repair, remove, change the size of and-repla not necessarily parallel to any existing line and other appointenances, For each-addition	ce et any-time-and-from time -laid-under-the-terms-of-this- al-line-laid-after-the-first-line, , -over-or-through-seid-Land-w	gin to construct, ley, maintain, operate, alter to time one or more additional lines of pipe agreement, and gate valves, fittings, ticever -Grantee-shall pay-to-Granter \$1.00 per-lines ithin-sixty days subsequent to the completion
 This grant and all the terms and p lessees, licensees, successors and assigns of assigned together or separately and in whol 	Grantor and Grantee and the	l inure to the benefit of the respective heir rights and easements herein granted may b on, firm or corporation.
4. TO HAVE AND TO HOLD with and egress from the above Land for all pu	warranty covenants unto Gran irposes herein granted.	tee, its successors and assigns, with ingress t
vided that Grantor shall not construct or 1	permit to be constructed any the construction, maintenance	ourposes herein granted to Grantee, and pro house, structure, pond, reservoir, or obstruc or operation of any pipelines and appurten mes.
as will not interfere with the ordinary cul- tion or other canals, waterways, gulleys or	tivation thereof; provided that ravines in or on said Land, ar ejecting above the surface of the	d is under cultivation, be buried to such depti any pipeline may be suspended across irriga id such places where ledges of rock or boulder se ground, said pipelines may be buried at an
immediately and directly result from the e	exercise of the rights herein great by three disinterested persons, cessors or essigns, and the thir	ildings and timber on said Land which ma anted. (Said domage, if not mutually agree one thereof to be appointed by said Granter of to be chosen by the two persons appointed conclusive.)
8. At the option of Grantee, all payn Grantee either direct or by mail to Grante pointed Grantor's agent for such purpose writing to the contrary, Grantor authorizes	nents to be made hereunder abor or to Grantor's credit to Ag and are authorized to receive a Agent to deal for and bind G	tall be paid or tendered by check or draft of the tent or Depository Bank, who are hereby ap and receipt for the same. Absent notice is trantor's interest in all matters relative to the tot. Grantee shall not be deemed obligated tot.
9: This agreement as written covers	all the agreements and stipula	tions between the parties and no representa
IN WITNESS WHEREOF, Grantors by	occur made modifying, saleing t	this ball day of Mary , 19 6
WITNESSES:	40 0000000 000	
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he undersigned officer, personally appeared.	10 me	Marie Carriera de Carres de la
mown to me (or satisfactorily proven) to be the person of		Control of the second
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A CONTRACT OF THE PROPERTY OF	within within
strument and acknowledged that he executed the	7.014.014.017.64.017.64.017.01	*** 4"
IN WITNESS WHEREOF, I bereunto set my hand a	nd others feel	
ly Commission Expires:		•
•	Notary Public in and for fald Coun	ty and State.
10150000000000000000000000000000000000		
TATE OF HEAVE BEAVER		
OUNTY OF BEAVER	J	
On this the 16th day of MAY	1960 before me	personally appeared
On this the <u>16th</u> day of MAY NALPH E. BARBY, also known as RALPH	BARBY, and MARIE BARBY, h	is wife,
ma personally known to be the persons described in	and who executed the foregoing instrum	nent, and acknowle
STATE OF THE TAXABLE TO THE TAXABLE	1611 for not and done	
(IN WITNESS WHEREOF, I have hereunto set my ha	nd and official seal on the day and year	r is this contificate
het above der logen.		
in Commission Expires:	Sall Qu	essa !
December: PE, 1962	Notary Public in and for said Cour	nty and State.
g are	•	
ACKNOWLEDGMENT F	OR UNMARRIED PERSON	
· 1/ Le .	,	
HE STATE OF TEXAS	·	
OUNTY OF]	
BEFORE ME, the undersigned, a Notary Public in an	d for said county and state, on this day p	personally appeared
nown to me to be the person whose name		, and acknowledge
me thathe executed the same for the purposes	-	
GIVEN UNDER MY HAND AND SEAL OF OFFICE	, Thisday of	, A. D. 19
Control of the Contro		
×	Notary Public in and for	County
L.S.)		
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State of Oklahoma Boaver County, 59 Till instrument was filled for second on at the coord and duly record Bk. R. F. E. S. F. F. F. E. S. F.		5
State of Oklaho Boaver County, Till instrument filed for Rocord at All Eller and duly re BRAN Fire record of th		9
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State o Boaver Till in filed fol and Ble rec		ST ST
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ACKNOWLEDGMENT F	OR HUSBAND AND WIFE	
HE STATE OF TEXAS	•	
OUNTY OF	}	
BEFORE ME, the undersigned, a Notary Public in a	nd for said County and State, on this day	personally appeare
	_AND	
is wife, both known to me to be the persons whose nam dged to me that they each executed the same for th	a purposes and consideration therein exp	ressed, and the sa
	TE of the said	imad to have also Al
naving been examined by me privily and apart from her		
aid and deed, and she declared that she had willingly signed and that she did not wish to retract it.	acknowledged such inst the same for the purposes and consideration	rument to be her a on therein expresse
GIVEN UNDER MY HAND AND SEAL OF OFFICE	This day of	, A.D., 19
(L.S.)	Notary Public in and for	Count
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D 1500 Joseph S. Dobyns, Special Master The Michita Talls & Morthwestern & Hatiway Company, Chirles E. Monaff, as Receiver United States Mortgage and Trust Company and Calvert Brewer, an Trustess, First Trust and Savings Eank and Emile K. Boisot, as Trustess, First Trust and Bavings Bank and Emile K. Boisot, as Trustess, Francis F. handolph and Hugo f. Blumenthal CONTROL OF THE PROPERTY OF

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State of Oklahoma, Harrier County, M.

This instrument was filed for
record at 10:30 o'clock A. H. Apr. 20,
1923, and duly recorded in Book 14:0n,
page 11:00 o'clock A. H. Apr. 20,
1925, and duly recorded in Book 14:0n, C. M. Anderson, County Clerk

(Boal)

Under Final Decree of the District Court of the United States for Nestern District of Oklahoma. Dated March 9th, 1923.

IMPRETUER, dated the 9th day of March in the year Himsteen Hundred and Twenty-three, between Joseph S. Dobyns, as Special Master, appointed to be the Special Joseph S. Dobyns, as Special Master, appointed to be the Special Master in and by the Final Decree made and entered in the Consolidated Cause Master), hereinafter mentioned on June 26, 1922 (hereinafter called the Special Master), party of the first part;

party of the first part;

created Marganian Margani INDENTURE, dated the 9th day of March in the year Bineteen Hundred

New York, in the State of New York (hereinafter called the Purchasers), partie of the seventh part; and halfroad Company, a comporation organised Missouri-Kamsas-Texas Railroad Company, a comporation organised with the State of Missouri (hereinafter), party of the eighth part.

Abereas in the consolidated cause pending in the District Court of the United States for the Asstern District of OAI shoma (hereinafter called the Court), entitled United States Mortgage and Trust Company, and Calvers Drewer, Trustess, Flaintiffs, vs. The Scholtz Falls & Morthwestern hailway Company, Defendant, in Equity, No. 505, Consolidated Cause, and in the contituent causes thereof (herein collectively called the Consolidated Cause) there was made and entered on June 26, 1922, a Final Decree (hereinafter called the was made and entered on June 26, 1922, a Final Decree (hereinafter called the things) it was ordered, adjudged and decreed Final Decree), whereby, among other things, it was ordered, adjudged and the tall property of every kind, character and description covered by the lien that all property of every kind, character and description called the Foreclosed (of the following mortgages (hereinafter collectively called the Foreclosed Mortgages,) vixi

of any of the following mortgages (hereinafter collectively called the Foreclosed Mortgages,) vix:

(a) the First and Refunding Mortgage of the Railway Companys dated.

August 29, 1911. (hereinafter called the Refunding Mortgage) to United States

Mortgage and Trunt Company and Calvert Brower, as Truntees,

(b) the First Mortgage of the Hailway Company, dated January 1,

1909. (hereinafter called the First Mortgage) to First Trust and davings Bank

1909. (hereinafter called the First Mortgage) of the Hailway Company,

and Emile X. Boisos, as Truntees, and

and Emile X. Boisos, as Truntees,

dated January 1, 1910. (hereinafter called the Collateral Trust Mortgage) to

First Trust and Bavings Bank and Emile X. Boisos, as Truntees,

Jother than cash in the hands of the Trustess under said respective mortgages) and all property of overy kind, chereoter and description of the hailway Company and all property of every kind, chereoter and description of the hoociver, should said all property of every kind, character and description of the hoociver, should send all property of every kind, character and description in the Jinal Decree set forth, and that anid sale should be made upon the provisions in the Jinal Decree set forth, and that anid sale should be made upon the provisions of the Railway Company in the term for the Final Decree directed to be acid covered by the Foreclosed Martgages, at the south front door of the passenger station of the Railway Company, in the form of south front door of the passenger state of Chinhoma, on a day and at an about to Altus, in Jackson County, in the State of Chinhoma, on a day and at an about the fixed by the Special Marter, with the approval of the solicitor's for the respective trustees under the Foreclosed Martgages, or so the Count might order, respective trustees under the Foreclosed Martgages, or sate that we will continue the property to be sold; and referring intending your character and any continued description of the property to be sold and of the terms of animal description of the property to be sold and of the terms of animal passents.

.....

First: All property of every kind, character and descraption, and all muniments fo title thereto and evidence of convership thereof, covored by the lies of any of the mortgages (hereinafter collectively called the Foreclosed bortgages) foreclosed and / or enforced by the Final Decree (hereinafter called the Final Decree) entered on June 26, 1922, by the District Court of the United States for the seatern District of Oklahoma in the cause entitled United States bortgage & Trust Company and Calvert Brower, Trustees, Flaintiffs, vs. The Wichita Falls & Borthwestern Emilway Company, Defendant, In Equity, Ho. 505, Consolidated Cause, and in the constitutent causes thereof (hereinafter collectively called the Consolidated Cause) other than cash in the hands of the trustees under said respective mortgages and all property of every kind, character and description (including all rights, contracts, agreements, leases, claims, demands and choses in action) and all municonts of title thereto and evidence of ownership thereof, on June 26, 1922, owned by The Wichita Falls & Borthwestern Emilway Company (hereinafter called the Hailway Company) or thereafter acquired by the Emilway Company, including, but without limiting the foregoing general description, the following described property:

1.

The following described lines of railway and other property, vist

(1) A line of railroad beginning on the boundary line between the Stat of Texas and Oxiahoma, at a point of junction with the railroad of The sichita Falls & Morthwestern hailway Company of Texas on the south bank of the ked kiver and extending themse (including the pile bridge over the Red kiver) through the Counties of Cotton, Tillman, Jackson, Greer and Beokham to Elk City in said Beokham County, a distance of 117.51 miles, more or less; also an extension or spur track extending from a connection with the above described line of railroad in the City of Frederick, Tillman County, Oklahoma, to station familities at Frederick, Oklahoma, O.68 miles, more or less.

(2) A line of railway, beginning at a junction with the aboge-described line in the City of Altus, in Jackson County, Oklahoms, and extending themes west-wardly through the Counties of Jackson and Harmon, in the State of Uklahoma, to the boundary line between Oklahoma and Texas, at a point of physical connection with the line of railroad belonging to wichita Falls and Wellington kailway Company of Texas, a distance of forty-one and nine-tenths (41.9) miles, more or

less.

inning at a point of connection with the line of the many company testribul in the above paragraph (1), at alk City, in the County of Bookham, State of O.lahoma, and extending thesoe mortherly in said State through the Counties of Bookham, koger Mills, Custer, Deway, woodward, Ellis, in the and Beaver to the town of Forgan in said Beaver County, a distance

(4) All other lines of railway owned by the Railway Company at the date of the Final Decree or thereafter acquired and all right, title and interest of the Kailway Company in and to any other lines of railway, branches or extensions in or to which the Railway Company then owned or has since acquired any right, title or interest.

All appurtenances of every of said railways hereinabove described, to-wis:

All telegraph and telephone lines, including all poles, wires and instruments, all rights of way, station and depot grounds, all tunnels, roadbeds, spurs, double tracks, turnouts, switches, bidings and turntubles, all superstructures, bridges, strungers, ties, rails, frogs, chairs, bolts, splices and other tures, bridges, strungers, ties, rails, frogs, chairs, bolts, splices and other railroad appurtenances, all terminals and terminal properties, yards, depots, round houses, stockpards, all station houses, warehouses, freight houses, engine houses, oar houses, water stations, water tanks, water supply, machine shops and other structures, all engines, tenders, cars and other rolling stock and equipment, all furniture, machinery, tools, implements, materials and supplies, and all other property, real, personal and mixed, appurtenent to any if said lines of railroad and branches above described, and all tolls, revenues, earnings, income, rents, issues and profits of said railways, premises and property, and of every part thereof, and also all the estate, right, title, interest, property, possession claim and demand whatsoever, as well in law as in equity, of the hailway Company, of, in and to said railways, premises and property, and every part and percel thereof, with the appurtenames, and the franchises appertaining thereto.

Any and all additions, improvements and betterments acquired or constructed to or upon or in connection with any and all said lines of railroads, branches, extensions, terminal properties, telegraph and telephone lines, any and all property, real or personal, of every kind and description, owned or acquired for use upon, or in connection with, or for the purposes of any such lines of railroad, extensions, branches, terminal properties, telegraph and telephone lines; and any and all corporate rights, privileges and franchises which the nailway Company has acquired, orposseused or exercised at the date of the final Decree, or now posseuses or exercises or is entitled to exercise in, final Decree, or now posseuses or exercises or is entitled to exercise in, to, upon, or in respect of such lines of railroad, extensions, branches, terminal to, upon, or in respect of such lines, or any thereof or any part thereof, properties, telegraph and telephones lines, or any thereof or any part thereof, necessary for, or appetaining to, the construction, maintenance or operation of such lines of railroad or any extension or branch, or such terminal properties, such lines of railroad or any extension or branch, or such terminal properties, terminal CORPACT SUFFALOR OKLAROTA

From Commissioners To The Public

Form 307-11 WPH 443-A E. #3

State of Oklahoma Harper County SS
This instrument was filed for record
at 1:51 o'clock P.M., on Aug 24
1936 and duly recorded in Bk 15M
Pge 512 of the records of this
office.
(Seal) C.E. Vanderpool, County Clerk
By W.L. Davis, Deputy.

IN THE DISTRICT COURT OF HARPER COUNTY, OKLAHOMA.

State of Oklahoma, ex rel State Highway Commission of the State of Oklahoma

Plaintiff

VS

No. 3750

Davis B. Hamlin
Lena Hamlin
Commissioners of Land Office.

Defendants.

REPORT OF COMMISSIONERS.

Come now the undersigned commissioners heretofore appointed by the Judge of this court to inspect the real property hereinafter described and consider the injury which the said defendants as above named as the owners thereof have sustained and may sustain by reason of the taking of said property for the purpose of constructing a public highway by the State Highway Commission of the State of Oklahoma, and respectfully submit the following report to-wit:

The undersigned commissioners were and are disinterested free holders of Harper County, Oklahoma, not interested in any like question. On the 28 day of July, 1936, said commissioners took the oath prescribed by law, and proceeded to inspect the real property as follows, to-wit:

A strip, piece or parcel of land lying in the SW of Section 12, T 27 M, R 26 W, in Harper County, Oklahoma. Said parcel of land being further described by metes and bounds as follows:

Beginning at a point on the west line of said SWe where said west line intersects the north right-of-way line of U.S. Highway No. 64; thence easterly along said north right of way line a distance of 876 feet; thence north-westerly along a curve to the right having a radius of 1096.3 feet, a distance of 1387.1 feet; thence N 0 23. If, a distance of 1156.5 feet to a point on the north line

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(Report of Commissioners -- continued. Fage No. 2)

of said SW4; thence West along said north line a distance of 62.5 feet to the N. corner of said SW4; thence south along the west line of said SW4 a distance of 1938 feet to point of beginning.

Containing 4.25 acres; more or less, in addition to the present section line Right-of-way.

We further report that the State Highway Cormission of the State of Cklahoma, the plaintiff in the above entitled cause, has located its proposed route upon the property hereinbefore described, and that said property is necessary for the purpose aforesaid, and that the whole of said hereinbefore described property must be taken by said Flaintiff for said purpose.

We further report that we have considered the injury which the defendants as the owners of the property hereinbefore described, have sustained and may sustain by reason of the taking of said property by the State Migh ay Commission of the State of Oklahoma, and we have considered the value of the land taken and the amount of injury and damages done to the remainder of the real estate, either directly or indirectly, by reason of said appropriation and construction and maintenance of a public highway over, across and upon said real estate, and we do hereby assess the compensation and damages due said owners by reason of such appropriation of the above described premises as follows:

Value of land taken and damages to remainder of tract \$350.00.

IN WITHESS AMERICE, we have hereunto set our hands on this 28 day of July, 1936.

COMPUTED BY BUJFATO ABSTRACT COMPANY, BUFFATO, OKLAHOMA

(Report of Commissioners -- continued. Fage No. 3)

State of Oklahoma, County of Harper, ss

I, Marvin Heaton Court Clerk, within and for Harper County, State of Oklahoma, do hereby certify that the within and foregoing is a full, true, correct and complete copy of the original Report of Commissioners in case No. 3750 entitled State of Okla. vs Davis B. Hamlin in the Dist. Court of Harper County, as the same appears of record in my office at Buffalo, in said county and state. In Witness Whereof, I have hereunto set my hand and affixed my official seal at Buffalo, Oklahoma, this 28 day of July, A.D. 1936.

SEAL

Marvin Heaton Court Clerk, Harper County, State of Okla.

COMPILED BY BUFFALO ABSTRACT COMPANY, BUFFALO, OKLAHOMA

From
David B. Hamlin and
Lena Hamlin
To
The State Highway Commission.

HARPER COUNTY STATE OF OKLAHOMA SS
This instrument was filed for
record on the 13th day of July,
1934 at 8:33 o'clock A.M., and
recorded in Book 25 of Deeds on
Page 470.
(Seal) C.E. Vanderpool, County
Clerk.

EASEMENT.

Know all Men By These Presents:

That David B. Hamlin and Lena Hamlin of Harper County, State of Oklahoma, for and in consideration of the sum of Three Hundred Seventy-two & No/100 Dollars (\$372.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Harper County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the St SW2 of Section 12, T 27 N, R 26 W, in Harper County, Oklahoma, Said parcel of land being a Right of Way 125 feet in width, 75 feet on the right and 50 feet on the left side of the center line of the survey for Oklahoma State Aid Project No. 869-B. Said parcel of land being further described by said center line as follows:

Beginning at a point on the West line of said $S_2^{\frac{1}{2}}SW^{\frac{1}{2}}$, 673.6 feet North of the South line of said $S_2^{\frac{1}{2}}SW^{\frac{1}{2}}$, Station 287 $\frac{1}{4}$ 22.4 of said survey; thence S 72 54 $^{\frac{1}{2}}E$, a distance of 2166.5 feet, to a point on the South line of said $S_2^{\frac{1}{2}}SW^{\frac{1}{2}}$, 569.2 feet West of the East line of said $S_2^{\frac{1}{2}}SW^{\frac{1}{2}}$, Station 308 $\frac{1}{4}$ 88.9 of said survey.

Said parcel of land being adjacent and parallel to the Morth Right of Way line of the M.K. & T. RR.

Containing 5.81 acres, more or less, in addition to the present Right of Way.

In consideration of the construction of U.S. Highway No. 64 the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employes, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150

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COMPILED BY BUFFALO ABSTRACT COMPANY, BUFFALO, OKLAHOMA

(Easement -- continued. Page No. 2)

feet of the center line of said highway.

Said grantors hereby coverant and warrent that at the time of the delivery of these presents they are the owners of the before described premises in fee simple, that the same are free and clear of all liens and claims whatsoever, and that they will so long as this easement is in full force and effect defend the same unto the State of Cklahoma against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors, and employes to go upon, construct, build and at all times maintain a public road through, along and over the property herein described and enable the State of Cklahoma, its officers, agents, contractors and employes to always keep said road open for the use of the public.

He, the undersigned owners hereby designate and appoint David B. Hamlin as agent to execute the claim and receive the compensation herein named for said right of way.

IN MITHESS MEDECF, the grantons herein named have hereunto set their hand and seel this the 23'th day of April, 1934.

David B. Hamlin

Lena Hamlin

State of Chlahoma, County of Marper, go Fefore me, the undersigned Motary Tublic in and for the State and County aforesaid, on this 26'th day of april, 1934, personally appeared David 3 Hamlin and Lena Hamlin to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and woluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires 15 th day of May, 1934

Seal

W.L. Sullins

Motary Fublic.

(Easement -- continued. Page No. 2)

feet of the center line of said highway.

Said grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners of the before described premises in fee simple, that the same are free and clear of all liens and claims whatsoever, and that they will so long as this easement is in full force and effect defend the same unto the State of Cklahoma against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors, and employes to go upon, construct, build and at all times maintain a public road through, along and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employes to always keep said road open for the use of the public.

We, the undersigned owners hereby designate and appoint David B. Hamlin as agent to execute the claim and receive the compensation herein named for said right of way.

IN MITTERS WHERECF, the grantors herein named have hereunto set their hand and seal this the 26'th day of April, 1934.

David B. Hamlin

Lena Hamlin

State of Chlahoma, County of Marper, 53 Before me, the undersigned Motary Public in and for the State and County aforesaid, on this 26'th day of April, 1934, personally appeared David B Hamlin and Lena Hamlin to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires 15'th day of May, 1934

Seal

W.L. Sullins Motary Fublic. Commissioners of the Land Office of the State of Oklahoma, GRANT OF EASEMENT OR RIGHT OF WAY.

Dated: December 27, 1922

Filed: February 19, 1923, 1:00 PM

Recorded: Book 34 Page 98

To

The Wichita Falls & Northwestern Railway Company,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

THIS INDENTURE, made and entered into this 27th day of December, 1922, by and between the Commissioners of the Land Office of the State of Oklahoma, hereinafter called the parties of the First Part, and The Wichita Falls & Northwestern Railway Company, hereinafter called the party of the Second Part:

WITNESSETH: That in consideration of the sum of One Thousand Five-Hundred Thirty-eight & No/100 (\$1538.00) the receipt of which is hereby acknowledged, the Parties of the First Part by virtue of the power vested in them by the Constitution and Laws of the State of Oklahoma, hereby grant and convey unto the party of the Second Part, its heirs or assigns, the full and free right to the uninterrupted access and enjoyment of an Easement or Right of Way over and across the following tracts of land, situate in the County of Harper, State of Oklahoma, to-wit:

A strip of land 100 feet widd, being 60 feet wide on each side of the center line of the Wichita Falls & Northwestern Railway Company's main track as same is now located and surveyed across Section 13, Township 27 North, Range 26 West Indian Meridian, in said County of Harper and State of Oklahomam containing 11.08 acres of land, more or less.



Grant of Easement or Right of Way-continued.

Should said Easement or Right of Way cease to be used for the purpose herein granted, the same shall revert to the State of Oklahoma, or assigns, and all rights and privileges herein granted shall thereupon cease and terminate.

It is hereby expressly understood and agreed that the party of the second part shall settle with the Agricultural Lessees of said land for any damage that may sustain to their improvements and crops, by reason of construction on said right of Way.

In Witness Whereof, The Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Chairman and attested by their secretary, on the day and date first above mentioned.

(SEAL)
ATTEST:
A. S. J. SHAW,
Secretary.

COMMISSIONERS OF THE
LAND OFFICE OF THE STATE
OF OKLAHOMA,
J. B. A. ROBERTSON, Governor and
Chairman.



STATE OF OREAHOMA

Ø3

State of Oklahoma, ex rel J. Berry King, Attorney General,
Plaintiff

Va

Henrietta Buck, Executrix of the Estate of John B. Buck, Receased, Witt Tarry

No. 3552

Defendants

REPORT OF COMMISSIONERS

	Come now the undersigned commissi	oners heretofore appointed by this court to inspect the
٠	real property hereinafter described and co	ngider the injury which the said defendant a
	**************************************	as above named
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	as the owner thereof has sustained and n	fay sustain by reason of the taking of said property for the
٠,	purpose of constructing a State highway!	by the State Highway Commission of the State of Okla-
	homa, and respectfully submit the follow	ing report, to-wit:
	The undersigned commissioners were	and are disinterested free-holders of
	in the second of	
•	County, Oklahoma, not interested in any	like question. On theday of
	198 said commissioners appeared be	fore the Court Clerk of said County and took the oath
	prescribed by law, and thereupon proceed	ed to inspect the real property as follows, to-wit:
		•
	A strip, place or percel of land	lying in the M of Section 13, T 27 N,
	R 26 V, in Harper Charty, Officials	ma. Said parcel of land being a Right of
	further described by mates and	cands as follows:
	Beginning at a point on the Born	h line of said Section 13 where said
	North line intermedia the North line thance East slowe the North line	right of Way line of the K.A.T. RR; of said Section 13, a distance of 1820
	Cantle to the Rent Chief Com	Mod helid Section 13: The his due South
	having a radius of 1901.	outheasterly along a curve to the right, a stip tame of 3204 feet, to a point on
	· · · / · · · · · · · · · · · · · · · ·	Signification of the second se
	feet, to a point on the North M	the land line, a distance of 118 the land of 118 the land of the land of the land of the land of
	The state of the s	man in less, in Audition to the
	present Right of Tay	, , ,
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We further report that the State Highway Commission of the State of Oklahoma, the plaintiff in the above entitled cause, has located its proposed route upon the property hereinbefore described, and that said property is necessary for the purpose aforesaid; and that the whole of said hereinbefore described property must be taken by said Plaintiff for said purpose.

We further report that we have considered the injury which the defendant, as the owner of the property hereinbefore described, has sustained and may sustain by reason of the taking of said property by the State Highway Commission of the State of Oklahoma, and we do hereby assess the compensation and damages due said owner by reason of such appropriation of the above described premises as follows:

Value of land taken - - \$ 273.78

Damages to remainder of tract - \$2200.00

- - - 8 247 3 - 78

IN WITNESS WHEREOF, we have hereunto set our hands on this 26xh day of

Commissioners

I, Linda Crouck, Court Clerk, Harper County, Oklahoma, do hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the Court Clerks Office at Harper County, Oklahoma, this 37 day Mac. 200.

Br Ru Jean O. Burke

Orval D. Wolf and Grace Wolf, his wife

To

State of Oklahoma

DEDICATION DEED

Dated: May 27th, 1952

Filed: June 24, 1952,1:00 PM

Recorded: Book 76 Page 190

KNOW ALL MEN BY THESE PRESENTS:

That Orval D. Wolf and Grace Wolf, his wife, of Harper County, State of Oklahoma, hereinafter called the Grant (whether one or more), for and in consideration of the sum of Three hundred twenty five and no/100 Dollars (\$325.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey, and dedicate unto the State of Oklahomal the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A strip, piece or parcel of land lying in the Wal NW4 and the Wal SW4 lying North of the M.K. & T. Railroad of Section 12, T 27 N, R 26 W in Harper County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Containing 3.16 acres, more or less, of new right-of-way, the remaining area included in the above description being the 33 foot section line right-of-way.



Dedication Deed-continued.

A field ramp is to be provided approximately 2721 rest south of the North line of said W\(\frac{1}{2}\)NW\(\frac{1}{2}\).

1.16 acres donated; for remaining acres and fencing, \(\frac{3}{2}\)325.00.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surfact of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excapations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to beain such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted, free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the deliver of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except none.

The undersigned Grantors hereby designate and appoint Orval D. Wolf as agent to execute the claim and receive the compensation herein named.

Dedication Deed-continued.

In withess whereof the Grantors herein named have hereunto set their hands and seals this the 27th day of May, 1952.

ORVAL D. WOLF GRACE WOLF.

ACKNOWLEDGED: May 27th, 1952 by Orval D. Wolf and Grace Wolf, his wife, before Carney O. Dean, Notary Public, Harper County, Oklahoma. Seal. Commission expires Jan. 2, 1956.



CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CAPTION HERETO COMPILED BY PIONEER ABSTRACT & TITLE CO., BUFFALO, OKLAHOMA

Ralph E. Barby and Marie M. Barby.

RIGHT OF WAY AGREEMENT

Dated: April 3, 1959

To

Filed: April 24, 1959, 11:30 AM

Recorded: Book 123, Page 439

Colorado Interstate Gas Company,

State of Oklahoma.

County of Harper.

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter called Owner, whether one or more), for and in consideration of the sum of Eight Hundred Fiftynine and 50/100 (\$859.50) Dollars, in hand paid, the receipt of which
is hereby acknowledged, does hereby grant, sell, and convey unto
Colorado Interstate Gas Company, a Delaware Corporation, its successors
and assigns (hereinafter called Company), a right of way and easement for the purposes of laying, constructing, maintaining, operating,
repairing, replacing and removing, pipelines (with fittings, tie-evers,
eathedic protection equipment and all appliances appurtenant
thereto) for the transportion of oil, gas, or any other liquids or
substances, along routes convenient for Company's operations under,
over and across the lands of Owner, situate in the County of Harper,
State of Oklahoma described as follows:

North Half of the Northeast Quarter (NENE) of Section Thirtyfour (34) and the Southeast Quarter (SE) and the West Half
of the Northeast Quarter (WNE) of Section Twenty-seven
(27) and the Northwest Quarter (NW) of Section Twenty-four (24)
and the Southeast Quarter (SE) of Section Twenty-three (23)
all in Township Twenty-seven (27) North of Range Twenty-six
(26) WIM

This easement is limited to one line across the above described land.

Company shall bury the top of its pipe at lease 30 inches below the suffact of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that Company shall have the right hereafter to cut and keep ar all trees, brush and other obstructions that may injure, endanger

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CAPTION HERETO COMPILED BY PIONEER ABSTRACT & TITLE CO., BUFFALO, OKLAHOMA

Right of Way Agreement-continued.

or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands.

Company, by this acceptance hereof, agreesto pay for damages to crops, pasture, fences and timber which may arise from laying constructing, maintaining, operating, repairing, replacing or removing said pipelines.

TO HAVE AND TO HOLD said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and asisgns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 3rd day of April, 1959.

RALPH E. BARBY MARIE M. BARBY

WITNESS: D. H. HARE

ACKNOWLEDGED:

April 3rd, 1959, by Ralph Barby and Marie M. Barby, his wife, before Deith Drum, Notary Public, Beaver County, Oklahoma. Seal. Commission expires 12-11-52



e 124 me 44 Easement



Account No.Univ.7077 to 7080 incl.

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA Oklahoma City, Oklahoma

TIMS INDENTURE, made and e	ntered into this, the	21st dev effor11
THIS INDENTURE, made and e 19 <u>50</u> by and between the Commis insfect designated as the parti Colorado Springs, Colo. Box 1087	sioners of the Land Office as of the first part, and <u>C</u> bereinafter designated as	of the State of Oklahoma, bern- Oloxado Interstate Gas Co., the party of the second part:
Colorado Springs, Colo. Box 1087 WINESSETH That is considently of the second part, the full and Permanent ing described land situate in To construct, maintain, open portation of gas only three A pipeline not to exceed a full land length through or across Southeast Quarte	ration of the sum o <u>f Six</u> 011 (\$ 655.99	Bundred Fifty-five and
which is hereby acknowledged, t the Constitution and laws of the	he parties of the first po State of Oklahomo, hereby	rt, by power wested in them by grant and convey unto the party
	free right to the uninterr for <u>pineline</u> parp Tarnor	upted access and enjoyment of a oses only, covering the follow-
To construct, maintain, one portation of eas only thron	Tate remove and repla	County, State of Oxionoma : Ce a pipuline for the trans-
A pipeline not to exceed 6- in length through or across	inches in diameter and	wing described Lands: not to exceed 220,42 rods
Southeast Quarte 27 Worth, Range	inches in diameter and the control of Section 22, 25 U.I.M., and inches in diameter and the control of the cont	Township
a pipeline not to exceed 6- in length through or across	inches in diameter and the	not to exceed 435.57 rods
Morth Half (N½) Section 23 / Town	and Southwest Quarter iship 27 North, Range 2	(SW%) of 5 W.I.M.,
with rights of ingress and depth along lines shown on part hereof as fully and co	egress, said pipe line phts attached bereto, moletely as if set out	(SW%) of 5 W.I.M., 5 to be laid below plow referred to and made a in full herein
bring total of 655.99	limen! rods in [ength.	
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its succummure, being or assigns the same shall revert to the Sta leges became grants shall there	cease to use said land fo to of Oklahoma or its assi spon cease and terminate.	part, except by operation of vithout filing the transfer or one of the person of \$5.00 and office, payment of \$5.00 and part, or the purposes herein granted, one, and all rights and privi-
It is hereby expressly under cettle with the may be sustained toimprovement right of any of Edgenous.		BACO POSICIONE MENTO ANTO ANTO ANTO ANTO ANTO ANTO ANTO A
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EASEMENT

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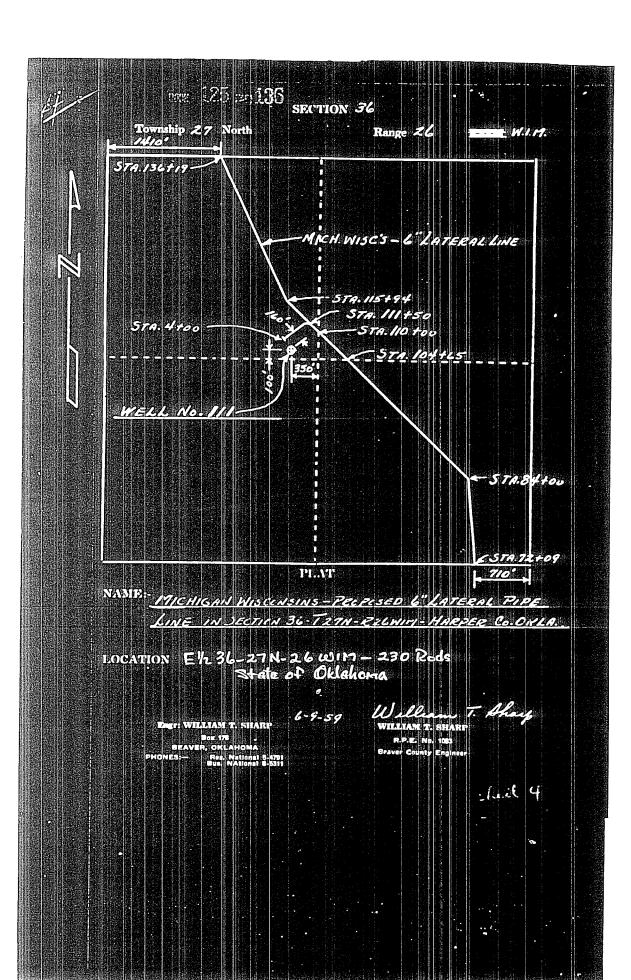
COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

KNOW	ALL	MEN	BY	THESE	$\mathbf{p}\mathbf{n}$	ESENTS
			!.			100

Oklahoma City, Oklahoma
NOW ALL MEN BY THESE PRESENTS:
THIS INDENTURE, made and entered into this, the <u>Both</u> day of <u>June</u> , 1959, by and between the Commissioners of the Land Office of the State of Oklahoma, here-mafter designated as the parties of the first part, and <u>Michigan Viscousin Pipe Lin</u>
500 Griswold St., Detroit hereinafter designated as the party of the second part: 26, Michigan WITNESSETH: That in consideration of the sum of Two Hundred and Chirty and no/100), the receipt of
Thirty and no/100 Dollars (\$ 230.00), the receipt of thich is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a Permanent Easement for the following purposes only, covering the follow-
Permanent Easement for the following purposes only, covering the following described land situate in Harper , County, State of Oklahoma:
To construct, maintain, operate, remove and relay one pipe line not to exceed 6-inches in diameter and not to exceed 230 rods in length, to be laid below plow depth, through or across
The East Malf of Section 35, Township 27 Worth, Range 26 M.I.M.,
for the transportation of natural gas only, said pipe line to be located along line shown on plat attached hereto, referred to and made a part hereof, as fully and completely as if set out in full nerein, with right of ingress and egress
eing 230 lineal rods in length.
EE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.
This Easement shall not be transferred in whole or in part, except by operation of aw, while legal title to said land remains in the State, without filing the transfer or opy thereof in the office of the Commissioners of the Land Office, payment of \$5.00 ransfer fee and approval of parties of the first part. Should party of the second part, ts successors, heirs or assigns, cease to use said land for the purposes herein granted, he same shall revert to the State of Oklahoma or its assigns, and all rights and privieges herein granted shall thereupon cease and terminate.
It is hereby expressly understood and agreed that the party of the second part shall ettle with theagricultural lessee of said land for any damages that ay be sustained toimprovements and/or crops, by reason of construction or use of said ight-of-way or Easement.
IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma ave caused these presents to be executed by their Chairman or Vice-Chairman and attested y their Secretary, on the date first above written.
COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

BOOM 125 FACE 135 TRANSFER OR ASSIGNMENT

ANOW ALL MEN BY THESE PRESENTS:		
That		
P. O		, a corporation,
consideration, receipt of which is be-		for a valuable
consideration, receipt of which is her grant, bargain and convey unto	eby acknowledged, do hereby ass	sign, transfer, sell,
title and interest in and to the Ease improvements and appurtenances there	ment described as al	, all of our right.
improvements and appurtenances there subject to the approval of the Commiss	into belonging, said trapefor	side hereof, and all
subject to the approval of the Commiss	ioners of the Land Office of th	and sale being made e State of Oklahoma.
Attest:		
Secretary	By	
		President
STATE OF OKLAHOMA)		
COUNTY) SS:	ACKNOWLEDGEMENT	
On thisday of_ Public in and for said county and state	, 19, before me, the un	dersigned, a Notary
to me k		
name of the maker thereof to the within President and acknowledged to me that	and foregoing instrument as it	onwho signed the
act and deed, and as the free and a	executed the same as	free and voluntary
uses and purposes therein set forth.	monty act and deed of said co	rporation, for the
Given under my hand and seal the d	ly and year last above written.	
ly commission expires		Notary Public.
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BOOK 125 PAGE 140 EASEMENT



Account No Univ. 7075 & No 7077

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COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

Oklahoma City, Oklahoma
KNOW ALL MEN BY THESE PRESENTS:
THIS INDENTURE, made and entered into this, the 30th day of June,
1959 by and between the Commissioners of the Land Office of the State of Oklahoma, here- inafter designated as the parties of the first part, and Michigan Wisconsin Pipe Line Co 500 Griswold St., Detroit, hereinafter designated as the party of the second part:
WITNESSETI: That in consideration of the sum of Two Hundred and
which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and convey unto
which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a Permanent Easement for the following purposes only, covering the following described land situate in Harper , County, State of Oklahoma:
To construct, maintain, operate, remove and relay one pipe line not to exceed 6-inches in diameter and not to exceed 204 rods in length, to be laid below plow depth, through or across
The East Half of Section 22, Township 27 North, Range 26 W.I.M.,
for the transportation of natural gas only, said pipe line to be located along line shown on plat attached hereto, referred to and made a part hereof, as fully and completely as if set out in full
herein, with right of ingress and egress
being lineal rods in length. SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.
law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$500 transfer fee and approval of parties of the first part. Should party of the second part
This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$500 transfer fee and approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate.
It is hereby expressly understood and agreed that the party of the second part shall settle with the second part shall
settle with the and agricultural lessee of said land for any damages that may be sustained to simprovements and/or crops, by reason of construction or use of said right of way or Easement.
IN WITNESS WHENEOF, the Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Chairman or Vice Chairman and attested
Ey their Secretary, on the date first above written. COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA

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== 125 :::143 EASEMENT

Account No <u>Univ.</u> 7080

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA Oklahoma City, Oklahoma

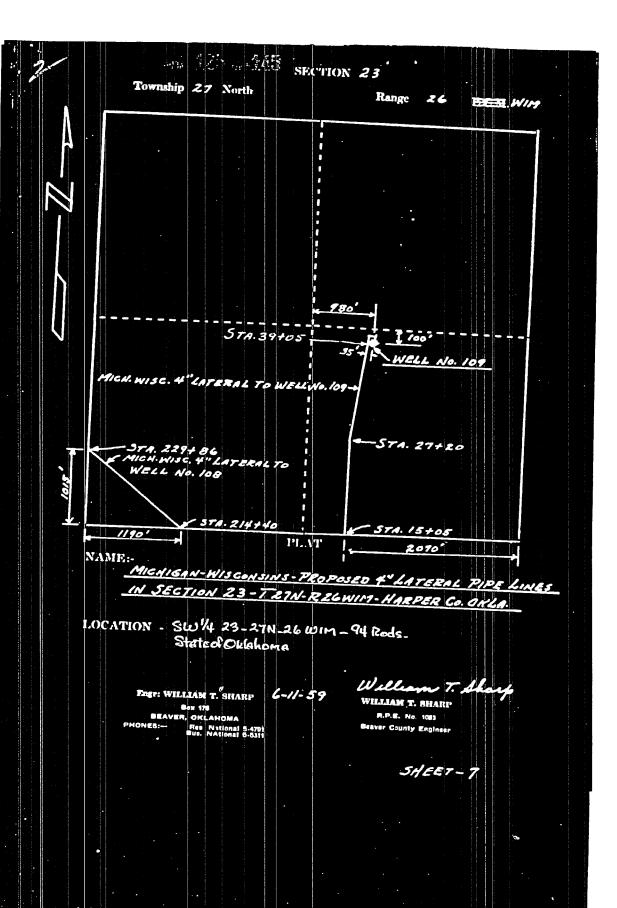
KNOW ALL MEN BY THESE PRESENTS:
THIS INDENTURE, made and entered into this, the
the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the by of the second part, the full and free right to the uninterrupted access and enjoyment of a Permanent Easement for the following purposes only, covering the following described land situate in Harper
to exceed 6-inches in diameter and not to exceed 94 rods in length, to be laid below plow depth, through or across
The Sil Section 23, Township 27 Porth, Range 26
for the transportation of natural gas only, said pipe line to be located along line shown on plat attached hereto, referred to and made a part hereof, as fully and completely as if set out in full herein, with right of ingress and egress
reing 92 lineal rods in length.
SEC PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.
This Easement shall not be transferred in whole or in part, except by operation of aw, while legal title to said land remains in the State, without filing the transfer or apply thereof in the office of the Commissioners of the Land Office, payment of \$\langle 00 ts successors, heirs or assigns, see to use said land for the purposes herein granted, be same shall revert to the State of Oklahoma or its assigns, and all rights and privi-
It is hereby expressly understood and agreed that the party of the second part shall of the second part shall be second for any damages that he second to improvements and/or crops, by reason of construction or use of said the second part shall crops.
. [N WITTERSS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma is gaused three presents to be executed by their Chairman or Vice-Chairman and attested Chair Sactobics: On the date first above written.
COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOVA
test: Cotolin Villing By Curry Commen

TRANSFER OR ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: a corporation, for a valuable receipt of which is hereby acknowledged, do hereby assign, transfer, sell, and convey unto P. O.
title and interest in and to the Easement described on the reverse side hereof, and all
improvements and appurtenances thereunto belonging, said transfer and sale being made
subject to the approval of the Commissioners of the Land Office of the State of Oklahoma. President STATE OF OKLAHOMA **ACKNOWLEDGEMENT** COUNTY . 19_ , before me, the undersigned, a Notary commission expires Notary Public. EMER 488 500 Grist Detroit CONERS (STATE) STATE OF OKLAHOMA

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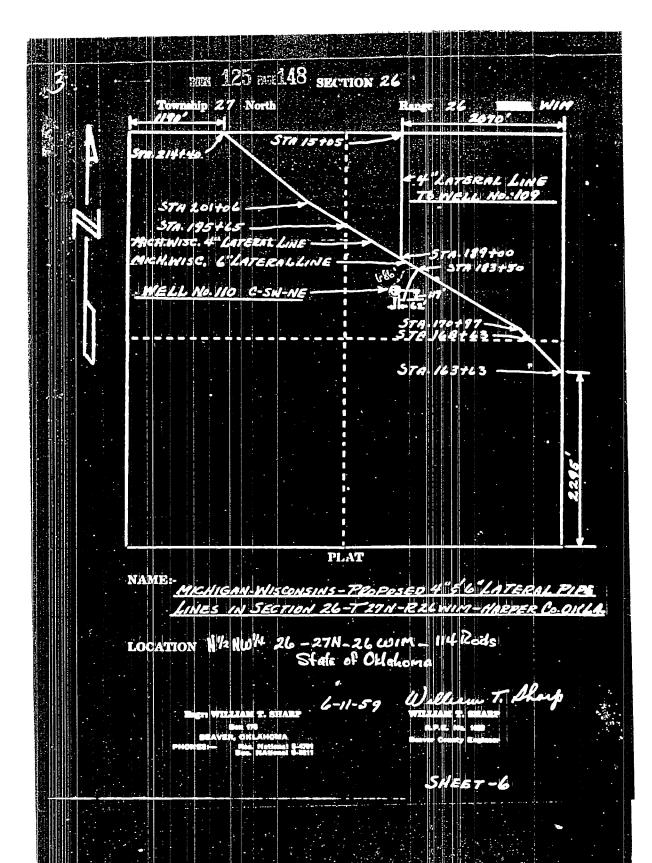
Co.

BOOM 125 PAGE 146 EASEMENT COMMISSIONERS OF THE LAND OFFICE

STATE OF OKLAHOMA
Oklahoma City, Oklahoma
KNOW ALL MEN BY THESE PRESENTS:
THIS INDENTURE, made and entered into this, the 50 the day of June,
THIS INDEXTURE, made and entered into this, the
500 Griswold St., Detroit hereinafter designated as the party of the second part: 26. Michigan
WITNESSETH That in consideration of the sum of One Hundred Fourteen
and No/100 Dollars (\$ 114.00), the receipt of which is hereby acknowledged, the parties of the first part, by power vested in them by
which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a Permanent Easement for the following purposes only, covering the following described land situate in Harper County, State of Oklahoma:
Permanent Easement for the following purposes only, covering the following described land situate in Unrow County State of Oklahoma:
To construct, maintain, operate, remove and relay one pipe line not to exceed 6 inches in diameter and not to exceed 114 rods in length,
to exceed 6-inches in diameter and not to exceed 114 rods in length, to be laid below plow depth, through or across
The North Half Northwest Quarter Section 26, Township 27 North, Range 26 W.I.M.,
27 North, Range 26 W.I.M.,
for the transportation of natural gas only, said pipeline to be located along line shown on plat attached hereto, referred to and
located along line shown on plat attached hereto, referred to and
made a part hereof, as fully and completely as if set out in full herein, with right of ingress and egress
being 174 lineal rods in length.
SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.
This Easement shall not be transferred in whole or in part, except by operation of
copy thereof in the office of the Commissioners of the Land Office, payment of \$5.00
This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$5.00 transfer fee and approval of parties of the first part. Should party of the second part, its successors, heirs or assigns; cease to use said land for the purposes herein granted, the same shall revert to the State of Oklahoma or its assigns, and all rights and privi-
the same shall revert to the State of Oklahoma or its assigns, and all rights and privi- leges herein granted shall thereupon cease and terminate.
It is became everessly understood and agreed that the party of the second part shall
It is hereby expressly understood and agreed that the party of the second part shall settle with the agricultural lessee of said land for any damages that
may be sustained toimprovements and/or crops, by reason of construction or use of said right of way or Easement.
IN WITNESS THEREOF, the Commissioners of the Land Office of the State of Oklahoma
have caused these presents to be executed by their Chairman or Vice-Chairman and attested
COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

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Attes	6:		Secretary		 Ву_			President
STATE	OF OKLAHO) 88			ACKNOWL	EDGEMENT		
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No. <u>3026</u>	E A S E M E 1 From COMMISSIONERS OF THE STATE OF OKL	Michigan Wisconsin 500 Griswol Petroli	Filed and reconnissions of the State of OK of the State of OK of the Easement on Page	hoodron	STATE OF OKLAHOMA May 62, COUNTY	I hereby certi ment was filed for indexed in my offi of ALY o'clock and DD and is recorded in on Page	WITNESS my har on the day and yen W. M. GRIMES	**************************************



Ralph E. Barby and Marie Barby, his wife,

RIGHT OF WAY CONTRACT.

Dated: June 13, 1959.

To

Filed: July 23, 1959, 11:00 A.M.

Recorded: Book 125 Page 157.

Michigan Wisconsin Pipe Line Company, a corporation,

For and in consideration of One Thousand Fifty-seven & 50/100 Dollars (\$1057.50) receipt of which hereby is acknowledged, Ralph E. Barby and Marie Barby, his wife, (hereinafter called Grantor) hereby granted to Michigan Wisconsin Pipe Line Company, a Delaware corporation, its successors and assings, (hereinafter called Grantee) a right of way and easement to law, construct, operate, maintain, alter, replace, move and remove a pipe line and appurtenances for the transportation of gas, oil or other substances which can be transported transported through a pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following real estate situated in Harper County, State of Oklahoma, to-wit:

The Northwest Quarter (NW/4) of Section Twenty-two (22); the Northeast Quarter (NE/4) and the East Half of the Southeast Quarter (E/2SE/4) of Section Twenty-six (26); the Southeast Quarter (SE/4) of Section Twenty-three (23); and the South Half of the Southwest Quarter (S/2SW/4) and the Northwest Quarter of the Southwest Quarter (NW/4SW/4) of Section Twenty-five (25); Township Twenty-seven (27) North, Range Twenty-six (26) West of the Indian Meridian:

together with the right of ingress and egress at convenient points

Right of Way Contract - continued.

for such purposes.

Grantee agrees to pay for damages to growing crops and to fences of Grantors.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder.

The said Grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof and herein expressed:

Signed and delivered on this 13th day of June, 1959.

RALPH E. BARBY. MARIE BARBY.

In the prsence of: EVERETT BUSH.

ACKNOWLEDGED:

June 15, 1959 by Ralph E. Barby and Marie Barby, his wife, before Keith Drum, Notary Public, Beaver County, Oklahoma. Seal. Commission expires December 11, 1962.

W. F. Dunaway and Mada Dunaway, his wife; Alfred Barby and Gwenda Lea Barby, his wife; Russell Barby and Goldie Barby, his wife; and Albert Barby and Laura Barby, his wife,

RIGHT OF WAY CONTRACT

Dated: June 16, 1959

Filed: July 23, 1959, 11:00 AM

Recorded: Book 125 at Page 159

To

Michigan Wisconsin Pipe Line Company

For and in consideration of Two Hundred Seventy-six & No/100 Dollars (\$276.00) receipt of which hereby is acknowledged W. F. Dunaway and Mada Dunaway, his wife; Alfred Barby and Gwenda Lea Barby, his wife; Russell Barby and Goldie Barby, his wife; and Albert Barby and Laura Barby, his wife; (hereinafter called Grantor) hereby grant to Michigan Wisconsin Pipe Line Company, a Delaware corporation, its successors and assigns, (hereinafter called Grantee), a right-ofpway and easement to lay, constrct, operate, maintain, alter, replace, move and remove a pipe line and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipe line, along a route to be selected by the Grantee, over, through, upon, uhder and across the following real estate situated in Harper County, State of Oklahoma, to-wit:

The Northwest Quarter (NW¼) of Section Thirty-six (36), Township Twenty-seven (27) North, Range Twenty-six (26) West of the Indian Meridian;

together with the right of ingress and egress at convenient points for such purposes.

Grantee agrees to pay for damages to growing crops and to fences of grantors.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder.

Right of Way Contract-continued.

The said grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed:

Signed and delivered on this 16 day of June, 1959.

W. F. DUNAWAY
MADA DUNAWAY
ALFRED BARBY
GWENDA LEA BARBY
RUSSELL BARBY
GOLDIE BARBY
ALBERT BARBY
LAURA BARBY

In the presence of: EVERETT BUSH

ACKNOWLEDGED: June 16, 1959, by Alfred Barby and Gwenda

Lea Barby, his wife, Russell Barby and Goldie Barby, his wife, and Albert Barby and Laura Barby, his wife, before C. A. Lake, Notary Public, Harper County.

Oklahoma. Seal. Commission expires

Sept. 27, 1962.

ACKNOWLEDGED: June 17, 1959, by W. F. Dunaway and

Mada Dunaway, his wife, before F. Hiner

Dale, Notary Public, Texas County, Oklahoma.

• •

Seal. Commission expires 3-3-1963.



NO._

Ralph E. Barby and Marie Barby, his wife,

RIGHT OF WAY AGREEMENT.

August 10, 1959. Dated:

Filed:

Recorded: Book 125, Page 645.

August 31, 1959, 8:00 A.M.

Colorado Interstate Gas Company, a corporation,

State of Oklahoma.

To

County of Harper.

Know All Men By Thses Presents: That the undersigned (hereafter called Owner, whether one or more), for and in consideration of the sum of Two Hundred Fifty-three and 50/100 Dollars (\$253.50), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Colorado Interstate Gas Company, a Delaware Corporation, its successors and assigns (hereafter called Company), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines, (with fitting, tie-overs, catholic Portection equipment and all appliances appurtenant thereto) for the transportation of oil, gas or any other liquids or substances, along routes convenient for Company's operations under, over and across the lands of Owner, situate in the County of Harper, state of Oklahoma, described as follows:

> The Northwest Quarter (NW/4) of Section Twentytwo (22), in Township Twenty-seven (27) North, of Range Twenty-six (26) West of the Indian Meridian,

This easement is limited to one line across the above described land.

Right of Way Agreement - continued.

Company shall bury the top of its pipe at least 30 inches below the surface of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals in and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided however that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, catholic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands.

Company by the acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines.

To have and to hold said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same. Right of Way Agreement - continued.

Executed this 10th day of August, 1959.

RALPH E. BARBY. MARIE BARBY.

Witness: D. H. HARE.

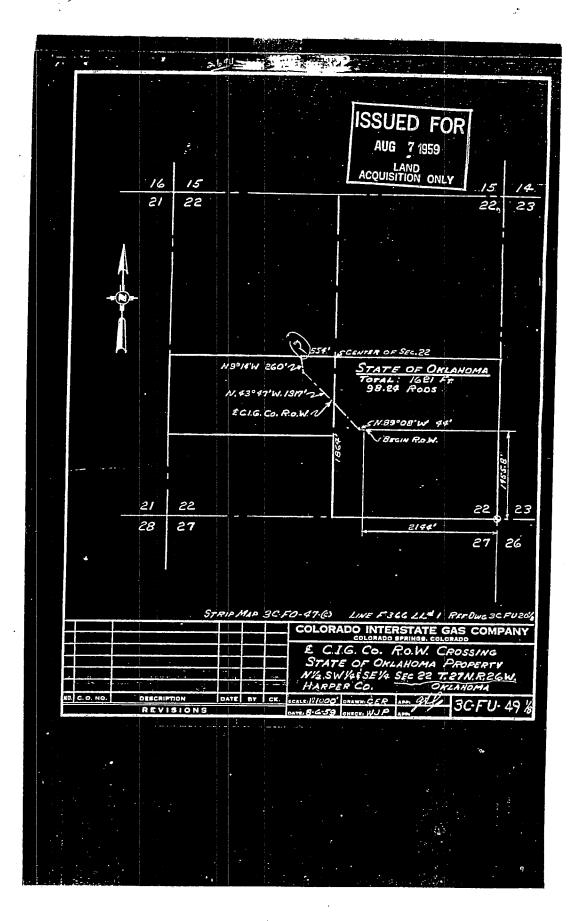
ACKNOWLEDGED:

August 10, 1959 by Ralph E. Barby and Marie Barby, his wife, before Maurine Faiden, Notary Public, Beaver County, Oklahoma. Seal. Commission expires June 22, 1961. EASEMENT

COMMISSIONERS OF THE LAND OFFICE	& 7077
STATE OF OKLAHOMA	
Oklahoma City, Oklahoma	
KNOW ALL MEN BY THESE PRESENTS:	
THIS INDENTURE, made and entered into this, the 31st day 1959, by and between the Commissioners of the Land Office of the State of Oklainafter designated as the parties of the first part, and Colorado Interstate Colorado Springs, Colo. hereinafter designated as the party of the se Box 1087	
WITNESSETH: That in consideration of the sum of Ninety-eight and	
which is hereby acknowledged, the parties of the first part, by power vested the Constitution and laws of the State of Oklahoma, hereby grant and convey untrof the second part, the full and free right to the uninterrupted access and enjoy. Permanent Easement for the following purposes only, covering ting described land situate in Harper . County, State of	in them by the party yment of a the follow- Oklahoma:
To construct, maintain, operate, remove and replace a pipeline not exceed 8-inches in diameter and not to exceed 98.24 rods in length through or across	to,
The Southeast Quarter and the North Half of the Southwest Quarter of Section 22, Township 27 North, Range 26 West,	
for the transportation of natural gas only, said pipeline to be labelow plow depth along lines shown on plat attached hereto, referre to and made a part hereof, as fully and completely as if set out infull herein, with right of ingress and egress,	
peing 98.24 lineal rods in length.	
EE.PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPT	ON.
This Easement shall not be transferred in whole or in part, except by ope aw, while legal title to said land remains in the State, without filing the tropy thereof in the office of the Commissioners of the Land Office, payment ransfer fee and approval of parties of the first part. Should party of the sects successors, heirs or assigns, cease to use said land for the purposes herein he same shall revert to the State of Oklahoma or its assigns, and all rights are eges herein granted shall thereupon cease and terminate.	of \$5.00 ond part,
It is hereby expressly understood and agreed that the party of the second practile with the agricultural lessee of said land for any dame ay be sustained toimprovements and/or crops, by reason of construction or use ight-of-way or Easement.	art shall ages that e of said
IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of the Caused these presents to be executed by their Chairman or Vice-Chairman and wheir Secretary, on the date first above written.	Oklahoma attested
COMMISSIONERS OF THE LAN STATE OF OKLAHOM	D OFFICE
The New Confi	/.
really Whollish Clory By Undy Una	Chairman

BOOM 126 PAGE 321 TRANSFER OR ASSIGNMENT

KNOW ALL MEN BY THES	E PRESENTS:			
That			•	, a corporation,
P. O				
consideration, receipt o grant, bargain and conve	f which is hereb	y acknowledge	d, do hereby ass	ign, transfer, sell,
P. O.				, all of our right,
title and interest in ar improvements and appurt	BRIGHT COS DE MARCOLINA	to belonging	coid twansfor	
subject to the approval	of the Commissio	ners of the La	and Office of th	e State of Oklahoma.
			•	·
Attest:	Secretary	Ву	/ 	President
STATE OF OKLAHOMA)				
COUNTY) SS	:	ACKNOWI	LEDGEMENT	
On thisday of Public in and for said co	ounty and state,	personally ap	peared	dersigned, a Notary
	to me kn	own to be the	identical pers	on who signed the
name of the maker thereof President and acknowledge act and deed, and as the	ed to me that e free and volun	executed the	deed of said c	_free and voluntary
uses and purposes therein Given under my hand	ı set torth.			
My commission expires	July Sear Suc Say	, and year las	c above willten.	
ny commission expires		•		Notary Public.
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E A S E M E N T From COMMISSIONERS OF THE LAND OFF STATE OF OKLAHOMA To Golorado Interstate Gas C'mpary EX 1087 Golorado Springs, Colorado	Filed and recorded in the the Commissioners of the Land Nagust of Oklahoma on the August 1959, and a the Easement Record No. 4	SS		my hand and official dy year above written to the seeds Acarptus C
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Ralph E. Barby and Marie M. Barby, his wife,

RIGHT OF WAY AGREEMENT.

Dated: October 15, 1959.

To

Filed:

Recorded: Book 128, Page 18.

November 5, 1959, 1:00 P.M.

Colorado Enterstate Gas Gas Company, a corporation,

State of Oklahoma.

County of Harper.

Know All Men By Thses Presents: That the undersigned (hereinafter called Owner, whether one or more), for and in consideration of the sum of Three Hundred Twelve and No/100 Dollars (\$312.00), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Colorado Interstate Gas Company, a Delaware Corporation, its successors and assigns (hereinafter called Company) a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipeline, with fittings, tieovers, catholic protection equipment and all appliances appurtenant thereto, for the transportation of oil, gas or any other liquids or substances, along route convenient for Company!s operations under, over and across the lands of Owner, situate in the County of Harper, State of Oklahoma, described as follows:

> The Northwest Quarter (NW/4) of Section Twentytwo (22) and Lots One (1) and Two (2) (being the North Half (N/2) of Section Twenty-one (21), all in Township Twenty-seven (27) North, of Range Twenty-six (26) West of the Indian Meridian,

This easement if limited to one line across the above described property.

Right of Way Agreement - continued.

Company shall bury the top of its pipe at least 30 inches below the surface of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals in and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided however that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipeline, or fittings, tie-overs, catholic protective equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across said lands.

Company, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipeline.

To have and to hold said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Right of Way Agreement - continued.

Executed this 15th day of October, 1959.

RALPH E. BARBY. MARIE M. BARBY.

ACKNOWLEDGED:

October 15, 1959 by Ralph E. Barby and Marie M. Barby, his wife, before Keith Drum, Notary Public, Beaver County, Oklahoma. Seal. Commission expires December 11, 1962.

Ralph E. Barby and Marie Barby, his wife,

RIGHT OF WAY CONTRACT.

Dated: February 1, 1960

To

Filed: February 10, 1960,10:30 AM

Recorded: Book 128 Page 406

Michigan Wisconsin Pipe Line Company, a corporation,

For and in consideration of Four Hundred Eight and No/100 Dollars (\$408.00) receipt of which hereby is acknowledged, Ralph E. Barby and Marie Barby, his wife, (hereinafter called Grantor) hereby grant to Michigan Wisconsin Pipe LineCompany, a Delaware Corporation, its successors and assigns, (hereinafter called Grantee), a right of way and easement to lay, construct, operate, maintain, alter, replace, move and remove a pipe line and appurtenances for the transportation of gas, eil or other substances which can be transported through a pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following real estate situated in Harper County, State of Oklahoma, towit:

The Northwest Quarter (NWZ) of Section Twenty-two (22), Township Twenty-seven (27) North, Range Twenty-six (26) West of the Indian Meridian; and

The Southwest Quarter (SWZ) of Section Fifteen (15), Township Twenty-seven (27) North, Range Twenty-six (26) West of the Indian Meridian;

together with the right of ingress and egress at convenient points for such purposes.

Grantee agrees to pay for damages to growing crops and to fences of grantors.

Grantee shall replace in a good and workmanlike manner all ile cut in the construction of its line or lines hereunder.

Right of Way-continued.

The said grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed;

Signed and delivered on this 1 day of Feb. 1960.

RALPH E. BARBY MARIE BARBY

In the presence of: H. L. ALTMAN

ACKNOWLEDGED:

February 1, 1960 by Ralph E. Barby and Marie Marby before Cleo Altman, Notary Public, Beaver County, Oklahoma. Seal. Commission expires August 10, 1961.



Ralph E. Barby and Marie Barby, his wife, RIGHT OF WAY CONTRACT.

Dated: March 25, 1960.

To

Recorded: Book 129 Page 483

Filed: April 7, 1960. 1:15 P.M.

Michigan Wisconsin Pipe Line Company, a corporation,

For and in consideration of Three Hundred Thirty-seven and 50/100 Dollars (\$337.50) receipt of which hereby is acknowledged Ralph E. Barby and Marie Barby, his wife, (hereinafter called Grantor) hereby granted to Michigan Wiconsin Pipe Line Company, a Delaware corporation, its successors and assigns, (hereinafter called Grantee) a right of way and easement to lay, construct, operate, maintain, alter, replace, move and remove a pipe line and appurtenaces for the transportation of gas, oil or other substances which can be tranported through a pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following real estate situated in Harper County, State of Oklahoma, to-wit:

> The Southeast Quarter (SE/4) of Section Twenty-three (23) and the West Half-of the Southwest Quarter (W/2SW/4) of Section Twenty-four (24); Township Twenty-seven (27) North, Range Twenty-six (26) West of the Indian Meridian:

together with the right of ingress and egress at convenient points for such purposes.

Grantee agrees to apy for damages to growing crops and to fences of Grantors.

Right of Way Contract - continued.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder.

The said Grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove ranted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof and herein expressed;

Signed and elivered on this 25th day of March, 1960.

RALPH E. BARBY. MARIE BARBY.

In the presence of: H. L. ALTMAN.

ACKNOWLEDGED:

March 25, 1960 by Ralph E. Barby and Marie Barby, his wife, before Cleo Altman, Notary Public, Beaver County, Oklahoma. Seal. Commission expires August 10, 1961.

Ralph E. Barby and Marie Barby, his wife,

To

RIGHT OF WAY CONTRACT.

Dated: April 18, 1960

Filed: May 11, 1960, 2:00 PM

Recorded: Book 130 Page 397

Michigan Wisconsin Pipe Line Company, a corporation,

For and in consideration of Four Hundred Seventeen and No/100 Dollars (\$417.00) receipt of which hereby is acknowledged Ralph E. Barby and Marie Barby, has wife, (hereinafter called Granter) hereby grant to Michigan Wisconsin Pipe Line Company, a Delaware Corporation, its successors and assigns, (hereinafter called Grantee), a right-of-way and easement to lay, construct, operate, maintain, alter, replace, move and remove a pipe line and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following real estate situated in Harper County, State of Oklahoma, towit:

Lots 3 & 4 (South Half (S½) Fraction) of
Section Sixteen (16), Township Twenty-seven (27)
North, Range Twenty-six (26) W.I.M. 57.6 Rods
Lots 1 & 2 (North Half (N½) Fraction) of
Section Twenty-one (21), Township Twenty-seven
(27) North, Range Twenty-six (26) W.I.M. 47.3 rods
The Northwest Quarter (NW½) of Section
Twenty-two (22), Township Twenty-seven (27)
North, Range Twenty-six (26) W.I.M. 172.7 Rods

together with the right of ingress and egress at convenient points for such purposes.

Grantee agrees to pay for damages to growing crops and to ences of grantors.

Right of Way Contract-continued

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder.

The said grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed:

Signed and delivered on this 18th day of April, 1960.

RALPH E. BARBY MARIE BARBY

In the presence of: H. L. ALTMAN

ACKNOWLEDGED:

April 18, 1960 by Ralph E. Barby and Marie Barby, his wife, before Cleo Altman, Notary Public, Beaver County, Oklahoma. Seal. Commission expires August 10, 1961.



NO.________

BUUH 130 PAGE 497

EASEMENT

Approved Account No. CS-1960 and CS-1963

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

OFL-46-28

Oklahoma-City , Oklahoma

WO.12,622 - 6

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTIFIE, made and entered into this, the 3rd day of May, 1960, by and between the Commissioners of the Land Office of the State of Oklahoma, hereinafter designated as the parties of the first part, and Transwestern Pipeline Co., Houston, Texas, P.O. Box 1916, hereinafter designated as the party of the second part:

To construct, maintain, operate, remove and relay one pipeline not to exceed 10 inches in diameter and not to exceed 182.72 rods in length through or across

The East Half of Section 36, Township 27 North, Range 26 West

for the transportation of natural gas only, said pipeline to be laid below plow depth along line shown on plat attached hereto, referred to and made a part hereof, as fully and completely as if set out in full herein, with right of ingress and egress,

leing 182.72 ineal rods in length.

SEE PLAT ATTACHED, WHICH IS HEBERY ADOPTED IN AID OF THIS DESCRIPTION.

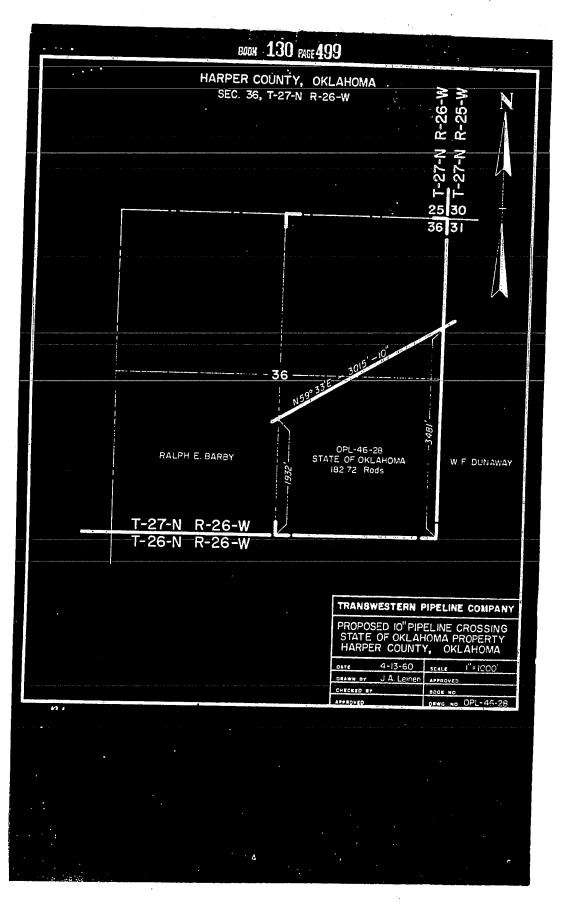
This hasement shall not be transferred in which or in part, except by operation of law, while legal title to said land remains in the State, without filling the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$5.00 transfer fee and approval of parties of the first part. Should party of the second part, its successors, noise or assigns, came to use said land for the purposes herein granted, the same shall revent to the state of Oklahome or its assigns, and all rights and privileges berein granted shall theremore coase and terminate.

It is hereby expressly understood and agreed that the party of the second part shall settle with the _____egricultural lessee of said land for any damages that may be sustained to _____ingrevenus and or crops. Iy reason of construction or use of said right of way or Easyment.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused the And Spots to be executed by their Chairman or Vice-Chairman and attested by their Severary, ton the date first above written.

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

		ER OR ASSI			
KNOW ALL MEN	BY THESE PRESENTS		<u> </u>		
That					
P. O				a corp	
consideration, r	receipt of which is h	ereby acknowled	iged, do hereby a	, for a	aluable
P. O.					
title and intere	est in and to the East d appurtenances ther pproval of the Commis	sement describe	d on the reverse	side hereof.	and all
subject to the a	pproval of the Commis	ssioners of the	Land Office of	r and sale bei the State of Ok	ng made lahoma.
			·.		
Attest:	Secretary		By	• • • •	
	Secretary			, F	resident
					
STATE OF OKLAHOMA	A)	ACKNO	WLEDGEMENT		
COUNTY	()				
On this	day of said county and sta	, 19,	before me, the u	indersigned a	Natary
-Public in and for	said county and sta	te, personally known to be t	appeared he identical per		itocary
name of the maker President and ack	nowledged to me that	and roregorn	g instrument as	its	
act and deed, and	d as the free and vo therein set forth.	luntary act ar	d_deed_of_said_d	free and vol	untary or the
Given under n	ny hand and seal the	day and year 1	ast above written		
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воон 131 раск 98003

EASEMENT

Typed Proofed Account No. Univ. -7083

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA, Oklahoma City, Oklahoma

OPX 50-2

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH: That in consideration of the sum of Twenty and 48/100 - - - Dollars (\$ 20.48), the receipt of which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a Permanent Easement for the following purposes only, covering the following described land situate in Harper County, State of Oklahoma:

To construct, maintain, operate, remove and relay one pipeline not to exceed 6 inches in diameter and not to exceed 20.48 rods in length through or across the

Northeast Quarter of Section 25, Township 27 North, Range 26 W.I.M.,

for the transportation of natural gas only, said pipeline to be laid below plow depth along line shown on plat attached hereto, referred to and made a part hereof, as fully and completely as if set out in full herein, with right of ingress and egress

being 20.48 lineal rods in length.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of S, on transfer fee and approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate.

It is hereby expressly understood and agreed that the party of the second part shall settle with the ______ agricultural lessee of said land for any damages that may be sustained to __improvements and/or crops, by reason of construction or use of said right-of-way or Eosement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahomahave caused these presents to be executed by their Chairman or Vice-Chairman and attested by their Secretary, on the date first above written.

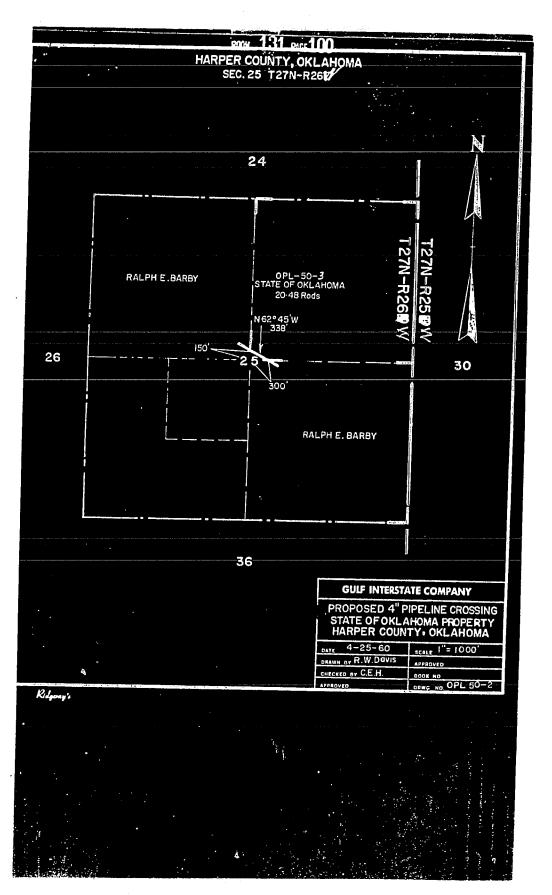
COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

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FOOM 131 PAGE 99

	THANGEER U.R	I ROSIGNMENT	• • • • • • • • • • • • • • • • • • • •
KNOW ALL MEN BY THE			
That			, a corporation.
P. O consideration, receipt grant, bargain and conv	of which is hereby	acknowledged, do hereby as:	
P. O title and interest in improvements and appur	and to the Easement	described on the reverse belonging, said transfer rs of the Land Office of th	_ , all of our right, side hereof, and all
Attest:	Secretary	By	t · · · · · · · · · · · · · · · · · · ·
STATE OF OKLAHOMA) COUNTY)	S:	ACKNOWLEDGEMENT	
On thisday of	county and state, pe	, 19, before me, the unresonally appeared	ndersigned, a Notary
name of the maker there President and acknowled act and deed, and as the uses and purposes there	ged to the within and ged to me that concerning to me that concerning the free and voluntation set forth	n to be the identical per- foregoing instrument as i executed the same as ry,act and deed of said c	sonwho signed the ts free and voluntary orporation, for the
Given under my hand	l and seal the day a	nd year last above written	•
My commission expires			Notary Public.
E A S E M E N T From COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA Transwestern Pipeline Company, P. O. Box 1916 Houston, Texas	Filed and recorded in the Office of the Commissioners of the Land Office of the State of Oklahoma on the Lay ed in the Easement Record No. Later on Page 45	STATE OF OKLAHOMA) SS: Anaper COUNTY) SS: I hereby certify that this instrument was filed for record and properly of famer on the 31 day of clock and 1/5 minutes and is recorded in Book No. 34 But on Page 6 famer of 7000 No. 34 But on Page 6 famer of 7000 No. 34 But on Page 6 famer of 7000 No. 34 But on Page 6 famer of 7000 No. 34 But on Page 6 famer of 7000 No. 34 But on Page 6 famer of 7000 No. 34 But o	with the standard and official seal on the day and year above written. W. H. GRMMES County Classe Herister of Desde By Accounts
			W. X. in the state of the state
			6.5



Ralph E. Barby, and Marie Barby, his wife.

To

EASEMENT

Dated: May 16, 1960

Filed: July 27, 1960, 8:00 AM

Recorded: Book 132 at Page 477

Transwestern Pipeline Company

State of Oklahoma, County of Harper.

Name and Address of Grantor (whether one or more, called "Grantor") Ralph E. Barby and Marie Barby, his wife, Knowles, Oklahoma. Land Description: (called "Land") In Harper County, Oklahoma. Description of Tract.

R/W NO. 46-27 46-30	Quarters SE 1 SE 1 SW 1	Section 35 36	Township 27N 27N	Range 26 WIM 26 WIM	No.Rods 239.03
46-30	$NW_{\frac{1}{4}}^{\frac{1}{4}}NW_{\frac{1}{4}}^{\frac{1}{4}}$	31	27N	25 WIM	16.97
50-2	SE\{\frac{1}{4}} SW\{\frac{1}{4}}; NW\{\frac{1}{4}} SW\{\frac{1}{4}}; NW\{\frac{1}{4}} SW\{\frac{1}{4}};	30 2 5	27N 27N	25 WIM 26 WIM	324.85
50-4	słnw _ł	25	27N	26 WIM	36

l. That Grantor in consideration of \$5.00 cash in hand paid, the receipt and sufficiency being acknowledged, and in consideration of \$1.00 per linear rod to be paid to Grantor before the first pipeline is laid, has and does hereby Grant, Bargain, Sell and Convey unto Transwestern Pipeline Company, a Delaware corporation, with offices at Houston, Texas, its successors and assigns, (called "Grantee"), the right, privilege and éasement at any time and from time to time to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipelines, gate valves, fittings, tieovers, and other appurtenances, including Cathodic protection equipment, for the transportgation of oil, gas, petroleum products and any other liquids, gases or substances which can be transported through pipelines; together with the right to select, change or alter the routes under, upon, over

Easement-continued.

2. Delated

- 3. This grant and all the terms and provisions hereof shall bind and inure to the benefit of the respective heirs, lessees, licensees, successors and assigns of Grantor and Grantee and the rights and easements herein granted may be assigned together or separately and in whole or in part to any other person, firm or corporation.
- 4. To Have and to Hold with warranty covenants unto Grantee, its successors and assigns, with ingress to and egress from the above Land for all purposes herein granted.
- 5. Grantor is to fully use and enjoy said premises except for the purposes herein granted to Grantee, and provided that Grantor shall not construct or permit to be constructed any house, structure, pond, reservoir, or obstruction on or over or that will interfere with the construction, maintenance or operation of any pipelines and appurtenances constructed hereunder and will not change the grade over such pipelines.
- 6. Any pipeline laid pursuant to this grant shall, wherever said Land is under cultivation, be buried to such depth as will not interfere with the ordinary cultivation thereof; provided that any pipeline may be suspended across irrigation or other canals, waterways, gulleys or ravines in or on said Land, and such places where legges of rock or boulders are encountered, either underground or projecting above the surface of the ground, said pipelines may be buried at any depth or laid on the tops of such rocks or boulders.
- 7. Grantee agrees to pay any damages to growing crops, fences, buildings and timber on said Land which may immediately and directly result from the exercise of the rights herein granted.
- 8. At the option of Grantee, all payments to be made here-under shall be paid or tendered by check or draft of Grantee either direct or by mail to Grantor or to Grantor's credit to Agent or Depository Bank, who are hereby appointed Grantor's agentfor such purpose and are authorized to receive and receipt for the same. Absent notice in writing to the contrary, Granter authorizes Agent to deal for and bind Grantor's interest in all

Easement-continued.

matters relative to the rights and easement herein granted, i.e., settlement of surface damages, etc. Grantee shall not be deemed obligated to lay any pipeline on the above land.

In Witness Whereof, Grantors have executed this agreement on this 16th day of May, 1960.

RALPH E. BARBY MARIE BARBY

May 16, 1960, by Ralph E. Barby, also known as Ralph Barby, and Marie Barby, his wife, ACKNOWLEDGED: before Keith Drum, Notary Public, Beaver County, Oklahoma. Seal. Commission expires December 11, 1962.



Ralph E. Barby & Marie Barby, his wife

To

Michigan Wisconsin Pipe Line Company RIGHT OF WAY CONTRACT

Dated: February 10, 1961

Filed: April 3, 1961 10:00 AM

Recorded: Book 138, Page 663

Consideration: \$780.00

For and in consideration of Seven Hundred Eighty and No/100 Dollars (\$780.00) receipt of which hereby is acknowledged Ralph E. Barby and Marie Barby, his wife (hereinafter called Grantor) hereby grant to Michigan Wisconsin Pipe Line Company, a Delaware corporation, its successors and assigns, (hereinafter called Grantee), a right-of-way and easement to lay, construct, operate, maintain, alter, replace, move and remove a pipeline and appurtenances for the transporation of gas, oil or other substances which can be transported througha pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following realestate situated in Harper County, State of Oklahoma, to-wit:

All of Section Thirteen (13) and the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Twenty-seven (27) North, Range Twenty-six (26) West of the Indian Meridian

together with the right of ingress and egress at convenient points for such purposes,

Grantee agrees to pay for damages to growing crops and to fences of Grantors.

Grantee shall replace in a good and workmanlike manner all title cut in the construction of its line or lines hereunder.

The said grantors shall have the right to fully use and enjoy the surface of said premises, except for the purpose hereinabove granted, All pipe lines to be buried so as not to interfere with the cultivation of the farm.



CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CAPTION HERETO COMPILED BY PIONEER ABSTRACT & TITLE CO., BUFFALO, OKLAHOMA

Right of Way Contract - continued:

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

Signed and delivered on this 10th day of February, 1961.

In the presence of: H. L. ALTMAN

RALPH E. BARBY MARIE BARBY

In consideration of \$1.00 and other and valuable considerations, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the grantee therein of the rights granted by said grant.

Dated	this	 day	of	
520.0	Rods			Tenant

ACKNOWLEDGED:

February 10, 1961 by Ralph E. Barby and Marie Barby, his wife, before Elizabeth Demmau, Notary Public, Beaver County, Oklahoma. Seal. Commission expires August 12, 1961.



BOOM 142 PAGE 153

EASEMENT

Typed 2	hereon.
Propled	
Approved	Mill -

COMMISSIONERS OF THE LAND OFFICE

No.CS-1960 ε CS-1963

STATE OF OKLAHOMA Oklahoma City, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

457-2619-66

- W-Sulf 19;	<u> </u>	
THIS INDENTURE, made and entered into this, the	sin Pipe I he second rec and the rece ted in t unto the enjoymen	ipt of hem by party

the East Half of Section 36, Township 27 North, Range 26 W.I.M.

said pipeline to be laid below plow depth along line shown-on-plat attached hereto, referred to and made a part hereof, as fully and completely as if set out in full herein, with right of ingress and egress.

NOTICE:

(No drips, markers, meters, pump, regulator, valves or other structures can be placed upon said land under the provisions of this Easement.)

being _______1ineal rods in length.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$5,00 transfer fee and approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate.

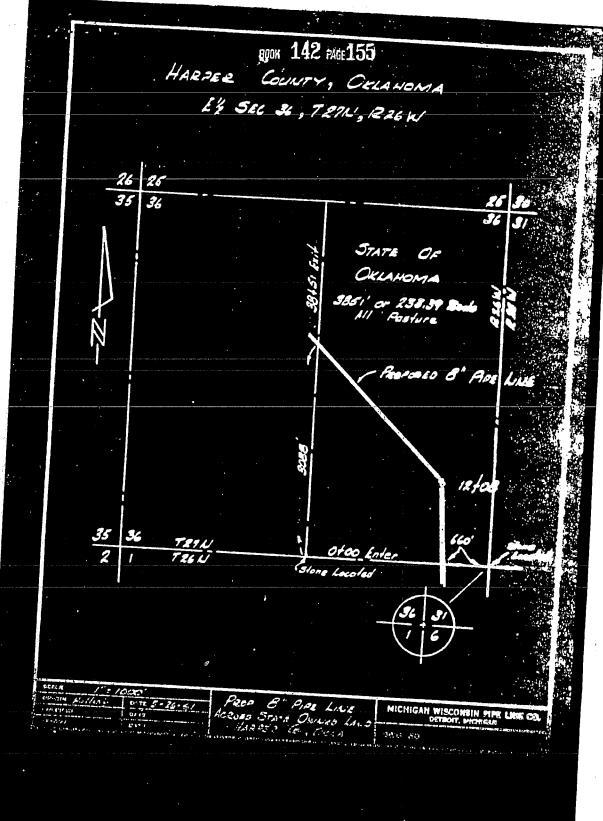
It is hereby expressly understood and agreed that the party of the second part shall settle with the _____ agricultural lessee of said land for any damages that may be sustained to ____improvements and/or crops, by reason of construction or use of said

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused these prescuts to be executed by their Chairman or Vice-Chairman and attested

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

TRANSFER OF ASSIGNMENT KNOW ALL MEN BY THESE PRESENTS:

	That	
	P. O	corporation.
	consideration, receipt of which is hereby selection	
i	P. O	r a valuable nsfer sell
1	title and interest in and to the F	Sell,
İ	title and interest in and to the Easement described on the reverse side here subject to the approval of the Commissioners of the commissioners.	f our right,
ı	improvements and appurtenances thercunto belonging, said transfer and sale subject to the approval of the Commissioners of the Land Office of the State of	being made
ı	subject to the approval of the Commissioners of the Land Office of the State of	of Oklahoma.
	Attest:	
	Secretary By	
		President
	(IT) IT	
	STATE OF OKLAHOMA)	
	COUNTY) SS: ACKNOWLEDGEMENT	
	On thisday of, 19, before me, the undersigned Public in and for said county and state, personally appeared, to me known to be the identical personal persona	
	and for said county and state, personally appeared, the undersigned	. a Notarv
	name of the maker thereof to the within and foregoing instrument as its	
	President and acknowledged to me that	signed the
	uses and purposes there and voluntary act and dood of	voluntary
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	My commission written.	6
	my commission expires	10 6
	name of the maker thereof to the within and foregoing instrument as its act and deed, and as the free and voluntary act and deed of said corporation Given under my hand and seal the day and year last above written.	y Public
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		3QNJ



Alfred Barby & Gwendla Lea Barby, his wife, Russell Barby & Goldie Barby, his wife. RIGHT OF WAY CONTRACT.

Dated: June 26, 1961

Filed: July 7, 1961, 10:15 AM

Recorded: Book 142 Page 156

To

Michigan Wisconsin Pipe Line Company, a corporation,

For and in consideration of Three Hundred Ninety Seven Dollars and 50/100 Dollars (\$397.50) receipt of which hereby is acknowledged Alfred Barby & Gwendla Lea Barby, his wife, Russell Barby & Goldie Barby, his wife (hereinafter called Grantor) hereby grant to Michigan Wisconsin Pipe Line Company a Delaware corporation, its successors and assigns, (hereinafter called Grantee), a right of way and easement to lay, construct, operate, maintain, alter, replace, move and remove a pipe line and appurtenances for the transportation of gas, which can be transported through a pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following real estate situated in Harper County, State of Oklahoma, to-wit:

The Northwest Quarter (NW2) of Section Thirty-six (36) Township Twenty-seven (27) North, Range Twenty-six (26) W.I.M.

Right of Way not to exceed 50 feet in width. Any additional right of way and above ground installation must be settled for soon after construction is completed.

together with the right of ingress and egress on available lease roads for such purposes.

Grantee agrees to pay for damages to growing crops and to fences and grass of grantors.

Right of Way-continued

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder.

The said grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

Signed and delivered on this 26th day of June 1961.

RUSSELL BARBY GOLDIE BARBY

ALFRED BARBY
GWENDA LEA BARBY

In the presence of: H. L. ALTMAN

ACKNOWLEDGED:

June 26, 1961 by Alfred Barby, Gwendla Lea Barby, his wife, and Russell Barby, Goldie Barby, his wife, before Keith Drum, Notary Public, Beaver County, Oklahoma. Seal. Commission expires December 11, 1962.



W. F. Dunaway and Mada Dunaway, his wife, RIGHT OF WAY CONTRACT.

Dated: June 26, 1961

Filed: July 20, 1961, 1:40 PM

Recorded: Book 142 Page 355

To

Michigan Wisconsin Pipe Line Company, a Delaware Corporation,

For and in consideration of Ten and no/100 Dollars (\$10.00) receipt of which hereby is acknowledged W. F. Dunaway and Mada Dunaway, his wife, (hereinafter called Granter) hereby grant to Michigan Wisconsin Pipeline Company, a Delaware corporation, its successors and assigns, (hereinafter called Grantee), a right of way and easement to lay, construct, operate, maintain, alter, replace, move and remove a pipe line and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following real estate situated in Harper County, State of Oklahoma, to-wit:

The Northwest Quarter (NW 2) of Section Thirty-six (36), Township 'Twentyseven (27) North, Range Twenty-six'(26) West of the Indian Meridian

together with the right of ingress and egress at convenient points for such purposes.

Grantee agrees to pay for damages to growing crops and to fences of grantors.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder.

Right of Way-continued

The said grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that theperson securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

Signed and delivered on this 26th day of June 1961.

W. F. DUNAWAY MADA DUNAWAY

ACKNOWLEDGED:

June 26, 1961 by W. F. Dunaway and Mada Dunaway, his wife, before F. Hiner Dale, Notary Public, Texas County, Oklahema. Seal. Commission expires 3-3-1963.

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23 C

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CAPTION HERETO COMPILED BY PIONEER ABSTRACT & TITLE CO., BUFFALO, OKLAHOMA

Ralph E. Barby and Marie Barby, his wife,

RIGHT OF WAY CONTRACT.

Dated: June 23, 1961

Filed: August 16, 1961, 11:00 AM

Recorded: Book 143 Page 59

To

Michigan Wisconsin Pipe Line Company, a corporation,

For and in consideration of Four Hundred Ninety and 50/100 Dollars (\$490.50) receipt of which hereby is acknowledged Ralph E. Barby and Marie Barby, his wife, (hereinafter called Grantor) hereby grant to Michigan Wisconsin Pipe Line Company, a Delaware corporation, its successors and assigns, (hereinafter called Grantee), a right of way and easement to lay, construct, operate, maintain, alter, replace, move and remove a pipe line and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipe line, along a route to be selected by the Grantee, over, through, upon, under and across the following real estate situated in Harper County, State of Oklahoma, to-wit:

The South Half of the Southwest Quarter (S2SW2) and the Northwest Quarter of the Southwest Quarter (NW2SW2) of Section Twenty-five (25); The Northeast Quarter (NE2) and the East Half of the Southeast Quarter (E2SE2) of Section Twenty-six (26) All in Township Twenty-seven (27) North, Range Twenty-six (26) W.I.M.

together with the right of ingress and egress at convenient points for such purposes.

Grantee agrees to pay for damages to growing crops and to fences of grantors.

Grantee shall replace in a good and workmanlike manner tile cut in the construction of its line or lines hereunder.

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CAPTION HERETO COMPILED BY PIONEER ABSTRACT & TITLE CO., BUFFALO, OKLAHOMA

Right of Way-continued

The said grantors shall have the right to fully use and enjoy the surface of said premises, except for the purposes hereinabove granted. All pipe lines to be buried so as not to interfere with the cultivation of the farm.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this congract is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

Signed and delivered on this 23rd day of June 1961.

RALPH E. BARBY MARIE BARBY

ACKNOWLEDGED:

June 23, 1961 by Ralph E. Barby and Marie Barby, his wife, before Elizabeth Denman, Notary Public, Beaver County, Cklahoma. Seal. Commission expires Aug. 12, 1961.



CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CAPTION HERETO COMPILED BY PIONEER ABSTRACT & TITLE CO., BUFFALO, OKLAHOMA

Ralph E. Barby & Marie Barby, his wife,

RIGHT OF WAY AGREEMENT.

Dated: November 30, 1961

To

Filed: December 27, 1961, 10:00 AM

Recorded: Book 145 Page 378

Michigan Wisconsin Pipe Line Company,

For and in consideration of One Hundred Forty Nine and No/100 Dollars (\$149.00) to the undersigned in hand paid, receipt of which hereby is acknowledged Ralph E. Barby & Marie Barby, his wife, Grantors do hereby grant, convey and warrant to Michigan Wisconsin Pipe Line Company, 500 Griswold Street, Detroit 26, Michigan, Grantee, a Delaware corporation its successors and assigns, a right of way to construct, test reconstruct, renew, operate, maintain, inspect, alter, repair and remove a cathodic protection ground bed and rectifier setting consisting of rectifier, service pole, ground anodes, gathering cable and apparatus for the purpose of maintaining corrosion control upon Grantee's natural gas pipe line, including any future natural gas pipe line of Grantee, over and through the following real estate in Harper County in the State of Oklahoma, to-wit:

NE/4 Sec. 26, T. 27 N. R26W

together with the right of ingress to and egress from said above described real estate at convenient points for such purposes and with all rights necessary for the convenient enjoyment of the privileges herein granted, hereby releasing all contingent rights, including dower, distributive share and homestead of the undersigned. To have and to hold the same unto Grantee, its successors and assigns, so long as any structure or equipment installed hereunder is used or remains thereon.

Grantee shall not interfere with the use of said premises by Grantor for stock raising or farming purposes, except in the exercise of the work permitted hereunder.

Grantee shall pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or emoving the ground bed, rectifier, and appurtenances. If

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CAPTION HERETO COMPILED BY PIONEER ABSTRACT & TITLE CO., BUFFALO, OKLAHOMA

Right of Way-continued

this amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the owner, one by the Grantee, its successors or assigns, and the third by the two so appointed and their written determination of amount shall be final and conclusive, Grantee shall bury the gathering cable below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this 30 day of November 1961.

RALIHUE BARBY MARIE BARBY

Witness:

H. L. ALTMAN

ACKNOWLEDGED:

November 30, 1961 by Ralph E. Barby and Marie Barby, his wife, before Elizabeth Denman, Notary Public, Beaver County, Oklahoma. Seal. Commission expires August 12, 1965.



Ralph E. Barby and Maire Barby, his wfie,

To

RIGHT OF WAY AGREEMENT.

Dated: February 20, 1963.

Filed: May 18, 1963, 10:00 A.M.

Recorded: Book 155 Page 275

Colorado Interstate Gas Company, a corporation,

State of Oklahoma.

County of Harper.

Know All Men By These Presents: That the undersigned (here-inafter called Owner, whether one or more), for and in consideration of the sum of Five Hundred Twenty-five and No/100 Dollars (\$525.00), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Colorado Interstate Gas Company, a Delaware corporation, its successors and assigns (hereinafter called Company), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing a pipeline (with fittings, tie-overs, catholic protiction equipment and all appliances appurtenant thereto) for the transportation of oil, gas and any other liquids or substances, along routes convenient for Company's operations under, over and across the lands of Owner, situate in the County of Harper, State of Oklahoma, described as follows:

The West Half (W/2) of Section Fifteen (15), Township Twenty-seven (27) North, Range Twenty-six (26) West of the Indian Meridian;

Right of Way Agreement - continued.

Company shall bury the top of its pipe at least 40 inches below the surface of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided however that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, catholic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands.

Company, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines.

To Have and to hold said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon, and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns against every person shomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Right of Way Agreement - continued.

Executed this 20th day of February, 1963.

RALPH E. BARBY. MARIE BARBY.

ACKNOWLEDGED:

February 20, 1963 by Ralph E. Barby and Marie Barby, his wife, before Keith Drum, Notary Public, Beaver County, Oklahoma. Seal. Commission expires December 11, 1966.

BUCH 178 PAGE

RRECTION EASEMENT TO CORRECT EASEMENT NO. 2694, DATED APRIL 21, 1959 CORRECTION

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA Oklahoma City, Oklahoma

Typed Proofed Approved

> Account No. Univ. 7077 to 7080 incl.

KNOW ALL MEN. BY THESE PRESENTS:

THIS INDENTURE, made and entered into this, the 19.66, by and between the Commissioners of the Land Office of the State of Oklahoma, bereinafter designated as the parties of the first part, and Colorado Interstate Gas Co. hereinafter designated as the party of the second part: Colorado Springs, Colo. Box 1087

WITNESSETH: That in consideration of the sum of Six Hundred Fifty-five and 99/100 ---- Dollars (\$ 655.99 -----.---), the receipt of which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a Permanent Easement for pipeline purposes only, covering the follow-., County, State of Oklahoma : Harper ing described land situate in. To construct, maintain, operate, remove and replace a pipeline for the transportation of gas only through or across the following described lands: A pipeline not to exceed 8-inches in diameter and not to exceed 220.42 rods in length through or across the

Southeast Quarter (SEL) of Section 22, Township 27 North, Range 26 W.I.M., and a pipeline not to exceed 6-inches in diameter and not to exceed 435.57 rods in length through or across the

North Half (N) and Southwest Quarter (SW) of Section 23, Township 27 North, Range 26 W.I.M., with rights of ingress and egress, said pipe lines to be laid below plow depth along lines shown on Plats attached hereto, referred to and made a part hereof as fully and completely as if set out in full herein.

NOTICE: This Easement is issued to correct prior Easement to-show that the pipe line in the Southeast Quarter intersects the East line of said SE's one thousand two hundred sixty (1260) feet North of the Southeast corner instead of one thousand six bundred seven (1607) feet.

being total of 655.99 _lineal rods in length.

SEE PLATSATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$10.00 transfer fee and approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate.

It is hereby expressly understood and agreed that the party of the second part shall agricultural lessee of said land for any damages that settle with the_ may be sustained to __improvements and/or crops, by reason of construction or use of said right-of-way or Easement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Chairman or Vice-Chairman and attested by their Secretary (,,on the date first above written.

> COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

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E A S E COMMISSIONERS OF STATE O

BOOM 178 PAGE 71 Procled Vingelm TRANSFER OR ASSIGNMENT E PRESENTS: A. C. P. P. C. P. P. C. P. C. P. C. P. C. P. P. C. KNOW ALL MEN BY THESE PRESENTS: M. Nathana That P. O.____ consideration, receipt of which is hereby acknowledged, do hereby assign, transfer, sell, grant, bargain and convey unto____ title and interest in and to the Easement described on the reverse side hereof, and all improvements and appurtenances thereunto belonging, said transfer and sale being made subject to the approval of the Commissioners of the Land Office of the State of Oklahoma. eleza c. Attest ____ ... Secretary STATE OF OKLAHOMA)

) SS:

COUNTY) , 19 ..., before me, the undersigned, a Notary On this day of Public in and for said county and state, personally appeared -name of the maker thereof to the within and foregoing instrument as its ______ received the same as _____ free and voluntary act; and deed, and as the fige and voluntary act; and deed, and as the fige and voluntary act; and deed, and as the fige and voluntary act; and deed, and as the fige and voluntary act; and deed of said corporation, for the uses and purposes therein set forth.

[Given under my hand, and seal the day and year last above writtens or her nother to the day and seal the day and year last above writtens or her nother to the day and seal the day and year last above writtens or her nother to the day and seal the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above writtens or her nother than the day and year last above written with the day and year last above with the day and year last above written with the day and year last above with the day are day and year last above with the day and year last above with My commission expires____ Notary Publics Colorado Interstate Gag Co.

Colorado Interstate Gag Co.

Colorado Springs, Colo.

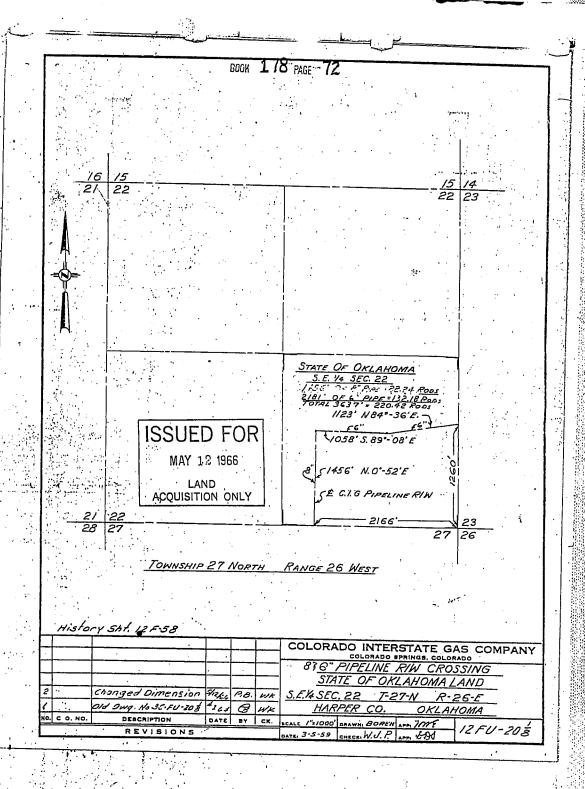
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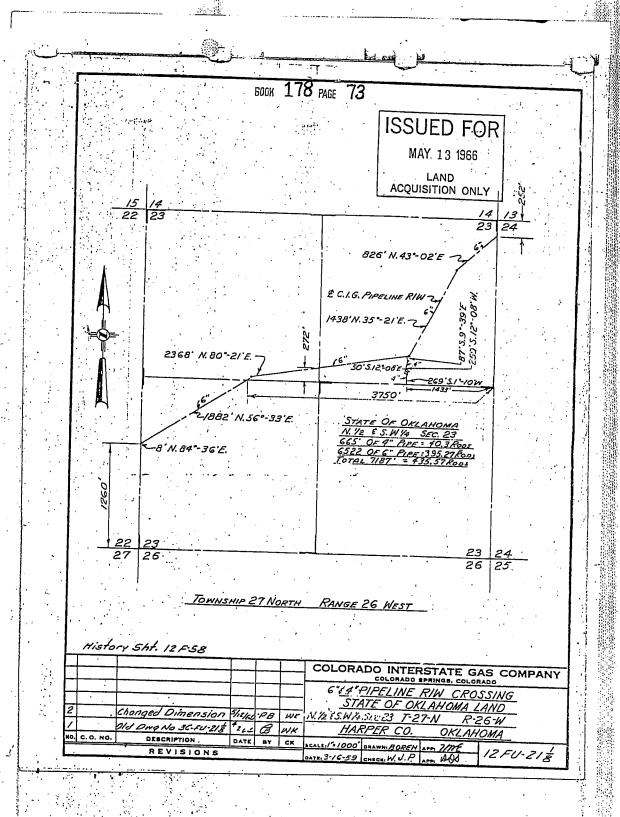
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BOOK 182 PAGE 95

EASEMENT

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

Oklahoma City, Oklahoma

Proofed Approved Account

Reins

KNOW ALL MEN BY THESE PRESENTS:

witnesseth: That in consideration of the sum of <u>One Hundred Fifty-five and 00/100 - Dollars</u> (\$155.00 - - - - - -), the receipt of which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a <u>Permanent</u> Easement for the following purposes only, covering the following described land situate in <u>Harper</u>, County, State of Oklahoma:

To construct, maintain, operate, and remove one (1) cathodic protection unit in

the West Half of the Southeast Quarter of Section 22, Township 27 North, Range 26WIM,

with necessary cables, anodes, and cathodes, all of which are to be constructed and maintained at least 36 inches beneath the surface of said land; also, to install rectifier with necessary attachments on one (1) power pole with one (1) anchor, all to be constructed upon said land at places shown on Plat attached hereto, referred to and made a part hereof as fully and completely as if set out in full herein, with rights of ingress and egress, to be used in connection with the protection of pipelines placed upon said Quarter Section under the provisions of easements heretofore issued by the parties of the first part.

NOTICE:

No structures other than those above specified can be placed upon or beneath the surface of said land under the terms and provisions of this Easement.

MANAGORAS CONTROL MANAGORAS CONTROL

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$10.00 transfer fee and approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate.

It is hereby expressly understood and agreed that the party of the second part shall settle with the ______ agricultural lessee of said land for any damages that may be sustained to __improvements and/or crops, by reason of construction or use of said right-of-way or Easement:

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Chairman or Vice-Chairman and attested by their Secretary, on the date first above written.

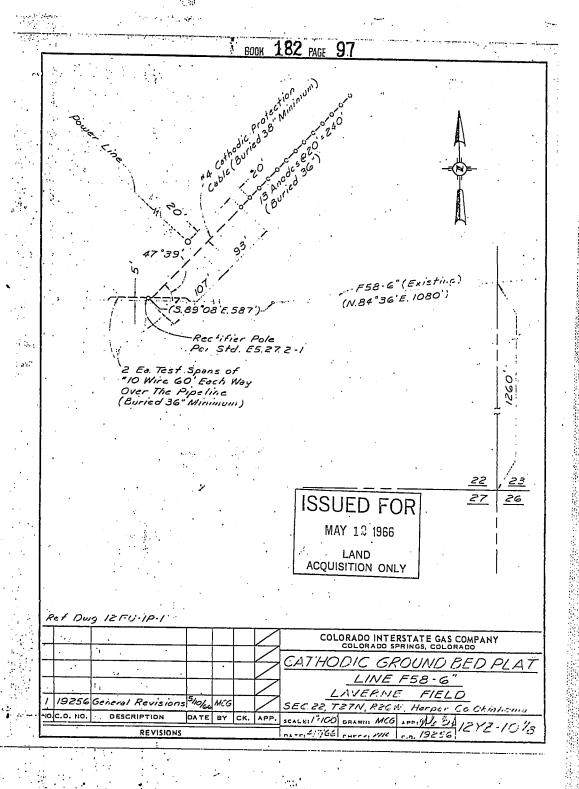
COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

Attest: De Tien

By Buch Sure Chairman

BOOK 182 PAGE 96 TRANSFER OR ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:		
That the track	, ,	a corporation,
P. O.	•	for a valuable
consideration, receipt of which is hereby acknowledged,		
grant, bargain and convey unto		
P. 0.	, al	l of our right,
title and interest in and to the Easement described on improvements and appurtenances thereunto belonging, as subject to the approval of the Commissioners of the Land	id transfer and a	sale being made
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Attest: By		President
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STATE OF OKLAHOMA)		· :
ACKNOWLE	JGEMENT	
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	re me, the unders	signed, a Notary
Public in and for said county and state, personally appe		
, to me known to be the i	dentical person_	who signed the
name of the maker thereof to the within and foregoing in		
President and acknowledged to me thatexecuted the		
act and deed, and as the free and voluntary act and duses and purposes therein set forth.		
Given under my hand and seal the day and year last		
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EASEMENT

Typed . Proofed Approved 🛴

No.<u>UNIV 70</u>83

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA Oklahoma City, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made and entered into this, the 1968, by and between the Commissioners of the Land Office of the State of Oklahoma, hereinafter designated as the parties of the first part, and Colorado Interstate Corporation, P.O. Box 1087, Colorado Springs, hereinafter designated as the party of the second part: Colorado 80901,

WITNESSETH: That in consideration of the sum of Two Hundred Fifty-two and No/100 - - Dollars (\$252.00- - - -), the receipt of which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a

Permanent Fasement for the following purposes only, covering the following described land situate in_ Harper . County, State of Oklahoma:

To construct, maintain, operate, remove and re-lay one (1) pipeline, not to exceed six (6) inches in diameter and not to exceed one hundred sixty-eight (168) rods in length, through or across the

Northeast Quarter of Section 25-T27N-R26W,

for the transportation of gas and gas products; said pipeline to be constructed and maintained at least thirty-six (36) inches beneath the surface of said land along a line shown on plat attached hereto, referred to and made a part hereof as fully and completely as if set out in full herein, with rights of ingress egress.

NOTICE:

No structures, other than the above described pipeline, can be placed upon or beneath the surface of said land under the terms and provisions of this easement.

168 _lineal rods in length.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of \$15.00 transfer fee and approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate.

It is hereby expressly understood and agreed that the party of the second part shall settle with the _agricultural lessee of said land for any damages that may be sustained to ___improvements and/or crops, by reason of construction or use of said right-of-way or Easement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Chairman or Vice-Chairman and attested by their Secretary, on the date first above written.

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

1010 Creech

BOOK 197 PAGE 384

TRANSFER OR ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:	
That	
P. O	, a corporation,
consideration, receipt of which is hereby ackno grant, bargain and convey unto	wledged, do hereby assign, transfer, sell,
title and interest in and to the Easement desc improvements and appurtenances thereunto belo subject to the approval of the Commissioners of	ribed on the reverse side hereof, and all nging, said transfer and sale being made the Land Office of the State of Oklahoma.
Attest:	
Secretary	ByPresident
	Frestdent
On thisday of, 19Public in and for said county and state, persona	going instrument as its who signed the going instrument as its free and voluntary t and deed of said corporation, for the
My commission expires	•
The state of the s	Notary Public.
E A S E.M E N T From COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA To Colorado Interstate Corporation, P. O. Box 1087, Colorado Springs, Colorado 80901 Filed and recorded in the Office of the Commissioners of the Land Office of the State of Oklahoma on the // day of Colorado Oklahoma O	I hereby certify that this instrument was filed for record and properly indexed in my office on the day of clock and and a the day of clock and and a the day on Page 3 23 of initial of fire on the day and year shore witten. WITNESS my fund and of rich and the day and year shore witten. By Local All Carry All Courty Register of Deeds
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Form 154 - 9/68

BUOK 1.98 PAGE 628

Solorado Interstate Corporațio, RIGHT OF WAY AGREEMENT

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				LL Mocane (Leverne) F 431-1
STATE OF	Oklahoma	•	_, .	Co_20109
COUNTY OF	Harper	•)	<u> </u>
			-/	KNOW ALL MEN BY THESE PRESENTS:
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right of way and pipe line; (with portation of oil.	easement for the fittings, tie—ove gas, or any other of Owner, situa	purposes o	l laying, const	dged, does hereby grant, sell and convey unto COLORADO its successors and assigns (hereinafter called COMPANY), a ructing, maintaining, operating, replacing and removing quipment and all appliances appurtenant thereto) for the translong front convenient for Company's operations under, over and Harper, State of Oklahoma
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ttorney in fact for nd all sum or sum nd to execute any s the undersigned come incapacitat said attorney's r	r the undersigne s of money for de and all receipts might or could de ed and/or unable	authorized to d, in their amages pays and release to if persons to serve, to	names, places able or to beco es which, in s ally present. I	receipt for same, and who is also appointed the true and lawful and stead, to ask, demand, collect, recover and receive any mee payable hereafter under any of the terms of this agreement, aid attorney's judgment, may be necessary or proper, as fully n the event of said attorney's death, or if said attorney should dereby appoints
There is	ralno hereby gra	nted the rig	de provincias i :ht-to-lav,-en a	and powers granted above.
aucceanner and w	nth the same righ	na provided	above, additi	The title of the transfer care and the trans
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id right of way an	d casement unto the same, or an	udministrate said Compr y part there	ors, successor iny, its succes of.	isement unto said Company, its successors and assigns, anti- le line is maintained thereon; and the undersigned hereby broad is and assigns, to warrant and forever defend all and singular ssors and assigns, against every person whomsoever lawfully
o no other represe	eed that this rigi entations have b	it of way gr een made mo	ant as written odifying, addir	above covers all of the agreements between the parties and ag to or changing the terms of the same. 19 68
Executed	this_30 -	Lday	or <u>Deez</u>	mber 19 68
				P. 116 = 11 -
				Ralph E. Barby
		6.1		
			<u> </u>	1. Marie M. Dare
·····				Marie M. Barby

Comment	шон 198 ган 629
STATE OF OKLVERONA COUNTY OF Beaver	
Before me. the undersign this day of Area and Marie M. Barby, his wife	, 19 6B, personally appeared Ralph E, Barby
executed the same as their free and	cknowledged to me that they voluntary act and deed for the uses and purposes therein set forth. e hereunto set my hand and official seal the day and year last above written.
The state of the s	
STATE OF)) ss;)
Before me,	, a Notary Public in and for said County and State, on , 19, personally appeared, to me personally known to be the identical and
the within and foregoing instrument, and accexecuted the same asfree and v IN WITNESS WHEREOF, I have My Commission expires:	oluntary act and deed for the uses and purposes therein set forth. hereunto set my hand and official seal the day and year last above written. NOTARY PUBLIC
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subscribed the name of the maker thereof to the	same as his from and and and an and a data to the same and a data to the data to the same and a data to the same and a data to the same a
	nereunto set my hand and official seal the day and year last above written.
My Commission expires:	6 \$ 2 NOTARY PLOUIT

Form = 2910 9/72

воок 250 расе 621

PIPELINE EASEMENT

Line #	OG-16601-F-
Tract #	3
5271	

KNOW ALL MEN BY THESE PRESENTS:

That.	Fred Little and Joyce Ann Little, husband and wife	
	RFD, Rosston, Oklahoma	
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ot 2.00 be	r referred to as Grantor, (whether one or more), for and in consideration of right of way and other valuable considerations, the referred to as Grantor, (whether one or more), for and in consideration of the considerations of the considerations of the consideration of the considera	acaint of
edged, do	es hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMP	acknowl
Delaware hereinafte	corporation, having its principal office at 2223 Dodge Street, Omaha, Net r referred to as Grantee, and to its successors and assigns, the exclusive	oraska,
privilege	and easement to construct, maintain and operate a pipeline, or pipelines, nees thereto, on, over, under, across and through a strip of land — fifty	and
in the Cou	feet (50) in width across the following described land si	tuated

The Southwest Quarter (SW4) of Section Twelve (12), Township Twenty Seven-North (27N), Range Twenty Six-West (26W).

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said land across the adjacent property of the Grantor for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing, or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

- 1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
- 2. That during construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than $\underline{\quad \text{none} \quad}$ feet $(\underline{\quad \ \ \,}0\quad\underline{\quad})$ in width on each side of the easement strip referred to above for working space only.
- 3. That during construction the Grantee will bury all line pipe to provide a minimum cover of 36 inches except in rock where a minimum cover of 24 inches will be provided.
- 4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by the construction, maintenance or operation of the Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right of way that might interfere with the operation or maintenance of Grantee's facilities.
- 5. That Grantee will restore the surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.
- 6. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.
- 6A. That Grantee, as an additional consideration for this easement, attaches hereto and makes it a part hereof, a natural gas tap clause for domestic and irrigation gas.

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As part of the initial consideration to be paid or made available to Grantor for the right-of-way granted hereunder, Grantee shall, following Grantor's written request for and subsequent execution of Grantee's form of application for service for farm tap customers, install or cause to be installed one tap on any gas line constructed hereunder, for the purpose of supplying gas to Grantor for personal irrigation domestic/and farmstead uses only and not for resale by Grantor, and for use on the above-described premises only. Such tap, comprising the initial pipeline pressure regulator and the meter and associated equipment at the tap point, will be the responsibility of Grantee and installed and maintained at Grantee's cost. All other equipment downstream of the meter, including Grantor's fuel line and appliance pressure regulating devices, will be the responsibility of Grantor, and installed and maintained at Grantor's cost. Said tap will be provided by Grantee from a convenient point on its pipeline as Grantee may determine, and gas taken under this provision shall be measured and furnished to Grantor at the rate and upon such terms as may be established by Grantee (or its vendee or assignee) from time to time. Grantee shall not be obligated to make such tap or sales directly to Grantor in any state in which Grantee is not doing business as a gas distribution utility; however, in any such state, Grantee will make such tap and sale to a willing gas distribution utility as a sale for resale. All of the foregoing is subject, however, to Grantee's right, without further obligation, to abandon or interrupt its use of any such line, or to transport through the same, substances which are not suitable for use by Grantor; and is further subject to the present and future valid orders, rules and regulations of regulatory agencies with jurisdiction and to Giantee's tariff filed pursuant thereto.

Form 154 - 9/68

BOOK 253 PAGE 104

Colorado Interstate Corporation RIGHT OF WAY AGREEMENT

STATE OF	OKLAHOMA)	CO_22718 & 22719
COUNTY OF_	HARPER)	KNOW ALL MEN BY THESE PRESENTS:
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in hand paid, INTERSTATE right of way ar pipe lines (wi portation of oi	the receipt of CORPORATION, and easement for the fittings, tie-ol, gas, or any oth ds of Owner, situ	which is hereby ack , a Delaware Corpor se purposes of laying vers, cathodic protec	knowledged, does hereby grant, sell and convey unto CÓLORADO ation, its successors and assigns (hereinafter called COMPANY), a constructing, maintaining, operating, repairing, replacing and removing ction equipment and all appliances appurtenant thereto) for the transces, along routes convenient for Company's operations under, over and
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Before me, the undereigned a Notary Public in and for said County and State, on the winds and suppose of the said County and State, on the personally appeared Ralph R. Barby and Later of Hary of Harden and wife. to me personally appeared the said county and State, on the winds and specific free and voluntary act and deed for the uses and purposes therein act forth. IN STATE OF State of the said County and State, on this secured the same as free and voluntary act and deed for the uses and purposes therein act forth and state of the said County and State, on the said Cou	COUNTY OF	Beaver) ss;			
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the within and foregoing instrument, and acknowledged to me that they recovered the same as the fact from the way and purposes therein set forth. STATE OF	this 25.04	larby of ferne	casy, 19	75, personally app	eared Ralph E. Barby	y and State, o
Before me, a Norary Public in and for said County and State, on this county and special season of the same as personally appeared. STATE OF COUNTY OF Before me, day of 19 personally known to be the identical person who executed the same as free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. CORPORATE ACKNOWLEDGMENT CORPORATE ACKNOWLEDGMENT Sa; Before me, a Norary Public in and for said County and State, on this day of 19 personally shown to be the identical person who executed the same as 19 personally shown to be the identical person who executed the same as 19 personally known to be the identical person who executed the same as 19 personally known to be the identical person who executed the same as 19 personally shown to be the identical person who executed the same as 19 personally shown to be the identical person who executed the same as 19 personally appeared. CORPORATE ACKNOWLEDGMENT TATE OF 19 personally appeared 19 perso	the within and lie	Same dailie		to me personally kn	own to be the identical person <u>s</u>	who executed
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Before me,) ss;			
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A NORTH YOUR CONTROLLED SET BY A NORTH YOUR ON SOLUTION OF SHEET O	Defere		_			
TATE OF	this	_ day of	. 19	, a Nota	y Public in and for said County	and State, on
TATE OF	and			to me personally kno	wn to be the identical person	who executed
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. NOTARY PUBLIC NOTARY	executed the same	egoing instrument, and	d acknowledged to nd voluntary act o	o me that		
CORPORATE ACKNOWLEDGMENT Before me, a Norary Public in and for said Councy and State, on this						
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CORPORATE ACKNOWLEDGMENT County Clear County C		•	MECKE	THE PRETUDENT WAS	PLID FOR MICH	ENT ORF
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CORPORATE ACKNOWLEDGMENT CORPORATE ACKNOWLEDGMENT Second as the free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. Commission expires:			,	PULT RECORDED IN BE.	A.S. A	STA1
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Before me, a Notary Public in and for said County and State, on this		•	CORPORATE	ACKNOWLEDGMENT		Δ.
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Before me, a Notary Public in and for said County and State, on this	TATE OF)			
	DUNTY OF) ss;)	•••		
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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. Commission expires:	d acknowledged t	o me that he executed	to the foregoing i	nstrument as its free and voluntary act		
Commission expires:					•	•
	IN WITN	NESS WHEREOF, I ha	ive hereunto set	my hand and official	seal the day and year last abov	e written.
	Commission expi	ires:			————————————————————————————————————	

BUOK 258 PAGE 252

MW 517 REV. 4-65 · Standard Form

granted by said grant.

RIGHT OF WAY CONTRACT

R/W No. 452-04160-1(487) 452-246-1-(488)

	Dollars (8 300 403) receipt of which
nereby is acknowledgedRalph_E_F	, radorpt of white
Raipir F.	Barby and Marie Barby, his wife
·	
esiding at	
personale composition, whose address is On pessors and assigns, (hereinafter called GI operate, maintain, alter, replace, move and the transportation of gas, oil or other subst along a route to be selected by the Grantee	t to MICHIGAN WISCONSIN PIPE LINE COMPANY, a e Woodward Avenue, Detroit, Michigan 48226, its suc RANTEE) a right-of-way and easement to lay, constru remove a pipe line or pipe lines and appurtenances for ances which can be transported through a pipe line, over, through, upon, under and across the following country, to-wit:
NEH DEY 17 Letin 35"	and Aliver 1. + 3111
7/	Aldran 3L
all n Louisty 2.	7. North, Range 36 W! M.
R/W not to exce	I 50 St. in Widta
Orce 4 inch I. D.	Pipe line
is is set out above as consideration for ear	s at convenient points for such purposes. Should great at any time Grantor shall be paid the same sum ch such additional line. Any additional pipe lines table to the first line constructed because.
Grantee agrees to pay for damages	to growing crops and to fences of grantors.
Grantee shall replace in a good and its line or lines hereunder.	d workmanlike manner all tile cut in the construction
The said grantors shall have the rixcept for the purposes hereinabove granted he cultivation of the farm.	ight to fully use and enjoy the surface of said premise 1. All pipe lines to be buried so as not to interfere w
The rights herein granted may be s	ssigned in whole or in part.
. It is understood that the person se greement in respect of the subject matter h	curing this contract is without authority to make any ereof not herein expressed:
SIGNED AND DELIVERED ON THIS 3	Zloay of Jone, 19 75
THE PRESENCE OF Altmen	(Raiph E. Barby)
(Herman L. Altman)	Marie Barling
	(Marie Barby)

NONE TENANT

BUCK 258 PAGE 253

	ACKNOWLEDGMENT .
STATE OF LOKLA	AHOMA
COUNTY OF	/ 55,
. Before me	e, the undersigned, a Notary Public in and for said County and State, on this day of
W. C.	10.75
und Almanie	Barby, his wife to me known to be the identical person S who
excented the within	and foregoing instrument, and acknowledged to me that they executed the same as
pheir Ge	and woluntary act and deed for the uses and purposes therein set forth.
O.S. Witness my	head and seal the day and year last above written.
AHO	H- A. altman
My commission see	Notary Public
-Curyst 7	2-17-78
-	ACKNOWLEDGMENT
STATE OF	SS.
COUNTY OF	
	the undersigned, a Notary Public in and for said County and State, on this day of
and	, 19, personally appearedwho
executed the within	and foregoing instrument, and acknowledged to me thatexecuted the same as
	and voluntary act and deed for the uses and purposes therein set forth.
	hand and seal the day and year last above written.
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My commission expire	Notary Public
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	17-1946
	HARPER COUNTY EE THIS INSTRUMENT WAS PURE
	THIS INSTRUMENT WAS FILED FOR RECY ORD ON MILE TO THE PORT OF THE PROPERTY OF
•	DULY RECORDED IN BK. 45
	QITICE.
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	COUNTY CLINE
	PLEVITE
	To Value of the Control of the Contr

Colorado Interstate Gas Company RIGHT-OF WAY AGREEMENT

BOOK 310 PAGE 41

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	•			LL Mocane (Lav) F455
STATE OF	Oklahoma)		CO 26449
COUNTY OF	Harper			KNOW ALL MEN BY THESE PRESENTS
Ten and on	7100			ore), for and in consideration of the sum o
right of way and pipe lines (with portation of oil,	GAS COMPANY, a Delay leasement for the purpose of fittings, tie-overs, car gas, or any other liquids s of Owner, situate in the	vare Corporation, its es of laying, construct hodic protection equip for substances, along	d, does hereby g successors and ling, maintaining, o ment and all appl routes convenier	rant, sell and convey unto COLORADO assigns (hereinafter called COMPANY), a operating, repairing, replacing and removing iances appurtenant thereto) for the trans- of for Company's operations under, over and , State of Oklahoma
	That part of the	South Half (Ct)	and Northwee	t Overton (2011) - 5
			v-seven (27)	t Quarter (NWt) of North, Range Twenty-
	six (26) West ly	ing south of U.	S. Highway \$4	i I
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			02 = 0 5 7	
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the construction thereto. Compa with ingress and Comp arise from layin Any who is hereby a	and use of said pipe line ny shall have all privile! legress along said pipe! pany, by the acceptance g, constructing, maintain! payment hereunder may b ppointed agent and author	s, or fittings, tie—over ges necessary or conv ines and over and acr hereof, agrees to pay ing, operating, repairi e made or mailed to O ized to receive and re	s, cathodic protecenient for the full oss said lands. for damages to crag, replacing or rewner or to	who is also appointed the true and lawful
attorney in fact and all sum or s and to execute a as the undersign	for the undersigned, in ums of money for damage: my and all receipts and r	their names, places a s payable or to become eleases which, in sai ersonally present. In	nd stead, to ask, payable hereafte d attorney's judge the event of said	demand, collect, recover and receive any runder any of the terms of this agreement, nent, may be necessary or proper, as fully attorney's death, or if said attorney should
in said attorney	's place and stead with a	ll of the privileges an	d powers granted i	above.
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TO I such pipe line b themselves, the said right of wa claiming or to cl	e constructed and so long ir heirs, executors, admit y and easement unto said laim the same, or any par	thereafter as a pipe histrators, successors Company, its success thereof, way grant as written	line is maintained and assigns, to vers and assigns.	company, its successors and assigns, until thereon; and the undersigned hereby bind variant and forever defend all and singular against every person whomsoever lawfully of the agreements between the parties and te terms of the same.
				10 80 1 Marie Barby Irrevocable
			Family Trus	-
The Liberty	National Bank and	Trust Company	By:	M. Minars, Trustee
of Oklahoma	Ciry, Oklahoma, Tr	rustee	neverly	n. minars, irustee

. April 28, 1981

EASEMENT

HECKED

Know All Men by These Presents:

That Fred Little and Joyce Little of Harper County; Oklahoma, party of the first part, in consideration of the sup in hand paid, receipt of which is hereby acknowledged, do hereb themselves, their heirs, executors, administrators and assigns, standard convey to Charles Little, party of the second part, his heirs and assigns, an easement and right of way over and across the following described real property and premises situated in Harper County, State of Oklahoma, to-wit:

> A strip of land 20 feet in width being 10 feet on either side of a line from a point in the center of the following real estate to a point on the North line of said real estate 1320 feet West of the Northeast corner thereof, to-wit: The Southeast & of Section 12-T27N-R26W of Indian Meridian

with right of ingress and egress to and from the same, for the purpose of laying, erecting, maintaining and operating over, through and upon the same a water pipeline for irrigation purposes.

Provided, that such pipeline shall be buried at least 4 feet under the ground, and shall not interfere with the use of said premises by first party.

Witness the hands of the parties hereto this 17 day of December

STATE OF OKLAHOMA

1974.

111740br 47.131

COUNTY OF XXXXXXXX BEAVER

Before me, the undersigned, a Notary Public in and for said County and State on this 17 day of December , 1974, personally appeared Little and Joyce Little, to me known to be the identical persons who , 1974, personally appeared executed the within and foregoing instrument and acknowledged to me that They executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Olyen under my band and neal the day and year last always written.

Fly commontour option has, 1, 1977

C.O. 29607

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

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BOOK NOO 1 BYRE 520	EASEMENT	C. O. 29607
		Essement No. 7193
NOW ALL MEN BY THESE PRESENTS:	•	Account No. UV 7193
THIS INDENTURE made and entered into this	, the 18 day of February	, 1986 tess, by and between the
the contract of the contract of the Chain of Oblin	home, heroinatter designated as the C	series of the tirst part, and <u>dulut duu</u>
nterstate Gas Company. P.O. Box 1	U87, Colorado Springs, C	
reinafter designated as the party of the second part WITNESSETH: That in consideration of the sum	Five hundred fifty 0	0/100
them by the Constitution and laws of the State of C	Oklahoma, hereby grant and convey u	nto the party of the second part, the full and free Easement for a cathodic groundbed
ght to the uninterrupted access and enjoyment of a		County, State of Oklahoma.

Commencing at the Southeast corner of Section 22-27N-26W, Harper County, Oklahoma; Thence North 54°54' West 2,035 feet to a point; Thence North 43°13' East 326.5 feet to a point; Thence North 8°22' West 70 feet to the point of beginning; Thence with and along the centerline of said right of way and easement, 20 feet in width, South 8°22' East 180 feet to the point of termination in the SE/A of ead Section 22-27N-26W feet to the point of termination in the SE/4 of said Section 22-27N-26W.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

NOTICE: No structures other than the <u>Cathodic groundbed</u> hereinsbove described, and line markers in fence rows may be placed upon or beneath the surface of said land, under the terms and conditions of this Essement, Party of the first part, its successors and assigns, reservois the right to use the surface in the area granted by this Essement for all purposes not inconsistent with the necessary servicing of the pipeline by the party of the second part. Party of the second part shall see that the pasture land is revegetated according to the specifications of the field technician of parties of the first part.

PROVIDED, however that it is expressly agreed and understood and agreed by the party of the second part that the granting of this easement does not in any way permit the party of the second part to interfere with the party of the first part, its successors and assigns, in the exercise of its free and uninterrupted access, use and enjoyment of the whole of the premises covered by the above described easement, it is further understood by the party of the second part that interference with party of the first part's its successors and assigns, free use and enjoyment of the premises shall constitute forfeiture of all of the party of the second part's right, title and interest in the above described property. Upon failure to show due cause as to why this agreement should not be cancelled for such interference, party of the second part agrees to remove all of its property, whether real, personal or mixed, within thirty (30) days from the date of receipt of notice to remove lits property. its property.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State. This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State. Without filling the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of transfer lee and written approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, for a period of not more than one (1) year the same shall rever to the State of Oklahoms or its assigns, and all rights and privileges herein of the second parties and the transfer of the session of the second parties and use thereof for a period of One (1) year or more shall constitute abandoment of this essement, usage of the above described premises and use thereof for a period of One (1) year or more shall constitute abandoment of this essement, party of the second part does grant, bargain, sell and convey all of its right, title and interest in the premises to party of the first part, its successors and assigns, in the event of abandoment as above stated.

It is hereby expressly understood and agreed that the party of the second part shall settle with the understanding the second part shall settle with the understanding that party of the first part is neither entitled to nor responsible for payment of the proceeds of such settlement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma, have caused these presents to be executed by the Contract of the Asia (State Shall
by their Secretary, on the date first above written.

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA

Form No. 187 Revised 8/80

BOOK 0387 FAGE 294

TRANSFER OR ASSIGNMENT

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consideration, and convey unt	receipt of	which is hereb	y acknow	ledged, d	oes hereb	y assign,	transfer,	, for a valu sell, grant, ba	rgain
P. O interest in and thereunto belon Land Office of	ging, sala	iransier and s	d on the a	reverse si made sul	de hereof, pject to th	and all in a approv		its right, title s and appurtence emmissioners o	
Attest:	Sec	retary			Ву		·	Presider	nt
STATE OF OK	LAHOMA OUNTY	SS.		AC	KNOWLE	DGEMEN	T ·		
On this	day of state, per	rsonally appea	, 19	_, before	me, the u	ndersigne	ed, a Notory	Public in and	l for
thereof to the w	ithin and i	_, to me kno foregoing instr	vn to be	the ident	ical pers	on who s	igned the r	ame of the m	aker
	my hand a	ed to me that tary act and de and seal the do	ed of so	id Carpara	tion, for i	ha desie .	gird Antbuse	Nary act and d	eed, orth.
My commission				 -			2 41	Rathry Pub	lic.
	- - - - -		. 1			110	(*/57.) (*/57.)		
No. 7193 E A S E M E N T From COMMISSIONERS OF THE LAND OFFICE	pany ings,	Office Office 18 day	76		instrument x indexed	6 K	S	ounty Deputy	
	Colorado Interstate Gas Company. O. Box 1087, Colorado Springs,	Filed and recorded in the the Commissioners of the Land the State of Oklahoma on the Pebruary , 1986, and in the Easement Record No. 4	3	\$5.	~ 1 7.1	inutes No. 22	WITNESS my hand and officia day and year above written. LEA HARRINGTON	7 4	
THE L	ite Ga	Filed and recorded in Commissioners of the L. State of Oklahoma on Pruary 1986, the Easement Record No.	. 3	¥ ≻	and prop	Book No.	WITNESS my hand and offic on the day and year above written LEA HARRINGTON	1	
No. 7193 SEMENT From NERS OF TH	To tersta	d reco	TH	STATE OF OKLAHOMA	certify scord o	.≅ <i>m</i>	my hand o year above HARRINGTON	Register of Deeds Lan	
A S E Fr FoneR	do In	Filed and the Commissing the State of February in the Easem	Secretary	F Q	I hereby certify filed for record y office on the	o' clock and and is recorded on Page 29	rNESS y and LETA!	\$ 3 0 3	
E MMISS	olora O. B	Filed of the Commission of the State of Tebruary in the Ease		ATE	_≗ %	Page 1	the do	gis ber	,
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E OF OKLAHOMA	78)). 								
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periophily in the contract of the light ledged to into the Commission	preared he;Commiss that he exe ars of the Lar	ioners of the Lan scuted the same ad Office of the	d Office of	the State of	Secretary f Oklahom ntary act a	, to me ki a to the fi nd deed, a	nown to be to oregoing instead as the fre	he identical per rument as its 50 e and voluntary	on secreti
itie Commission			VI ON			////	uiesein set (o	na,	
٠.					10		Notary Pub	llo.	·

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BOOK 0391 FAGE 085

RIGHT OF WAY AGREEMENT

PRAIRIE STATES GAS CO. PIPELINE PROSPECT TRACT # 4 AFE#_8609 Beaver - Harper Pipeline

	KIGHT OF HE	TORECHENT	_	System
STATE UF: Oklahoma				
COUNTY OF: Harper	•			
For in and consideratin hand paid, the receipt and signed (hereinafter call GRAN and CONVEY TO PRAIRIE STATES Wichita, Kansas 67202, its or-way and easement along a herein (the location of the to construct, maintain, operappurtenant facilities across Harper , St	I sufficiency of TOR, whether one GAS COMPANY, 20 successors and a route, the locat IXXXX pipeline, ite, repair, alt	which is hereby a c or more), does he 00 Douglas Building ussigns (hereinafte tion of which has as constructed to her, replace and re	cknowledged, the treby GRANT, BARGAI, 104 S. Broadway, r call GRANTEE), a een agreed to by tevidence such agremove pipelines and in the County of	under- IN, SELL a right- the parties eed route),
A strip of land 50' wide 10, T27N-R26WIM, lying So NW/W of Section 15 and Lot	uth of the Cent	erline of U.S. High	hway 64 and the	
The easement herein grant on the Survey Plat attach				•
This easement is subject between the parties herei		greement dated Jul;	y 30, 1986 by and	
			•	
The GRANTOR represents Darrell Cox (405) 921-3249			<u>s</u> or is not) rente	ed to
The GRANTEE shall have for the full enjoyment or use ing the same to the free right and from said light-of-way attrees, undergrowth and other use of said pipeline. The Gror in part.	of the rights t of ingress to d easement, and obstruction, th	herein granted, in and egress over a the right from time at may injure, end	cluding but withou nd across said lan me to time to cut anger or interfere	ut limit- nds to all with the
TO HAVE AND TO HOLD ur and easements herein granted, for the purposes herein grant purpose of construction, insp property of GRANTEE herein de keduscoexcentouscandoadminds sessadoabloandosingalanceadd sessadoabloandosingalanceadd sessayopassassasbassassascalanceadd	or any one of ed, with ingres ecting, repairi scribed; andobable sodessoco(andobable pressbassocottock	them shall be used s to and egress fr reconsidered by the country of the country	by, or useful to, om the premises fo eplacing and remove byo-bloodo-bloodo-so- scholecowancando-so-lo scensorso-ando-assig	GRANTEE or the ring the cookbobb forever recordeddas
The GRANTEE agrees to physical damage to growing cr by construction, maintenance, of said pipeline and appurter consideration herein paid doe land surface damages. GRANTO	ops, timber, fe operation, rep ant facilities. s include payme	nces, or other strairing, alteration It is understood nt of the initial o	uctural improvemen, replacement or r and agreed that t	ts caused removal he and
No representation or sadding to, or changing the te	tatements, verb rms of this Agr	al or written, have eement.	e been made modify	ing,
IN TESTIMONY WHEREOF, 30th day of July	the GRANTORS he _, 19 <u>86</u> .	rein have executed	this convayance t	his
	LANDOWNERS	SIGNATURE The Liberty Natio	anal Raniers min	c1/
Daniel Cox		of OklahomasOlty		Company V
Beverly M. Minars		Attest Assist	ant Secretary	<u>ゾニ</u>
Beverly M. Minars, Darrel Oklahoma City, Oklahoma,	l Cox and The Li Trustees of the	iberty National Bar Ralph E. and Marie	k and Trust Compa Barby Irrevocabl	ny, of e Family

Trust.

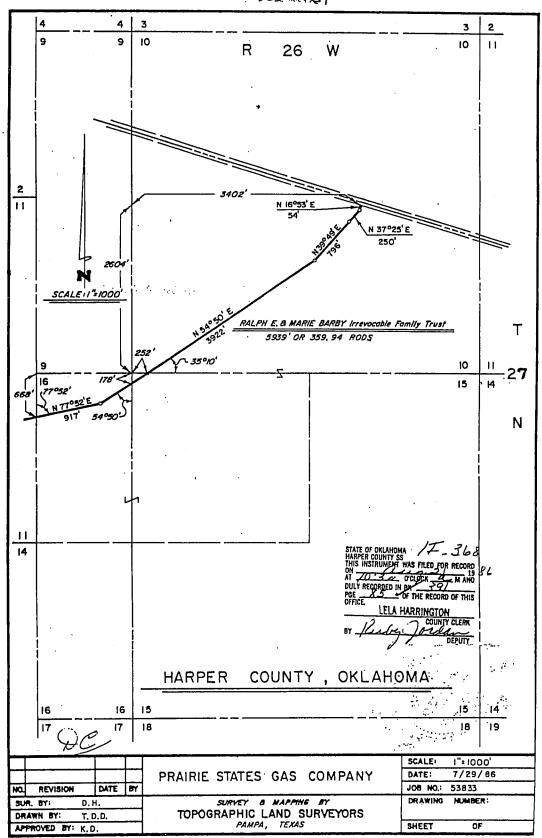
TENANT'S CONSENT

BOOK 0391 PAGE 086

The undersigned tenant and/or holder of a surface lease on the above described lands hereby grants 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 the 30rh day of 5	<u>1ly</u> , 19 <i>86</i>
	Danell Co
_	
COUNTY OF OHLORONO SS	
On this 304 day of and for said County and State, personally apart his wife, to r	, 1986, before me, a Notary Public in
and for said county and State, personally all and this wife, to r	ne personally known to be the identical
person who executed the within and forego executed the same as free	ina instrument and acknowledged to me that
and numbered therein, cot torth	
WITNESS my hand and official seal the day a	nd year first above written.
the annial address countries.	1. Kan Moral Public
Opport 13 1500	Notary Public
1 30° 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	· '
STATE OF Oxlahoma	
COUNTY OF Oxyahama ss	·
on this 3000 day of in and for said County and State, personal in and	y appeared here me, a Notary Public y appeared here with the state of the personally known to be the identical bing instrument and acknowledged to me that
executed the same as this free	and voluntary act and deed for the uses
and purposes therein set forth. WITNESS my hand and official seal the day a	nd year first above written.
My complete on available	
My commission expires:	Y. Kar thotary Public
CADAL TO TOTAL	Notary Public
The state of the s	
STATE OF Oxono	
COUNTY OF OHOLOWOOD SS	
A. lertubank	, 1920, before me, a Notary Public in and red (him Bunk -) is located personally known to be the identical person nstrument and acknowledged to me that
	ary act and deed for the uses and purposes
WITNESS my hand and official seal the day a	nd year first above written.
My commission expires:	0.00
Opril 13 1090	1. Lack Many Public
78 BUN 1.2. 321.10	

Exhibit "A"
1800x 0391 FAGE 087



1-24 spow

BOOK 0416 PAGE 028

RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA
COUNTY OF HARPER

KNOW ALL MEN BY THESE PRESENTS:

That Darrell Cox, Beverly Minars, Liberty National Bank and Ralph E. and Marie Barby Irrevocable Family Trust, hereinafter referred to as "Grantor", does hereby grant to Donald C. Slawson, Oil Producer, hereinafter referred to as "Grantees", a right of way 30 feet wide as follows:

2838' or 172 rods located in Section 13-27N-26W, Marper County, Oklahoma. as shown in the Topographic Survey map dated April 6, 1988 and which is attached and made a part of that certain Right-of-Way Agreement dated April 29, 1988.

on the following terms:

For and in consideration of \$1,510, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to Grantees and each of them, their agents, employees, licensees and permittees, the right to repair, improve, maintain and use said right of way for the purpose of moving in and out drilling equipment, crews, material and all equipment necessary or covenient for the drilling, testing and completing of the #1-24 State Well, located in the S/2 S/2 NE of Section 24-27N-26W, Harper County, Oklahoma.

Further, in receipt of the above consideration which is hereby acknowledged, Grantor hereby grants to Grantees, and each of them, their agents, employees, licensees and permittees, the perpetual and continuing non-exclusive right to use said road for any lawful purpose.

Further Grantees agree to repair any damage which they may do to the said road so that it will not be in any worse condition as a result of their operations.

SIGNED this 29th day of April, 1988.

Donald Con

5688L/1653t

RATURN TO:

DEMAILS C. SLAWSON* OIL PRODUCTS

P. O. Bus 15290

Auszithe, Terra 79105

BOOK 0416 PAGE 029

ACKNOWLEDGEMENT

STATE OF OKLAHOMA I COUNTY OF HARPER

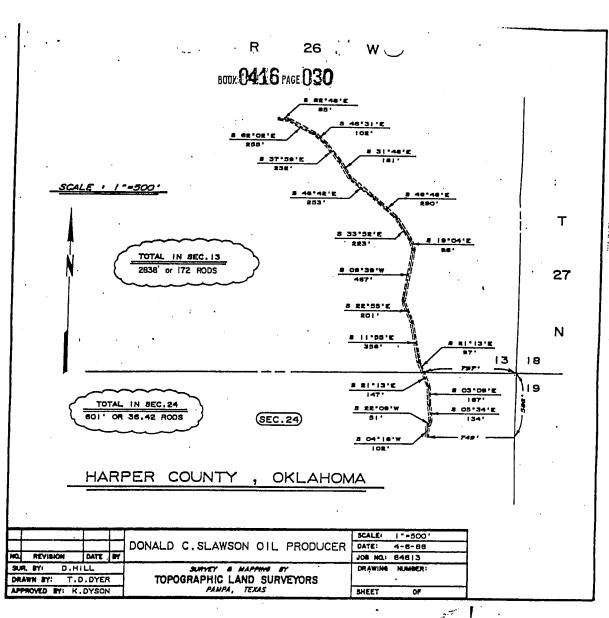
BE IT REMEMBERED, That on this 27 day of Mor A.D. 1988 before me, a Notary Public in and for said County and State, personally appeared Darrell Cox to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose therein set forth. same as his free and voluntary act and deed for the purpose therein set forth
IN WINESS WHEREOF, I have hereto set my official signature and affixed
my notorial seal, the day and year last above written.

OTA

OTA

Notar Public

Notar Public



STATE OF OXLAHOMA

HAPT'S CCHISTY SS

THIS INSTRIMENT WAS FILED FOR RECORD

ON OY O'CLOCK MANO

AT /O'CLOCK MANO

OFFICE.

LELA HARRINGTON

COUNTY CLERK

BY

DEPUTY

1-24 Stote

BOOK 0416 PAGE 031

RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA COUNTY OF HARPER

KNOW ALL MEN BY THESE PRESENTS:

That Darrell Cox,hereinafter referred to as "Grantor", does hereby grant to Donald C. Slawson, Oil Producer, hereinafter referred to as "Grantees", a right of way 30 feet wide as follows:

2537' or 153.76 rods Tocated in Section 13-27N-26W, Harper County, Oklahoma, as shown in the Topographic Survey map dated April 6, 1988 and which is attached and made a part of that certain Right-of-Way Agreement dated April 29, 1988.

on the following terms:

For and in consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to Grantees and each of them, their agents, employees, licensees and permittees, the right to repair, improve, maintain and use said right of way for the purpose of moving in and out drilling equipment, crews, material and all equipment necessary or covenient for the drilling, testing and completing of the #1-24 State Well, located in the S/2 S/2 NE of Section 24-27N-26W, Harper County, Oklahoma.

Further, in receipt of the above consideration which is hereby acknowledged, Grantor hereby grants to Grantees, and each of them, their agents, employees, licensees and permittees, the perpetual and continuing non-exclusive right to use said road for any lawful purpose.

Further Grantees agree to repair any damage which they may do to the said road so that it will not be in any worse condition as a result of their operations.

SIGNED this 6th day of May, 1988.

Davill Cope

· 7823D

Return to;

BEHALD C. SLAMSEH* OIL PROJECTER

P. B. BOX 15250

AMERITA, Tenne 79116

Q

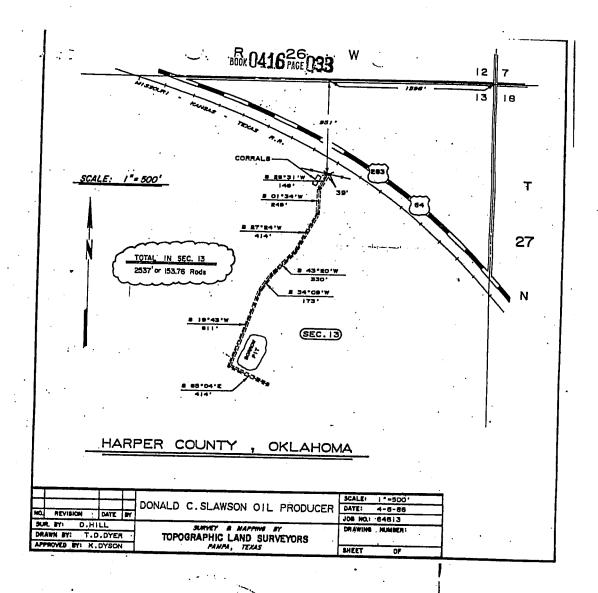
BOOK 0416 PAGE 032

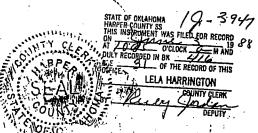
ACKNOWLEDGEMENT

STATE OF OKLAHOMA I COUNTY OF HARPER

BE IT REMEMBERED, That on this 27 day of A.D., 1988 before me, a Notary Public in and for said County and State, personally appeared Darrell Cox to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose therein set forth.

IN WITNESS WHEREOF, I have hereto set my official signature and affixed my notorial seal, the day and year last above written.





853056

STATE OF OKLAHOMA COUNTY OF HARPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned. hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by PRAIRIC STATES CAS COMPANY, a corporation, with offices at 200 Gouglas Building, Wichita, Kansas, 67202, hareinafter referred to as Grantee, the receipt of which is thereby acknowledged, does hereby grant; sell and convey unto said Grantee, its successors and assigns, a right of way and easement to Incate and survey a route, construct, entrench, maintain, operate and protect a pipeline with appurtransces thereto including, but not limited to, valves, metering equipment, and cathodic equipment (sumetimes collectively called the "Facilities") over, under and through the hereinafter described land, approximately along the line decimated by survey heretofore made or heretoafter to be made by brantee, through and over the said land on a right of way fifty feet in width.

This right of way and essement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with cillier like or difference size pipe. During temporary periods, Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

10 HAVE AND TO HOLD the above described rights and essements, 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 Grantos may assign the rights and essements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and essements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors

Grantee may, at any time, and upon permonent abondonment of said right of way and removal of all improvements constructed thereon, shall 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 concelled and terminated.

.Gruntur reserves the right to the use and enjoyment of said property except for the purposes hernin granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights becounder or disturb its facilities. No road, reservoir, excavation, obstruction or ntructure shail be constructed, created or maintained on, over, along or within twenty-five feet of the pipeline and Grantor agrees not to increase or decrease the elevation of the earth within the right of way without Grantee's prior written consent. It is agreed that the pipeline to be laid under thin grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the described premises, subject to the rights herein granted.

Grantce shall pay to Grantor all damages to Grantor's growing crops, timber and personal property cnused by the construction, maintenance, protection, repair, replacement or removal of the facilities.

destination is the owner the few simple of the land hereinefter described, nubject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Granter, Grantee shall have the right to discharge or redeem for Granter, in whole or In part, any mortgage, tax or other lim on said land and thereupon by subrogated to such lies and rights incident thereto. This Right Of Way and Easement is granted without warranty expressed or implied.

It is hereby understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not berein expressed."

DESCRIPTION OF PROPERTY SITUATED IN Harper	COUNTY, STATE OFU	Cranona	_'
cut but to an South of the entirond right of way, and the SE	lying South of the rail	road right of way	in Section 10,
	, deactibed in Martanta n	eeu ueceu z-/-//	Tied of Lecord
In Book 272, Page 323 and the final better by A. Satty Section of Herper County, Oklahoma, SAVE & EXCEPT 25.86 a line of this easement being more particularly described by the	cres for the U.S. Highwa	y Na. 64 Right of	Way, the center-
line of this essement being more particularly described by the	atteched Exulpit "V		
IN WITHCOS THE EXECUTION HEREOF THIS 20th day of		1987	

, Co-Trustee

0151087-A Shell-Barby #1-10

RALPH E. BARBY & MARIE BARBY IRREVOCABLE FAMILY TRUST

551 447-30-2949

BOOK 0416 PAGE 113

					,, , , , , , , , , , , , , , , , , , , ,	•	
	STAIR OF _	OKLÁHOMA	5	:	(Oklahoma i	Land Form)	
	COUNTY OF_	Harper	§				
	nrrone Më, November	, the undersigned,	a Notary Publ	ic in and for so appeared Darrell	id County and State on Cox and Beverly M. Mina	the <u>30.</u> day	of
	foregoing	instrument and a	ckňowledged ta	mo that they	Cox and Beverly M. Mina htical persons who exe executed the some a forth, and in the capa	s their free	and
	Givopolitica	a lond and seal	of office the	day and year firs	,	1 / /	
	A COMMISS	Too Sparterini			Notary Public	kotmutin	
	IR ARD				(Please print or type no	O TO WISTOR	
:/\	T ALL					-	
بابتطيع	STATE OF	Oktahoma	5	.(Corporate Oktobema Land	Form)	
٠	COUNTY OF	OKLAHOMA	§				
	for the Co	unty and State afo	reseid, persona	ally appeared	, the undersigned, a No Melizem E. Bu oma City, Oklahoma, Co-	uch	and
•	to me know	n to be the iden	tical person	who subscribed th	e name of the maker than	reof to the foreg	
	eome as	his free and	voluntary act	and deed and as	dged to me that <u>h</u> the free and voluntary d in the capacity there	act and deed of	the such
	Carlin undi	Ay/hymit, and sent	of office the	dny and year firs	t above written.		
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وأراق		OPPLE OF					
W.	To the state of th	TONG THE	7	=	T. Kay Mand (Please print or type ne	e You	
	STATE OF _	A. Salis	5	•	· (Texas Land	form)	
	COUNTY OF_		§				
		the undersigned			n and for the Stete of		
					person whose name		
-	and consid	eration therein ex	pressed.		executed the si		38 e B
	Given unde	r my hand and seat	of office this	a dny of _	,,	•	
	My commiss	ion expirent			Notary Public		
						•	
				,	(Please print or type m	ame of Notary her	e)
			PTATE OF OIR *****				
			STATE OF OKLAHOMA HARPER COUNTY SS THIS INSTRUMENT WA	S FILED, FOR RECORD &	CLEAT		
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<i>:</i>			OFFICE.	A HARRINGTON	SECTION	Λ.	
		. 6	ir <u>Valy</u>	DEPUTY	The state of the s	Robuuto:	

JOE A. DOMINGUEZ P. O. Box 1694 Amarillo, TX 79105

239

15 garages

80-48658

SWA Sec. 12, T-27-N, R-26-W. It of Chlohoma, Happy Lounty, St. Filed for Record Carls, By Co. 30 of Chlohoma, Happy Lounty, St. Filed for Record Carls, By Co. 10 for Recorded on Carls, By Co. 10 fo		:			OG 166	01-F
hereinafter referred to as Grantor, (whether one or more), for and in considera of the sum of	KNOW ALL MEN	BY THESE PRESENTS	Si 11 1	DOON BALT PAGE	.05	
of the sum of	That	Darrell G. Cox	& Joe Ann Cox	000.0		
of the sum of		·	.			
and state of Collahoms country of Marper and State of Collahoms country of Coll	of the sum of consideration convey and wa a Delaware co	s, the receipt of rrant unto Northe receipt of rporation, having	which is here rn Natural Gas its principal	tars (\$10.00 by acknowledged Company, Divisi office at 2223 to construct. ar	does hereby gra on of Enron, Con Dodge Street, On ect. maintain, a	nt, rp. naha.
To Have and to Hold unto said Northern Natural Gas Company, District Enron, Corp. its successors and assigns, so long as such measuring the station and appurtenances thereto, shall be maintained, together with the Holds of Ingress to and egress from said premises, for the purpose of contracting, inspecting, repairing, maintaining and replacing the property of the Grantee. It is agreed that the meter, valves, buildings, and appurtentiated to be constructed upon the above-described lands shall not become affixed to the best of the Grantee o	area not exce	eding inirty cribed lands situ	rated in the Co	unty of Harper	feet upon the	ie .
To Have and to Hold unto said Northern Natural Gas Company, District Enron, Corp. its successors and assigns, so long as such measuring the station and appurtenances thereto, shall be maintained, together with the Holds of Ingress to and egress from said premises, for the purpose of contracting, inspecting, repairing, maintaining and replacing the property of the Grantee. It is agreed that the meter, valves, buildings, and appurtentiated to be constructed upon the above-described lands shall not become affixed to the best of the Grantee o	Sul Sec	12 т-27-ы R-26-	₩			
Enron, Corp. , its successors and assigns, so long as such measuring tration and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of confirmating, inspecting, repairing, maintaining and replacing the property of the Grantee. It is agreed that the meter, valves, buildings, and appurtenances buildings, and appurtenances buildings to be constructed upon the above described lands shall not become affixed to the realty in the sense of permanent fixtures forming part of the freehold; but that they shall remain personal property, with the right of removal by the Grantee as herein provided. As a further consideration for this grant, the Grantee herein agrees that it will pay to Grantor any damages which may arise to growing crops, trees, shrubbery, fences, or buildings from the construction, maintenance or operation of said measuring station, provided, however, that the Grantee shall not be liable for damages, either recurrent or otherwise, which shall arise solely which said measuring station may be erected. This instrument and the covenants and agreements herein contained, shall incre to the benefit of and be binding and obligatory upon the heirs, exacutors administrators, and assigns of the respective parties. In witness whereof, we have hereunto set our hands this			is of Oklohoma, france C G_1. Recorded on	ounty, SS; Filed for Record 21 Z Page 405 Lela Harrington, C	Duny Clark, By	30. S
to be constructed upon the above-described lands shall not become at the content of the sense of permanent fixtures forming part of the freehold but that they shall remain personal property, with the right of removal by the Grantee as herein provided. As a further consideration for this grant, the Grantee herein agrees that it will pay to Grantor any damages which may arise to growing crops, trees, shrubbery, fences, or buildings from the construction, maintenance or operation of said measuring station, provided, however, that the Grantee shall not be liable for damages, either recurrent or otherwise, which shall arise solely from the deprivation of Grantor's use of the area of said real estate upon which said measuring station may be erected. This instrument and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors administrators, and assigns of the respective parties. In witness whereof, we have hereunto set our hands this	To Have a Enron, Corp. station and a of ingress to inspecting, re located thereo the Grantee.	and to Hold unto , its successo pourtenances ther and egress from epairing, maintai on, or the remova	said Northern rs and assigns eto, shall be said premises, ning and repla l thereof, in	Natural Gas Comp , so long as suc maintained, toge for the purpose cing the propert whole or in part	any, Division of h measuring of ther with the re of construction y of the Granted , at the will of	TANO O
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This instrument and the covenants and agreements herein contained, shall inver to the benefit of and be binding and obligatory upon the heirs, executors administrators, and assigns of the respective parties. In witness whereof, we have hereunto set our hands this 21 day of June , 1988 COUNTY OF Canadian On this 21 day of June A.D., 1988, before me, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared, and to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that they signed, executed and delivered said instrument as thier free and voluntary act for the purposes	it will pay to shrubbery, fer of said measur liable for dan from the depri	o Grantor any dam ices, or building ing station, pro mages, either rec	ages which may s from the con vided, however urrent or othe r's use of the	arise to growing struction, maint the Grant rwise, which sha	g crops, trees, enance or operat ee shall not be ll arise solely	ion .
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Ounty of				Marylle	J. Cox	<u> </u>
On this 21 day of June A.D., 1988, before me, Ralph G. Allen the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared, Darrell G. Cox & Joe Ann Cox to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that they signed, executed and delivered said instrument as thier free and voluntary act for the purposes	STATE OF	iklahoma	, ,	Or lenn	Con	
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Given under my hand and seal on thanday, and year above written.	foregoing inst and delivered	be the same per rument, and acknowled said instrument	son named 1 owledged to me as thier free	n and who execut that <u>rhey</u> and voluntary a	ed the within an signed, executed ct for the purpo	d .
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Sept. 3, 1989 Ty Commission Expires: Ralph G. Allen					y villan	

800x 0480 rue 268

RIGHT-OF-WAY AGREEMENT

COUNTY OF Larger

The IRANTOR represents that the above described land 15 virtue rented to address on a basis.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth, and other obstructions, that may in jure, endanger, or interfere with the use of said pipeline. GRANTEE may use such portion of the property along and adjacent to said right-of-way as any may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of its facilities; provided GRANTEE shall be obligated to pay for all crop and land surface damages as set out below arising out to such use.

TO HAVE AND TO HOLD unto GRANTEE, its successors, and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or from the premises for the purposes of constructing, inspecting, operating, repairing, maintaining, replacing, and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whoseever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing alteration replacement, or removal of said pipeline and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment of the initial, foreseeable construction damages. GRANTOR herein (agrees not to change the grade over such pipelines or permit any party other than GRANTEE to change such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the pipeline, GRANTOR BEALT (1) point out the exact location of said pipelines to such party and [1] its location party about this requirement that the grade over the pipeline is not to changed.

BOOK UT SU THE ZIE

This agreement shall be binding upon and shall be for the benefit of the heirs, successor, representatives, and assigns of GRANTOR and GRANTER, whether assigned, devised, bequea for or the parties hereto and the agreements herein contained shall be coverants running with the land.

It is agreed that this grant covers all the agreements between the parties and the no representation or statements, verbal or written, have been made modifying, adding to, or change the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 23 day of FEBRUARY 1993.

		LANDOWNER	'S SIGNATURE		
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COUNTY OF 14					
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BOOK 0432 PAGE 357

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COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA EASEMENT

ALL MEN BY THESE PRESENTS: KNOW

Easement No. Account No. UV 7072

THIS INDEMINE, made and entered into this, the 17th day of May, 1989, by and between the Commissioners of the Land Office of the State of Oklahoma, herein after designated as the parties of the first part, and Tidemark Exploration Inc. of PO Box 702675 Tulsa OK 74170 hereinafter designated as the party of the

MITMESSETH: That in consideration of the sum of Two Thousand Dollars, (\$2,000.00), the receipt of which is hereby acknowledged, the parties of the first part, by power vested in them by the Constitution and laws of the State of Oklahoma, hereby grant and convey unto the party of the second part, the full and free right to the uninterrupted access and enjoyment of a 20 year easement for pipeline purposes only, covering the following described land situate in Harper

To construct, maintain, operate, remove and relay, if necessary, one pipeline not to exceed 4 inches in diameter, 90.24 rods in length and to be contained within a 25 foot right-of-way, in, through, and across the MM/4 Sec. 26-127N-126NDM for the transportation of natural gas, said pipeline is to be constructed and maintained at least 36 inches beneath the surface of said land and 12.5 feet on either side of centerline of said pipeline which is described as follows:

BEGINADING at a point in the west line of Sec 26-27N-26NDM, Harper County, from whence the NM/Corner of said Sec 26 bears north a distance of 568 feet; thence N 79°00' E, a distance of 1489 feet to the end of this description from whence the NN/Corner of said Sec 26 bears north a distance of 284 feet and west a distance of 1462 feet.

all as described and shown on the plat attached hereto, referred to and made a part hereof as completely as if set out in full herein at length, being 90.24 lineal rods in length.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN AID OF THIS DESCRIPTION.

NOTICE: No structures other than the <u>natural gas pipeline</u> hereinabove described, and line markers in fence rows may be placed upon or beneath the surface of said land, under the terms and conditions of this Easement. Party of the first part, its successors and assigns, reserves the right to use the surface in the area granted by this Easement for all purposes not inconsistent with the necessary servicing of the pipeline by the party of the second part. Party of the second part shall see that the pasture land is revegetated according to the specifications of the field technician of parties of the first part.

PROVIDED, however that it is expressly agreed and understood and agreed by the party of the second part that the granting of this easement does not in any way permit the party of the second part to interfere with the party of the first part, its successors and assigns, in the exercise of its free and uninterrupted access, use and enjoyment of the whole of the premises covered by the above described easement. It is further understood by the party of the second part that interference with party of the first part's its successors and assigns, free use and enjoyment of the premises shall constitute forfeiture of all of the party of the second part's right, title and interest in the above described property. Upon failure to show due cause as to why this agreement should not be cancelled for such interference, party of the second part agrees to remove all of its property, whether real, personal or mixed, within thirty (30) days from the date of receipt of notice to remove its property.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of transfer fee and written approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, for a period of not more than one (1) year the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate. It is understood and agreed by and between the parties hereto that such cessation of usage of the above described premises and use thereof for a period of one (1) year or more shall constitute abandonment of this easement and in consideration of the execution of this easement, party of the second part does grant, bargain, sell and convey all of its right, title and interest in the premises to party of the first part, its successors and assigns, in the event of abandonment as above stated.

It is hereby expressly understood and agreed that the party of the second part shall settle with the surface lessee of said land for any damages that may be sustained to improvements and/or crops, by reason of construction or use of said right-of-way or Easement with the further understanding that party of the first part is neither entitled to nor responsible for payment of the proceeds of such settlement.

IM WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Secretary, on the date first above written.

TIDEMARK EXPLORATION, INC. P. O. BOX 702675

TULSA, OK 74170

CONNISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA:

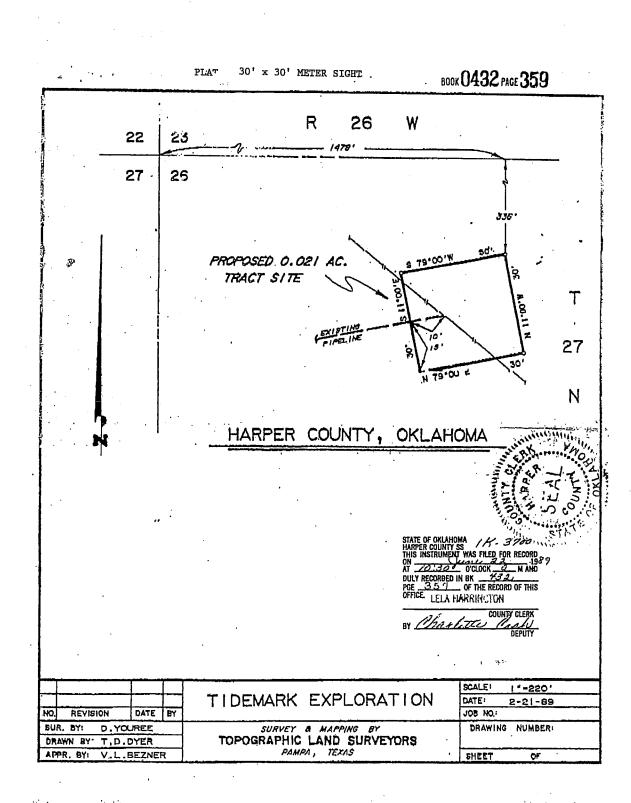
Secretary

Féra Ro. 187

Revised 2/89

for a valuable consideration, r	ofofeceipt of which is hereby acknowledged,	does hereby assign, transfer, sell,	grant, bargain and convey unto
, all of its right	, title and interest in and to the Easement and sale being made subject to the approval	described on the reverse side hereof, and of the Commissioners of the Land Office of By	all improvements and appurtenesses
Section (President	
STATE OF	SS. ACKNOWLEDG	EMENT	
On this day of	, 19, before me, the unde	ersigned, a Notary Public in and for said co	inty and state, personally appeared
instrument as itsas the free and voluntary act and d Given under my hand and seal the da My Commission expires	President and acknowledged to me leed of said corporation, for the uses and pu y and year last above written.	al person who signed the name of the maker that executed the same as fo	thereof to the within and forcening
No. 7470 E A S E M E N T From COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA Tidemark Exploration Inc PO Box 702675 Tulsa OK 74170	Filed and recorded in the Office of the Commissioners of the Land Office of the State of Oklahoma on the 12 day of May ed in the Essement Record No. 4 on Page 91. Secretory Wm. M. Sharp STATE OF OKLAHOMA STATE OF OKLAHOMA SS.	I hereby certify that this instrument was filed for record and properly indexed in my office on the 19 at day of clock and minutes M, and is recorded in Book No. WITNESS my hand and official seal on the day and year above written.	Register of Deeds County By Deputy
		•	
STATE OF OKLAHOMA		•	
SS: County of Oklahoma		·	·
ro me volomo no ne mie toeucicat belit	Public in and for said County and State, on to on who subscribed the name of the Commissione	this <u>17th day of May, 1989</u> , personally appe ers of the Land Office of the State of Okla d voluntary act and deed, and as the free	home to the foresting instrument

CAPOL SELENE Van METER



BIGHT OF WAY AND EASEMENT

BOOK 0435 PAGE 542

STATE	DF	UKLAHUMA .
_ · · · · · · · _		HARPER
COUNTY	DF	

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by CNG Producing company,

as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell, and convey unto said Grantee, its successors and assigns, a right of way and easement to locate and survey a route, construct, entrench, maintain, operate and protect a pipeline under and through the hereinafter described land, approximately along the line designated by survey heretoforemade or hereafter to be made by Grantee, through and over the said land on a right of way 40 folds (%) feet in width, said right of way to be reduced to twenty-five (25) feet in width after the construction of said pipeline.

This Aright of way and easement shall carry with it the right of

ThisAright of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, and the replacement of said pipe line with like size pipe on the following described premises, for the purposes aforementioned, in the County of Harper in the State of Oklahoma , to-wit:

See Exhibit "A" attached.

Right of Way will be reseeded by Grantee within 30 days after construction is completedd

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 assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may late any time, and upon permanent abandonment of said right of way and FSMBVAl of all improvements constructed thereon, vahall execute and record a reconveyance and release hereof, whereupon with a right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use of 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 hereinder or disturb its familities. No road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within thirty (30) feet of the pipeline and Grantor agrees not to increase or decrease the elevation of the earth within the right of way without Grantée's prior written consent. It is agreed that the pipeline to be laid under this grant shall be constructed at a minimum depth of $\underline{FoRNY-two}$ ($\frac{1000}{1000}$) inches below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the described premises, subject to the rights herein granted.

BOOK 0435 PAGE 543

Grantee shall pay to Grantor all damages to Grantor's growing crops, timber and personal property caused by the construction, maintenance, protection, repair, replacement or removal of the facilities.

Grantor represents that he is the owner interestable of the land hereinabove 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 and rights incident thereto.

Grantee whall replace all fences promptly as nearly as practicable to the conditions the same were in prior to crossing and construction. If the exercise of the rights herein granted requires the agents or employees of Grantee to cross Grantor's fences, Grantee will at all times keep the gates closed immediately after use, and in the event that livestock is located within the property owned by the Grantor, a crossover of a minimum width of thirty (30) feet will be provided by the Grantee in order for said livestock to be able to have access to water.

Grantee hereby agrees that this easement is limited to one (1) pipe line only of a diameter of no larger than \underline{Sx} (6) inches and it will be used for the transportation of oil and gas or other related hydrocarbons only.

Grantee agrees to reseed the easement area and right of way with native grass seed at Grantee's expense, and to mulch said right of way to protect from erosion in such locations where grass pasture is crossed by the pipeline.

Grantee hereby agrees that there shall be no above ground appurtenances on the right of way hereby granted by Grantor, with the exception of pipe line marker pipes, which shall be placed in the fence line and will not extend in any manner horizontally past the parallel line of the existing fence.

Grantee hereby agrees that the pipeline shall be "double ditched" whereas the topsoil will be dug first and placed on one side of the ditch and the bottom soil shall be dug and placed on the opposite side of the ditch, and upon completion of the construction of the pipeline, the ditch shall be filled first with the bottom soil and the topsoil will be placed on top, such as the original condition of the soil prior to construction.

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

IN WITNESS THE EXECUTION HEREOF THIS 2 St day of

S.S. 447-30-2949

Tax ED 73-6181965

S.S. 400-46-5089

Beverly Minars, Co-Trustee

LIBERTY NATIONAL BANK AND TRUST COMPANY,
Co-Trustee:

Co-Trustees of the Ralph E. and Marie
Rarby Irrevocable Family Trust.

 This right-of-way and easement is granted without warranty expressed or implied. BOOK 0435 PAGE 544

STATE OF Oflahama)
COUNTY OF BOAND
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the Academy of Action 1980, personally appeared to me how to be the identical person (s) who executed the within and foregoing instrument and acknowledged to me that they so executed the same as their office and voluntary act and deed for the uses and purposes therein set forth. Biven when a hand and seal of office the day and year first above written.
Solan Album Notary Public
COUNTY OF Haspen
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the 26th day of
Given under my hand and seal of office the day and year first above written.
My Commission Expires: 5-9-1993 Notary Fublic Notary Fublic 10391915 0 104019 NI
7.190 m. 1

BOOK 0435 PAGE 545

Exhibit A"

The South half(S 1/2) of Section twenty-five (25), Township twenty-seven (27) North, Range twenty-six (26) West, and the Southwest quarter (SW 1/4) of Section thirty (30), Township twenty-seven (27) North, Range twenty-five (25) West, all in Harper County, Oklahoma, being more particularly described as follows:

A pipeline route beginning approximately 844 feet East and 1552 feet North of the Southwest corner of said South half (S 1/2) of Section 25, proceeding thence Easterly and Southeasterly to a point being approximately 1200 feet North of the Southeast corner of said South half (S 1/2), also being Southwest corner of said Southwest quarter (SW 1/4) of Section 30, continuing Southeasterly to the point of ending being 163 feet Southwesterly of CNG Barby #1-30 Well, containing 5439 feet or 329.6 rods, more or less.

And a 20 feet x 50 feet measuring station site in the Southwest Quarter (SW 1/4) of said Section 25, being more particularly described as follows:

Beginning at a point approximately 849 feet East and 1562 feet North of the Southwest corner of said Southwest quarter (SW 1/4) proceeding thence Northeasterly a distance of 50 feet; thence Southeasterly a distance of 20 feet, thence Southwesterly a distance of 20 feet

to the point of ending beginning containing 0.023 acres more or

STATE OF Chlahama County of Oklahama, 88:
On this als day of, A. D., 19 89 , before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared
to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its
Marie





STATE OF ORLAHOMA / 2-5/D
HARFER COUNTY SS
THIS INSTRUMENT MAS FILED FOR RECORD
ON 1957
AT 10:32 OCLOCK 0 M AND
DULY RECORDED IN BK
PRE 1772 OF THE RECORD OF THIS
OFFICE LELA HARRINGTON
COUNTY CLERK
BY DEPUTY

BOUR ()460 PAGE 841

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Easement No. Account No. 307072

THIS INVENTURE, eace and entered into this, the 3rd day of Hay, 1991, by and between the Commissioners of the Land Office of the State of Oklahoma, herein after designated as the parties of the first part, and <u>Tidemark Exploration</u>, <u>Inc., P.O. .80x 702675</u>, <u>Tulsa</u>, Oklahoma 74170 hereinafter designated as the party of the second part:

WITHESSETH: That in consideration of the sum of One Thousand Two Hundred Sixty Dollars, (\$1,250,00), the receipt of which is hereby acknowledged, the state of the first part, by power vested in them by the Constitution and laws of the State of Oklahowa, hereby grant and convey unto the party of the second repairs of the first part, by power vested in them by the Constitution and laws of the State of Oklahowa, hereby grant and convey unto the party of the second repairs of the first part, by power vested in them by the Constitution and laws of the State of Oklahowa, hereby grant and convey unto the party of the second repairs of the first part, by power vested in them by the Constitution and laws of the State of Oklahowa, hereby grant and convey unto the party of the second repairs POLY, the ruil and free right to the uninterrupted access and enjoyment of a 20 year Easement for overhead electric power line purposes only, covering the Sec. 25, N/2NN/4 Sec. 25 and NE/ANE/4 Sec. 27 all in TZ7N-RZSKITM, Harper County, State of Oklahoma described and Situate in the SM/4 Sec. 25, N/2NN/4 Sec. 26 and NE/ANE/4 Sec. 27 all in TZ7N-RZSKITM, Harper County, State of Oklahoma described SEE ATTACHED PLAT

F.

all as described and shown on the plat attached hereto, referred to and made a part hereof as completely as if set out in full herein at length, being 63.03 lineal rods in length.

SEE PLAT ATTACHED, WHICH IS HEREBY ADOPTED IN ALD OF THIS DESCRIPTION.

NOTICE: No structures other than the <u>overhead electric power line</u> hereinabove described, and line markers in fence rows may be placed upon or beneath the surface of said land, under the terms and conditions of this Easement. Party of the first part, its successors and assigns, reserves the right to use the surface in the area granted by this Easement for all purposes not inconsistent with the necessary servicing of the overhead electric power line by the party of the second part. Party of the second part shall see that the pasture land is revegetated according to the specifications of the field technician of parties of the first part.

PROVIDED, however that it is expressly agreed and understood and agreed by the party of the second part that the granting of this easement does not in any way permit the party of the second part to interfere with the party of the first part, its successors and assigns, in the exercise of its free and uninterrupted access, use and enjoyment of the whole of the premises covered by the above described easement. It is further understood by the party of the second part that interference with party of the first part's its successors and assigns, free use and enjoyment of the premises shall constitute forfeiture of all of the party of the second part's right, title and interest in the above described property. Upon failure to show due cause as to why this agreement should not be cancelled for such interference, party of the second part agrees to remove all of its property, whether real, personal or mixed, within thirty (30) days from the date of receipt of notice to remove its property.

This Easement shall not be transferred in whole or in part, except by operation of law, while legal title to said land remains in the State, without filing the transfer or copy thereof in the office of the Commissioners of the Land Office, payment of transfer fee and written approval of parties of the first part. Should party of the second part, its successors, heirs or assigns, cease to use said land for the purposes herein granted, for a period of not more than one (1) year the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges herein granted shall thereupon cease and terminate. It is understood and agreed by and between the parties hereto that such cessation of usage of the above described premises and use thereof for a period of one (1) year or more shall constitute abandonment of this easement and in consideration of the execution of this easement, party of the second part does grant, bargain, sell and convey all of its right, title and interest in the premises to party of the first part, its successors and assigns, in the event of abandonment as above stated.

It is hereby expressly understood and agreed that the party of the second part shall settle with the surface lessee of said land for any damages that may be sustained to improvements and/or crops, by reason of construction or use of said right-of-way or Easement with the further understanding that party of the first part is neither entitled to nor responsible for payment of the proceeds of such settlement.

IN MITTHESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have caused these presents to be executed by their Secretary, on the date first above written.

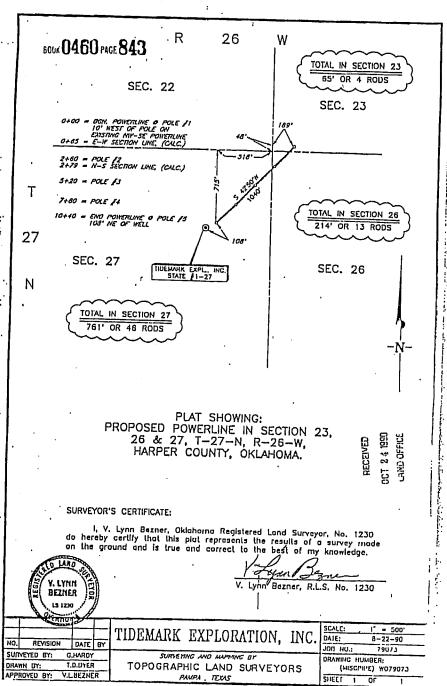
> the Care Secretary

CONNISSIONERS OF THE LAND OFFICE STATE OF OKLANONA

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600x 0460 PAGE 842

KNOW ALL MEN BY THESE PRESENTS:	TRANSFER OR ASSIGNMENT That
for a valuable consideration, receipt of which	is hereby acknowledged, does hereby assign, transfer, sell, grant, bargain and convey unto of
thereunto belonging, said transfer and sale being and	t in and to the Facepoot described on the recovery side board and all !
Attest:	subject to the approval of the Commissioners of the Land Office of the State of Oklahooa.
Secretary	President
STATE OF	
SS. COUNTY	ACKNOWLEDGEMENT
On this, day of, 19	before me, the undersigned, a Motary Public in and for said county and state, personally appeared
instrument as its President as the free and voluntary act and deed of said corporat Given under my hand and seal the day and year last abov	and acknowledged to me that executed the same as free and voluntary act and deed, and .ion. for the uses and numbers therein set forth
Hy Convission expires	
•	
E A S E M E N T From COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA Tidemark Exploration, Inc. P.o. Box 702675 Tulsa, Oklahoma 74170 Filed and recorded in the Office of the Commissioners of the Land Office of the State of Oklahoma on the 3rd day of May	Dariell (blank) Secretory Norvell Clarke Lange Secretory Norvell Clarke Lange STATE OF OKLAHOMA STATE OF OKLAHOMA STATE OF OKLAHOMA SS. COUNTY I hereby certify that this instrument was filed for record and properly indexed in my office on the lange of lock and minutes M, and is recorded in Book No. On Page of My Norvell County Register of Deeds County By Deputy
e State of Oklahoma to the foregoing instrument as its	or said County and State, on this <u>3rd</u> day of <u>May</u> , 1991, personally appeared known to be the identical person who subscribed the name of the Commissioners of the Land Office of Secretary, and acknowledged to me that he executed the same as his free and voluntary act and deed, sioners of the Land Office of the State of Oklahoma for the uses and purposes therein set forth.



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- COLORADO INTERSTATE GAS COMPANY RIGHT OF WAY AGREEMENT

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STATE OF OKLAHOMA)	
COUNTY OF HARPER))	CO31800
THAT the under the same	_,	KNOW ALL MEN BY THESE PRESENTS:
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in hand paid, the receipt of which is h	erehy acknowledged	ore), for and in consideration of the sum of Dollars (\$ _1,14(1 00) Seli and convey unto COLORADO INTERSTATE or called COMPANY) a state of the sum of
GAS COMPANY, a Delaware Corporation	on, its successors and assistant	sell and convey unto COLORADO INTERCTAND
cathodic protection paul	maintaining, operating, repairing, replace	sell and convey unto COLORADO INTERSTATE or called COMPANY), a right of way and easement ang and removing pipe line (with fittings, tie-overs, ansportation of oil, gas, or any other liquids or sub- he lands of Owner, situate in the County of
	Oklahoma Oklahoma	described as followers
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right-of-va	ght pursuant Company's opera y and pipline	tions on said
This right-	of-way is granted without wa	Franty every
or implied.		
over and across said lands. Company, by the acceptance here iaying, constructing, maintaining, operating, a Any payment hereunder may be a who is hereby appointed agent and authorize in fact for the undersigned in the	use of the rights herein granted, together reof, agrees to pay for damages to crops, p repairing, replacing or removing said pipe I made or mailed to Owner or to——ed to receive and receipt for same, and wh	o is also appointed the true and true and
in said attorney's judgment, man be	ny of the terms of this agreement, and to y or proper, as fully as the undersigned r orney should become incapacitated and/	receive and receive any and all sum or sums of execute any and all receipts and releases which, night or could do if personally present. In the
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ECON 0474 PAGE 657

ACKNOWLEDGMENT

PORTOWN BOOKEN
STATE OF OKLAHOMA) COUNTY OF OKLAHOMA)
Before mc, the undersigned, a Notary Fublic in and for said County and State, on this 27th day of April , 1992, personally appeared Chris Buck
to me known to be the identical person who executed the within and foregoing instrument, as Vice President of the Liberty National Bank & Trust Company of Oklahoma City, Oklahoma, as Trustee of the Ralph E. & Marie Barby Irrevocable Family Trust, and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of the Liberty National Bank & Trust Company of Oklahoma City, Oklahoma as Trustee of the Ralph E. & Marie Barby Irrevocable Family Trust for the uses and purposes therein set forth.

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

Nota mission expires: Quaust 27, 1995

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BOOK 0480 PAGE 270

RIGHT-OF-WAY AGREEMENT

STATE OF Oklahoma

60 roch af Right-of Way located in Section 12, +27N- R26W Hayer County, Ollahoma

The	TRANTOR represents	that the	above described	land	_/>	W	<u> </u>	_rented
to	· · · · · · · · · · · · · · · · · · ·	_address			<u> </u>			
on a	ba	sis.					·	
	(cash or crop)							· '''

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth, and other obstructions, that may injure, endanger, or interfere with the use of said pipeline. GRANTEE may use such portion of the property along and adjacent to said right-of-way as any may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of its facilities; provided GRANTEE shall be obligated to pay for all crop and land surface damages as set out below arising out to such use.

TO HAVE AND TO HOLD unto GRANTEE, its successors, and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or from the premises for the purposes of constructing, inspecting, operating, repairing, maintaining, replacing, and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whoseever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing alteration replacement, or removal of said pipeline and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment of the initial, foreseeable construction damages. GRANTOR herein agrees not to change the grade over such pipelines or permit any party other than GRANTEE to change such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the pipeline, GRANTOR shall (1) point out the exact location of said pipelines to such party and (2) tell such party about this requirement that the grade over the pipeline is not to be changed.

800KU480ragt 271

This agreement shall be binding upon and shall be for the benefit of the heirs, successor, representatives, and assigns of GRANTOR and GRANTEE, whether assigned, devised, bequeative, or productive transferred in whole or in part by either of the parties hereto; and the agreements herein contained shall be coverants running with the land.

It is agreed that this grant covers all the agreements between the parties and the no representation or statements, verbal or written, have been made modifying, adding to, or change the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 23 day of FEBRUARY 1993.

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State of Oklahoma, Harper County, SS: Filed for Record 406-25

RECORD AND RETURN TO:
JMA Resources, Inc.
5400 N.W. Grand Blvd., Suite 305 808779
Oklahoma City, OK 73112

LIBERTY BANK AND TRUST COMPANY OF OKLAHOMA CITY, N.A. TRUST REAL ESTATE DEPARTMENT

BOOK 0494 PAGE 292

P.O. BOX 25848 OKLAHOMA CITY, OKLAHOMA, 73125 (405) 231-6413

EASEMENT AND/OR RIGHT-OF-WAY GRANT AGREEMENT

	• • • • • • • • • • • • • • • • • • •
	w All Men By These Presents:
That, and I capac	on this And day of November, 1993, the undersigned, Chelan Dras, Kary Cox Liberty Bank and Trust Company of Oklahoma City, Oklahoma, N.A., in its fiduciar city, as Co-Trustees of the Ralph and Marie Barby Family Irrevocable Trusts dates 0/76
herei	nofter referred to as Owner and/or Co.
Resor	nafter referred to as Owner and/or Grantor whether one or more; and
Dolla ackno Grant	red to as The Company and/or Grantee, for and in consideration of the sum of Terrs (\$10.00) and other good and valuable considerations, the receipt of which is hereby owledged, do hereby enter into this Agreement for Easement and/or Right-of-Way or or's property, legally described and shown on a plat of the property, attached hereto and a part hereof as Exhibit "A".
This conta	agreement is specifically conditioned upon all of the terms, conditions, and obligation ined herein as follows:
1.	Grantee shall have access to the right-of-way granted hereby only from public roads, or from the ends of the right-of-way granted hereby only from public roads, or from the ends of the right-of-way, unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
2.	This easement is granted for the purpose of laying one inch(es) pipeline only and the right to maintain said pipeline. In the event Grantee wishes to lay additional lines or replace said line, a new easement or agreement is required.
3.	Grantee agrees that said Right-of-Way will be no more than <u>fifty</u> (50) feet wide during construction and no more than <u>twenty-five</u> (25) wide thereafter.
4.	Grantee agrees that there will be no above ground structures on said pipeline right-of-way without prior written approval of the Grantor.
5.	Grantee agrees not to blade the right-of-way, except where reasonable pipeline

- construction practices require it.
- Grantee agrees to "double ditch", keeping the topsoil separate from subsoil and replacing topsoil on top, restoring the pipeline excavated area to a smooth, level condition.
- Grantee will not leave any ditch open for 5 days from the commencement of excavation.
- 8. Grantee agrees to bury all pipe below normal plow depth or at least forty-eight inches (48") and to return cultivated land to tillable condition by plowing same to a depth of at

BOOK 0494 PAGE 293

- Grantee agrees that all timber and other debris cleared from the right-of-way will be burned or hauled from the right-of-way and not placed on Grantor's adjacent lands.
- 11. Grantee agrees to remove all rocks three inches (3") in diameter or larger from the right-of-way, or to place said rocks in an area designated by Grantor within thirty (30) days after completion of construction on Grantor's land.
- 12. Grantee agrees to immediately replace any existing waterline which crosses any easement, with the same material or materials of equal quality, thereby restoring said waterline to its prior capacity, usefulness and proper function without costs to Grantor and to the sole satisfaction of Grantor.
- 13. Grantee agrees not to construct gates in any of Grantor's fences unless specifically requested by Grantor. Where Grantee's right-of-way crosses a fence row, Grantee shall have the right to cut such fence, but only after having first H-braced the same, in a manner consistent with fencing practices elsewhere on the land crossed by the right-of-way. All such H-bracing and fencing shall be maintained in a good and workmanlike manner.
- 14. In areas of the right-of-way used as pasture, Grantee agrees to restore said right-of-way to a smooth, level condition with topsoil so graded that the plant growing thereon at the time the pipeline is installed shall be able to re-establish itself thereon, and, if necessary, upon request of the Grantor, the Grantee will to reseed the easement, with an agreed upon species of grass and simultaneously apply the recommended fertilizer.
- Grantee agrees to repair promptly all washouts and erosion caused in the exercise of its rights herein granted and to protect all areas within the right-of-way.
- 16. In the event of a pipeline leak caused by Grantee which results in soil damage, Grantee agrees to, at owner's option, either restore the soil, within a reasonable period of time, to its condition immediately preceding the leak by any means which Grantor deems appropriate, or pay to owner the costs of such restoration. If, however, the cost of such restoration would exceed the diminution in the value of the land itself, directly resulting from the soil damage, Grantee's obligation to either restore the soil or pay for the costs of such restoration will be limited to an amount equal to 10 _____times the diminution in value.
- Grantee agrees to control undesirable growth or vegetation as needed on the right-of

 -way.
- 18. Grantee agrees and obligates himself not to allow hunting or fishing on or along easement by Grantee or by Grantee's employees, agents, invitees, contractors or family members. Further, no firearms shall be carried onto the property or discharged at any time by or through Grantee, his agents or employees, or anyone entering the premises under authorization of this document on any portion of the property described herein, or in the immediately vicinity thereof.
- 19. Grantee, its successors and assigns shall enjoy the rights, benefits and privileges herein conveyed until such time as the easement may be abandoned at which time all right, title and interest in the above described right-of-way easement will revert to the original Grantor, successor, or assignee thereof. Abandonment is defined as non-use for a period of one year. Upon the reversion of this right-of-way to the Grantor for any reason, Grantor or its assigns shall at the option of the Grantor, remove any pipeline or structures from the Easement or right-of-way and restore the land to its original condition to the full satisfaction of the Grantor.
- 20. Grantor shall have the right to construct, maintain, repair and operate roads, streets, alleys, parking lots, sidewalks, bridges, railroad tracks, underground conduits, electronic transmission and distribution lines, telephone lines, gas, water, drainage and sewer pipelines, on, in, under, over, through, across the easement so long as the

BOOK 0494 PAGE 294

Grantee's use of said easement is not disturbed and the facilities placed therein are not obstructed, endangered or interfered with.

 Grantor shall also have the right to plant and grow crops, landscape, and to graze livestock on said property.

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- 22. Grantor or surface lessee shall have the right to use and enjoy said premises except as may be necessary for the purposes herein granted to said Grantee, providing such usage does not interfere with the purposes and use of easement and with Grantee's rights. Grantee shall have the right to use the surface only described and conveyed herein and only for the purposes herein described. Grantor's rights shall include, but are not limited to, the reservation to the Grantor of all oil, gas and other minerals under the easement.
- 23. Grantee agrees to hold harmless and indemnify the Grantor against all claims, costs, damages and expenses arising or growing out of any act, occurrence or condition in, on or about the easement or right-of-way, and caused or claimed to be caused by the Grantee, its agents, servants or employees.
- 24. Grantee represents that he is not an officer, director, or employee of Liberty Bancorp or any of its subsidiaries, including the Liberty Bank and Trust Company of Tulsa, N.A. and Liberty Bank and Trust Company of Oklahoma City, N.A., nor is he immediately related to or acting on behalf of such officer, director or employee of any said companies, and, that he knows of no conflict of interest which may arise by virtue of the consummation of this agreement.
- 25. Grantee agrees that all operations are subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and to regulations of Federal and State officers, agencies, boards and commissions.
- 26. This Easement and Right-of-Way Grant is non-exclusive and given without warranty either express or implied.

In witness whereof this instrument is executed as of the 2nd day of November 19 93.

Liberty Bank and Trust Company of Oklahoma City, N.A., in its fiduciary capacity as aforesaid.

Grantee:

By: Chelan Dras, Co-Trustee

7

Title: President

Kary Cox, Co-Truste

Attachment:

Exhibit "A", Showing legal description and plat of right-of-way.

BOOK 0494 PAGE **295**

898679 STATE OF Oklahoma COUNTY OF This instrument was acknowledged before me this 2l' day of of the Raiph E. and Marie Irrevocable Trust on behalf of and in the capal My commission expires: nov. 3,1994 STATE OF Oklahoma Oklahoma COUNTY OF_ This instrument was acknowledged before me this 3rd day of Nove m by Chara Back, Vice-Pacardent of Silventy Tourst Co.
Co-Trustee of the Raiph E. and Marie Barby Irrevocable Trust on behalf and in the capacity therein stated. STATE OF Colorado COUNTY OF_ , 1993, by Chelan Drass, Co-trustee My commission expires: LINDA M. BUNDY

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800K 0514 PAGE 059 EASEMENT AND/OR RIGHT-OF-WAY GRANT AGREEMENT

Know All Men By These Presents:

That, on this 5th day of June, 1995, the undersigned, Chelan Dras, Kary D. Cox and Liberty Bank and Trust Company of Oklahoma City, National Association (formerly known as The Liberty National Bank and Trust Company of Oklahoma City) as Trustees of the Ralph and Marie Barby Irrevocable Family Trust hereinafter referred to as Owner and/or Grantor whether one or more; and CONTINENTAL NATURAL GAS, INC. at 1412 S. Boston, Suite 500, Tulsa, Ok 74121 hereinafter referred to as The Company and/or Grantee, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby enter into this Agreement for Easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

This agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- Grantee shall have access to the right-of-way granted hereby only from public roads, or from the ends of the right-of-way granted hereby only from public roads, or from the ends of the right-of-way, unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
- This easement is granted for the purpose of laying one 3 inch(es) pipeline only and the
 right to maintain said pipeline. Except as provided for herein, in the event Grantee
 wishes to lay an additional line or replace said line, a new easement or agreement is
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- Grantee agrees that said Right-of-Way will be no more than 50 feet wide during construction and no more than 25 feet wide thereafter.
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- Grantee agrees not to blade the right-of-way, except where reasonable pipeli construction practices require it.
- If requested by Grantor, Grantee agrees to "double ditch", keeping the topsoil separate
 from subsoil and replacing topsoil on top, restoring the pipeline excavated area to a
 smooth, level condition.
- 7. Grantee will not leave any ditch open for 10 days from the commencement of excavation; provided, however, Grantee may leave a ditch open for a greater length of time upon the written consent of Grantor.
- 8. Grantee agrees to bury all pipe below normal plow depth or at least forty-eight inches (48") and to return cultivated land to tillable condition by plowing same to a depth of at least thirty-six inches (36").
- 9. Grantee agrees to grub and remove all stumps and large roots from the easement area.
- Grantee agrees that all timber and other debris cleared from the right-of-way will be burned or hauled from the right-of-way and not placed on Grantor's adjacent lands.
- 11. Grantee agrees to remove all rocks three inches (3") in diameter or larger from the right-of-way, or to place said rocks in an area designated by Grantor within thirty (30) days after completion of construction on Grantor's land.

800x **0514** rage **060**

- 12. Grantee agrees to immediately replace any existing waterline which crosses any easement, with the same material or materials of equal quality, thereby restoring said waterline to its prior capacity, usefulness and proper function without costs to Grantor and to the sole satisfaction of Grantor.
- 13. Grantee agrees not to construct gates in any of Grantor's fences unless specifically requested by Grantor. Where Grantee's right-of-way crosses a fence row, Grantee shall have the right to cut such fence, but only after having first H-braced the same, in a manner consistent with fencing practices elsewhere on the land crossed by the right-of-way. All such H-bracing and fencing shall be maintained in a good and workmanlike manner.
- 14. In areas of the right-of-way used as pasture, Grantee agrees to restore said right-of-way to a smooth, level condition with topsoil so graded that the plant growing thereon at the time the pipeline is installed shall be able to re-establish itself thereon, and, if necessary, upon request of the Grantor, the Grantee will to reseed the easement, with an agreed upon species of grass and simultaneously apply the recommended fertilizer.
- 15. Grantee agrees to repair promptly all washouts and erosion caused in the exercise of its rights herein granted and to protect all areas within the right-of-way.
- 16. In the event of a pipeline leak caused by Grantee which results in soil damage, Grantee agrees to, at owner's option, either restore the soil, within a reasonable period of time, to its condition immediately preceding the leak by any means which Grantor deems appropriate, or pay to owner the costs of such restoration.
- Grantee agrees to control undesirable growth or vegetation as needed on the right-of

 way.
- 18. Grantee agrees and obligates himself not to allow hunting or fishing on or along easement by Grantee or by Grantee's employees, agents, invitees, contractors or family members. Further, no firearms shall be carried onto the property or discharged at any time by or through Grantee, his agents or employees, or anyone entering the premises under authorization of this document on any portion of the property described herein, or in the immediately vicinity thereof.
- 19. Grantee, its successors and assigns shall enjoy the rights, benefits and privileges herein conveyed until such time as the easement may be abandoned at which time all right, title and interest in the above described right-of-way easement will revert to the original Grantor, successor, or assignee thereof. Abandonment is defined as non-use for a period of two years. Upon the reversion of this right-of-way to the Grantor for any reason, Grantor or its assigns shall at the option of the Grantor, remove any pipeline or structures from the Easement or right-of-way and restore the land to its original condition to the full satisfaction of the Grantor.
- 20. Grantor shall have the right to construct, maintain, repair and operate roads, streets, alleys, parking lots, sidewalks, bridges, railroad tracks, underground conduits, electronic transmission and distribution lines, telephone lines, gas, water, drainage and sewer pipelines, on, in, under, over, through, across the easement so long as the Grantee's use of said easement is not disturbed and the facilities placed therein are not obstructed, endangered or interfered with.
- Grantor shall also have the right to plant and grow crops, landscape, and to graze livestock on said property.
- 22. Grantor or surface lessee shall have the right to use and enjoy said premises except as may be necessary for the purposes herein granted to said Grantee, providing such usage does not interfere with the purposes and use of easement and with Grantee's rights.

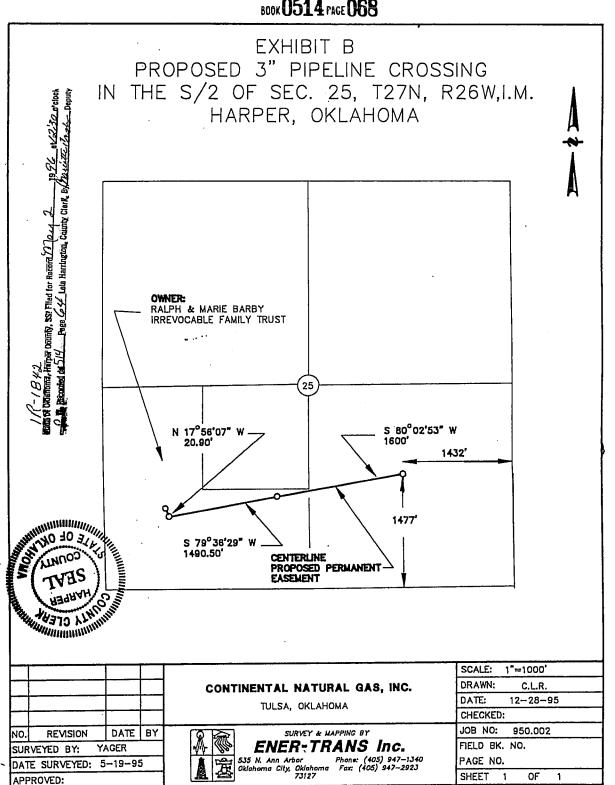
BOOK **0514** PAGE **064** EASEMENT AND/OR RIGHT-OF-WAY GRANT AGREEMENT

Know All Men By These Presents:

That, on this haday of June, 1995, the undersigned, Chelan Dras, Kary D. Cox and Liberty Bank and Trust Company of Oklahoma City, National Association (formerly known as The Liberty National Bank and Trust Company of Oklahoma City) as Trustees of the Ralph and Marie Barby Irrevocable Family Trust hereinafter referred to as Owner and/or Grantor whether one or more; and CONTINENTAL NATURAL GAS, INC. at 1412 S. Boston, Suite 500, Tulsa, Ok 74121 hereinafter referred to as The Company and/or Grantee, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby enter into this Agreement for Easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

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- This easement is granted for the purpose of laying one 3 inch(es) pipeline only and the
 right to maintain said pipeline. Except as provided for herein, in the event Grantee
 wishes to lay an additional line or replace said line, a new easement or agreement is
 required.
- Grantee agrees that said Right-of-Way will be no more than 50 feet wide during construction and no more than 25 feet wide thereafter.
- 4. Except for one meter run, Grantee agrees that there will be no above ground structures on said pipeline right-of-way without prior written approval of the Grantor.
- Grantee agrees not to blade the right-of-way, except where reasonable pipeline construction practices require it.
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BOOK **0514** PAGE **064**EASEMENT AND/OR RIGHT-OF-WAY GRANT AGREEMENT

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That, on this 6th day of June, 1995, the undersigned, Chelan Dras, Kary D. Cox and Liberty Bank and Trust Company of Oklahoma City, National Association (formerly known as The Liberty National Bank and Trust Company of Oklahoma City) as Trustees of the Ralph and Marie Barby Irrevocable Family Trust hereinafter referred to as Owner and/or Grantor whether one or more; and CONTINENTAL NATURAL GAS, INC. at 1412 S. Boston, Suite 500, Tulsa, Ok 74121 hereinafter referred to as The Company and/or Grantee, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby enter into this Agreement for Easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

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- 13. Grantee agrees not to construct gates in any of Grantor's fences unless specifically requested by Grantor. Where Grantee's right-of-way crosses a fence row, Grantee shall have the right to cut such fence, but only after having first H-braced the same, in a manner consistent with fencing practices elsewhere on the land crossed by the right-of-way. All such H-bracing and fencing shall be maintained in a good and workmanlike manner.
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- 18. Grantee agrees and obligates himself not to allow hunting or fishing on or along easement by Grantee or by Grantee's employees, agents, invitees, contractors or family members. Further, no firearms shall be carried onto the property or discharged at any time by or through Grantee, his agents or employees, or anyone entering the premises under authorization of this document on any portion of the property described herein, or in the immediately vicinity thereof.
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- 23. Grantee agrees to hold harmless and indemnify the Grantor against all claims, costs, damages and expenses arising or growing out of any act, occurrence or condition in, on or about the easement or right-of-way, and caused or claimed to be caused by the Grantee, its agents, servants or employees.
- 24. Grantee agrees that all operations are subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and to regulations of Federal and State officers, agencies, boards and commissions.
- 25. This Easement and Right-of-Way Grant is non-exclusive and given without warranty either express or implied.

In witness whereof this instrument is executed as of the 5th day of June 19 95.

GRANTOR: (SEAL)	Liberty Bank and Trust Company of Oklahoma City, National Association (formerly known as The Liberty National Bank and Trust Company of Oklahoma City), Co-Trustee of the Ralph and Marie Barby Irrevocable Family Trust
By:	Ву:
Assistant Secretary	Vice President
Grantee:	Ву:
	Chelan Dras, Co-Trustee
Continental Natural Gas Inc.	
By: W. Monto Piero	By: Sall
Title: permit agent	Kary D. Cox, Co-Trustee
Attachment: Exhibit "A", Showing legal descrip	otion and plat of right-of-way.
State of Oklahoma	
County of Harper	
The foregoing instrument w June, 1995 by Kary D. Cox.	as acknowledged before me this 5th day of
my commission expires 5-14-9	7 M. Martillary

LEGAL DESCRIPTION

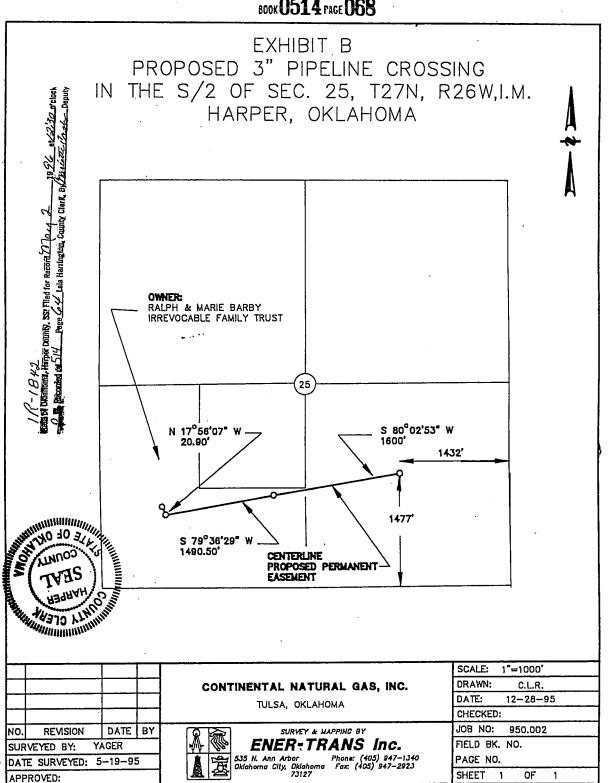
A part of the South Half of Section 25, T. 27 N., R. 26 W., I.M., Harper County, Oklahoma, being more particularly described as follows:

BEGINNING at a point that is 1477.00 feet North and 1432.00 feet West of the Southeast Corner of said Section 25, thence S.80°02'53"W., a distance of 1600.00 feet; thence S.79°36'29"W., a distance of 1490.50 feet; thence N.17°56'07"W., a distance of 20.90 feet to the point of ending.

Date of Legal Description: 19 May 1995

James S. Vager R. P.I. S. Number 1006

JAMES S. YAGER LS. 1006 LS. 1006



EASEMENT AND/OR RIGHT-OF-WAY GRANT AGREEMENT

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EGON 0514 PAGE 070

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In witness whereof this instrument is executed as of the 5th day of June

GRANTOR: (SEAL)	Liberty Bank and Trust Company of Oklahoma City, National Association (formerly known as The Liberty National Bank and Trust Company of Oklahoma City), Co-Trustee of the Ralph and Marie Barby Irrevocable Family Trust
By: Assistant Secretary	By:Vice President
Grantee:	By: Che lan Daco Chelan Dras, Co-Trustee
Continental Natural Gas Inc.	
By: W. Monto Viero	By: Kary D. Cox, Co-Trustee
A sec all margines.	

Attachment:

Exhibit "A", Showing legal description and plat of right-of-way.

State of Oklahoma

County of Harper

The foregoing instrument was acknowledge before me this June, 1995 by Chelan Dras.

W. Monte Pierce

my commission expires 5-14-97

· 中国 EXHIBIT B PROPOSED 3" PIPELINE CROSSING IN THE S/2 OF SEC. 25, T27N, R26W,I.M. HARPER, OKLAHOMA 2 1 Bestreted on 514 Page 69 Lela Harrington, County Clerk, Billing 1/2 – 1,8 4,3 RADIST COGNOTINA FINITION SE, IN GET FOR RECORD TO ALLA OWNER: RALPH & MARIE BARBY IRREVOCABLE FAMILY TRUST SEAL SEOUNTY COUNTY OF THE SECOUNTY OF THE SEOUNTY N 17°56'07" 20.90' S 80°02'53" W 1432' 1477 S 79°36'29" W 1490.50' CENTERLINE PROPOSED PERMANENT EASEMENT SCALE: 1"=1000" DRAWN: CONTINENTAL NATURAL GAS, INC. C.L.R. DATE: 12-28-95 TULSA, OKLAHOMA CHECKED: JOB NO: 950.002 REVISION SURVEY & MAPPING BY ENER-TRANS Inc.

833 K-Ann Arber Phone: (403) 947-1340
Oklehome City, Oklohome Fox: (405) 947-2923 FIELD BK. NO. DATE SURVEYEDING 19485 PAGE NO. SHEET OF

APPROVED:

Mestado.

RIGHT-OF-WAY EASEMENT BOOK 0526 PAGE 544

AND	
Isingle husband and it is	nd valuable consider the transfer of the trans
transmission and distribution of electric	his her
Said property is situated in	III
	County, Oklahoma, and described as follows
	SEAL COUNTY
	Taken The State of
	acent.
•	
Section27	·
	Township
cables and other necessary fixtures.	perty is limited to 10 feet on either side of the system of poles, wires, anchors, guy wires, buried
The rights and privileges greates be as	shall continue so long as the premises are used or needed for the purposes herein set forth, but aid premises and abandon the right-of-way granted herein, then this easement and right-of-way
	19 97 / 20 0 0 2
	Triffe Prairie
NORTHWESTERN ELECTRIC COOP. P.O. BOX 2707	, INC.
WOODWARD, OK 73802	Signature
,	Signature
	ACKNOWLEDGEMENT
STATE OF OKLAHOMA, COUNTY OF	irper
Before me, a Notary Public, within and to personally appeared Willis	Christian
	and and
and acknowledged to me that they execute	to me known to be the identical persons who executed the within and lovegoing instrument of the same as their free and voluntary act and deed to the uses and purposes set forth.
Witness my hand and seal the day and y	ear last above written.
My commission expires: $4-8-6$	1
, and an annual contract of the contract of th	White and the second
/FEC 90-301p	w. W. Lability
	the second secon

KNOW ALL MEN BY THESE PRESENTS That Willis Christian

RECEIVED
JUN 1 4 1999
LAND OFFICE

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA EASEMENT

Easement No. 8094 Account No. 101960

THIS EASEMENT made and entered into the 3 day of June, 1999, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and GPM Gas Corporation (GRANTEE) ATTN: PTRE&C, P. O. Box 358, Borger, TX 79008-0358:

WITNESSETH: That in consideration of the sum of five hundred dollars (\$500.00), the CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant and convey unto the Grantee the right to the uninterrupted access and enjoyment of a 20 year Easement for a surface site for block valve only, covering land situate in Harper County, State of Oklahoma, described as follows:

SE/4 SEC 36-27N-26WIM

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is 50 feet x 50 feet. The term of the easement is 20 years ending June 2, 2019.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should Grantee, its successors, heirs or assigns cease to use the land for the purposes granted for a period of not more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year or more shall constitute abandonment. In consideration of the execution of this easement, Grantee does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

It is expressly understood and agreed **Grantee** shall settle with the surface lessee of the land for any damages to improvements and/or crops by reason of construction or use of the right-of-way or Easement, with the further understanding that the CLO is neither entitled to nor responsible for payment of the proceeds of such settlement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary.

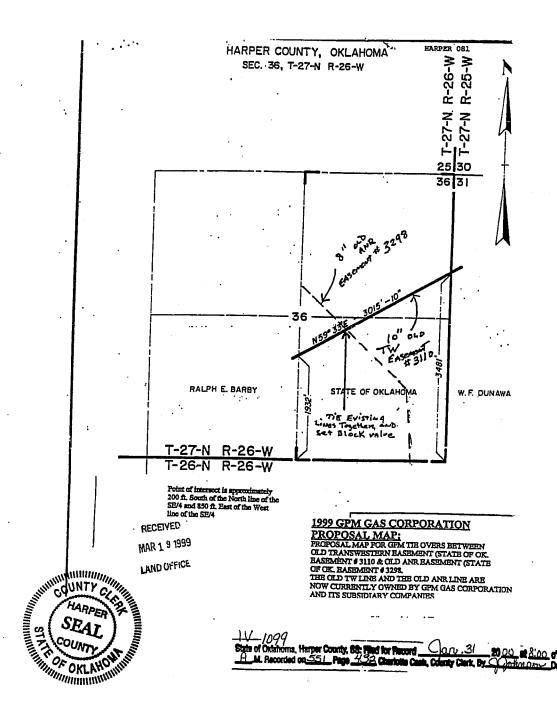
BY: <u>Jun Bradler</u> Company Representative

After Recording Return to:
GPM Gas Corporation
Property Taxes, Real Estate & Claims

P.O. Box 358 Borger, TX 79008-0358 BY:

Emest Heliwege, Secretary Commissioners of the La

STATE OF CKLAHOMA) COUNTY OF Hutchingor	433 ACKNOWLEDGEMENT
COUNTY OF Hutchensor	
On this standay of	Columnary act and deed for the dises and
My Commission Expires: JUDY WAGNON NOTARY PUBLIC, STATE OF TEXAS SHY COMMISSION E-24-2001	Judy-Nagron
STATE OF OKLAHOMA)	
COUNTY OF OKLA) 88.	ACKNOWLEDGEMENT
On this 14 day of June Notary Public in and for said county are Ennest Hellwege, know foregoing instrument as its Secreta he executed the same as his free and purposes set forth.	nd state, personally appeared to me wn to be the person who executed the and acknowledged to me that voluntary act and deed for the uses and
	Volera McKay
My Commission Expires: 8-27-2002	
	VALERA MCKAY Grady County Notary Public in and for State of Oklahoma My commission expires



$\mathsf{BCOK}\,0551$ PAGE $618\,\mathrm{cm}$

HARPER 99

Easement and/or Right-of-Way Agreement

Know All Men By These Presents:

That, on this <u>5th</u> day of <u>October</u>, 1999, the undersigned, Kary D. Cox, as Trustee of the Cox Family Trust herein after referred to as Grantor, and

GPM Gas Corporation P.O. Box 358 Borger Texas 79008

hereinafter referred to as Grantee, for and in consideration of the sum of which is hereby acknowledged, do hereby enter into this agreement for easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

NW/4, SW/4, of Section 25, Township 27 North, Range 26 West, Harper County, Oklahoma.

The Agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- Grantee shall have access to the right-of-way granted hereby only from existing roads unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
- 2. This easement is granted for the purpose of laying one pipeline only and the right to maintain said pipeline. A new easement or agreement is required to replace said line or to lay any additional line(s).
- Right-of-Way shall be no more than 50 feet wide during construction and no more than 30 feet wide thereafter.
- 4. Grantee agrees to bury all pipe to at least 36 inches to the top of the pipeline.
- 5. Grantee agrees to restore said right-of-way to as near its original condition as possible and to re-seed with a native type species of desirable grass and apply a mulch as needed to prevent erosion during such time as needed for vegetation to re-cover.
- 6. Grantor agrees that any payment for right-of-way made hereunder by Grantee includes full payment for all normal construction damages.
- 7. Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted.

Grantee shall pay grantee a total of \$500.00 for approximately 20 feet of right-of-way and damages. This includes one 4 inch above ground valve to be set as close as possible to the property line.

After Recording Return to:

GPM Gas Corporation
Property Taxes, Real Estate & Claims
P.O. Box 358
Borger, TX 79008-0358

Kary D. Co, Trustee for Cox Family Trust

HARRICH TH

BOOK 0551 PAGE 619

State of Oklahoma:

County of Washington:

profits was acknowledged before me on the 1st day of November, 1999,

12-4-2001

lamain Chaff.

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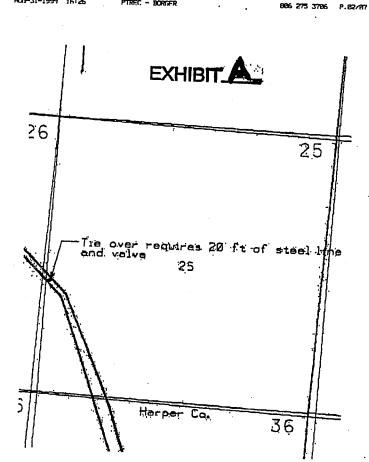
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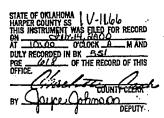
Jan 03 00 09:40a 603-31-1999 16:26

3

Jan & Billie Proctor PTREC - BORGER

316-624-3963 886 275 3786 p. 1







BCOK 0555 PAGE 406

. de 29. 15. i .

COMMISSIONERS OF THE LAND OFFICE STATE OF OKLAHOMA EASEMENT

Lawrene F547 RECEIVED

MAR 81 2000

LAND OFFICE

Easement No. 8120 Account No. 307072

THIS AGREEMENT made and entered into this 20 day of December, 1999, by and between the Commissioners of the Land Office of the State of Oklahoma (CLO) and Coastal Field Services (GRANTEE) PO Box 1257, Liberal, KS 67905-1257:

WITNESSETH: That in consideration of the sum of two thousand nine hundred dollars (\$2,900.00), the CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant and convey unto Grantee the right to uninterrupted access and enjoyment of a 20 year Easement for construction of pipeline and block valve purposes only, covering the following described land situate in Harper County, State of Oklahoma:

N/2SW/4 SEC 22-27N-26WIM

all as described and shown on the PLAT attached. The PLAT is part of this Agreement.

PURPOSE: To construct, maintain, operate, remove and relay, if necessary, one pipeline not to exceed 4 inches in diameter, 85.15 rods in length and be contained within a 30 foot right-of-way, for the transportation of natural gas; and a block valve with 4 ft. x 4 ft. pipe enclosure at tie-in. The pipeline is to be constructed and maintained at least 36 inches beneath the surface of said land and 15 feet on either side of centerline of the pipeline, being 85.15 lineal rods in length.

NOTICE: No structures other than the pipeline and appurtenances described above and line markers in fence rows may be placed upon or beneath the surface of the land under the terms and conditions of this Easement. The CLO, its surface lessees, successors and assigns reserve the right to use the surface for all purposes not inconsistent with the necessary servicing of the pipeline. Grantee shall revegetate the pasture land according to the specifications of the field technician of CLO. Affected area may need to be mulched and seeded for protection of the sandy soils and area. Grantee agrees to lower pipeline upon request from CLO should it interfere with any farming practices or conservation work.

PROVIDED it is expressly agreed by Grantee that the granting of this easement does not permit Grantee to unreasonably interfere with the CLO, its surface lessees, successors and assigns in the exercise of its free and uninterrupted access, use and enjoyment of the premises. It is further understood by Grantee that unreasonable interference with the CLO's, its surface lessees', successor's and assign's free use and enjoyment of the premises shall constitute forfeiture of all of its right, title and interest in the property. Upon failure to show due cause as to why this agreement should not be cancelled for such interference, Grantee agrees to remove all of its property whether real, personal or both within thirty (30) days from the date of receipt of notice.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should **Grantee**, its successors, heirs or assigns cease to use the land for the purposes granted for a period of not more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges shall terminate. It is understood and agreed that such cessation of usage of the premises for a period of one (1) year or more shall constitute abandonment of this easement and in consideration of the execution of this easement, **Grantee** grants all of its right, title and interest in the premises to the CLO, its successors and assigns, in the event of abandonment.

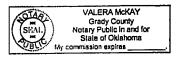
BCOX 0555 PAGE 407

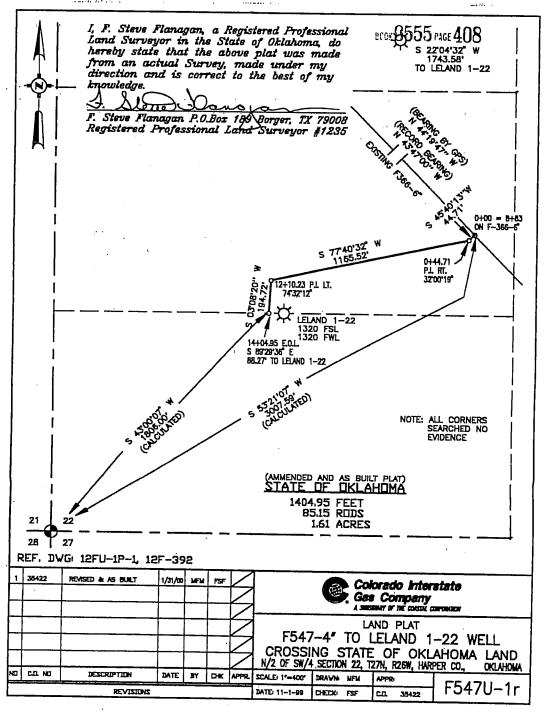
It is expressly understood and agreed that Grantee shall settle with the surface lessee of the land for any damages that may be sustained to improvements and/or crops by reason of construction or use of the right-of-way or Easement with the further understanding that CLO is neither entitled to nor responsible for payment of the proceeds of such settlement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary.

Company Representative Appropriese By Andread Legal	Ernest Hellwege, Secretary Commissioners of the Land Office
STATE OF ORGANICAL) COUNTY OF FI Paso)	ACKNOWLEDGMENT
foregoing instrument as its Vice F	hty and state, personally appeared to me, known to be the person who executed the and acknowledged to me that and voluntary act and deed for the uses and
COUNTY OF OKLA) ss.	ACKNOWLEDGMENT
foregoing instrument as its Secre	ty and state, personally appeared to me known to be the person who executed the and voluntary act and deed for the uses and

My Commission Expires: 8-27-2002





BCOK 0555 PAGE 409

RECEIVED

.........

FEB 2 8 2000

DESCRIPTION

LAND OFFICE

Beginning at Survey Station 0+00 located in the North Half of the Southwest Quarter of Section22, 127N, R25W, Harper County, Oklahoma from which the Southwest corner of said Section 22 bears 553-21-07 W, a calculated distance of 3007.59 feet. Thence \$45'40'13'W, a distance of 44.71 feet to Survey Station 0+44.71. Thence \$77'40'32'W, a distance of 1185.52 feet to Survey Station 12+10.23. Thence \$03'08'20'W, a distance of 194.72 feet to Survey Station 14+04.95 located on the South line of the North Half of the Southwest Quarter of said Section 22 from which the Southwest corner of said Section 22 bears \$43'00'07'W, a calculated distance of 1806.00 feet.

All located in Harper County, Oklahoma and containing 85.15 linear rods, more or less.

(AMMENDED AND AS BUILT PLAT)

-1-V-/598
State of Oldshorms, Harper County, BS; Fleed for Plecond May 1, 20 00 at 10:00 orbook

A. M. Recorded on 555 Page 406, Charlotte Cash, County Clerk, By Charlotte Cash,


F. Steve Flanagan P.O.Boz 189 Borger, TX 79008
Registered Professional Land Surveyor \$1235

REF. DWG: 12FU-1P-1, 12F-392

1	35422	REVISED & AS BUILT	1/31/00	MFM	FSF		Colorado Interstate
L							Colorado Interstate Gas Company A SERBINT OF THE CONTINUOUS
			- T				A SUBSTRACT OF THE COASTAL CONFORCION
							LAND PLAI
							F547-4" TO LELAND 1-22 WELL CROSSING STATE OF OKLAHOMA LAND
						\angle	N/2 OF SW/4 SECTION 22, TZTN, R25W, HARPER CO., OKLAHOMA
7	C.D. NO	DESCRIPTION	DATE	ЭY	CHK	APPR.	SCALE 1'=400' DRAVN MEN APPR
_	REVISIONS						DATE 11-1-99 CHECK FSF C.D. 35422 F547U-2r

CATHODIC FACILITIES EASEMENT

DRAFT NO. 6A-10834 CHARGE NO. E-51U000

FILE: R. E. BARBY, TRUST **PROJECT: HARPER 148**

STATE OF OKLAHOMA § COUNTY OF HARPER

KNOW ALL MEN BY THESE PRESENTS:

Ralph E. Barby, Trust C/o Kary D. Cox, Trustee Box 1113 Bartlesville, Oklahoma, 74005 918-331-0960

hereinafter called the Grantor, (whether one or more) for and in consideration of the sum of Ten a (\$10.00) Dollars, and other good and valuable consideration, to us in hand paid by GPM ANADARKO GATHERING COMPANY, LLC, Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said Grantee, its successors and assigns, the easement and right to erect, install, construct, operate, and maintain the hereinafter described facilities and equipment and all appurtenances thereto, necessary to Grantee in the use of said facilities and equipment upon that certain tract of land situated, and described as follows, to wit:

The NE/4 of Section 26, Township 27 North, Range 26 West, Harper County, Oklahoma.

As per Exhibit A attached hereto and made a part hereof.

Said facilities and equipment being described as follows:

Rectifier, poles, deep well, cables and other equipment or facilities necessary or convenient to install and operate a Deep Well Cathodic Groundbed.

The said Grantor hereby grants to the said Grantee the free and uninterrupted use of the surface of the ground, together with free ingress, egress to and from the same for its agents, employees, workmen, and representatives as by whom it shall be necessary or convenient at all times and seasons; together with the right to reconstruct, repair, and replace said facilities and equipment and the right to remove same.

Grantee agrees to pay for all damages to crops, fences and livestock that may arise by reason of the exercise by Grantee of the rights and privileges herein granted with respect to the construction, operation, maintenance and repair of said facilities.

TO HAVE AND TO HOLD all and singular the rights, easements, and privileges aforesaid unto the said Grantee, its successors and assigns, forever.

WITNESS THE EXECUTION HEREOF this _______ day of _________ Ralph E. Barby, Trust

BCOK 0562 PAGE 341

ACKNOWLEDGEMENT

STATE OF OKlahoma:		
COUNTY OF Washing ton:		
This instrument was acknowledged before me on	day of October	, 20_00_,
by: KARY D. COK	on behalf of Ralph E.	Barby, Trust.
My Commission Expires: 10/17/2004	Sinda D. Herna Notary Public	lon
LINDA D. HERNDON Washington County Notary Public in and for		

BCOK 0562 PAGE 342

		Page 2 2 of many 122
) — —		J. A. Xo.
1.	DWG- C	Prepared By
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ον 3 	86-86°2	NE/4
LOCATION 3	NEW DELANALL, 12" dia. x 300' decep	DEFS AMADARKO G. S. SEC. 26, T27H-R26W HARRER CO., OKLA N/EH
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50		o" <u> 20 21 22 23 24 25 26 27 28 2</u> 0 30

State of Okinhoma, Harper County, 88: Filed for Record 3.0 Jr. 16 20 01 at 10:000 clock

A. M. Recorded on 360 Page 370 Charlotte Cash, County Clark, By 360 Deputy



BCOK 0554 PAGE 324



Easement and/or Right-of-Way Agreement

Know All Men By These Presents:

That, on this <u>11th</u> day of <u>December</u>, 1999, the undersigned, Kary D. Cox, as Trustee of the Cox Family Trust herein after referred to as Grantor; and

Colorado Interstate Gas Company P.O. Box 1257 Liberal Kansas, 67905

hereinafter referred to as Grantee, for and in consideration of the sum of which is hereby acknowledged, do hereby enter into this agreement for easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

Section 15, Township 27 North, Range 26 West, Harper County, Oklahoma.

The Agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- 1. Grantee shall have access to the right-of-way granted hereby only from existing roads unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
- 2. This easement is granted for the purpose of laying one pipeline only and the right to maintain said pipeline. A new easement or agreement is required to replace said line or to lay any additional line(s).
- 3. Right-of-Way shall be no more than 50 feet wide during construction and no more than 30 feet wide thereafter.
- 4. Grantee agrees to bury all pipe to at least 36 inches to the top of the pipeline.
- 5. Grantee agrees to restore said right-of-way to as near its original condition as possible and to re-seed with a native type species of desirable grass and apply a mulch as needed to prevent erosion during such time as needed for vegetation to re-cover.
- 6. Grantor agrees that any payment for right-of-way made hereunder by Grantee includes full payment for all normal construction damages.
- 7. Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted.

Grantee shall pay grantee a total of \$2,480.00 for approximately 62 Rods of right-of-way and damages.

Kary D. Cox Trustee for Cox Family Trust

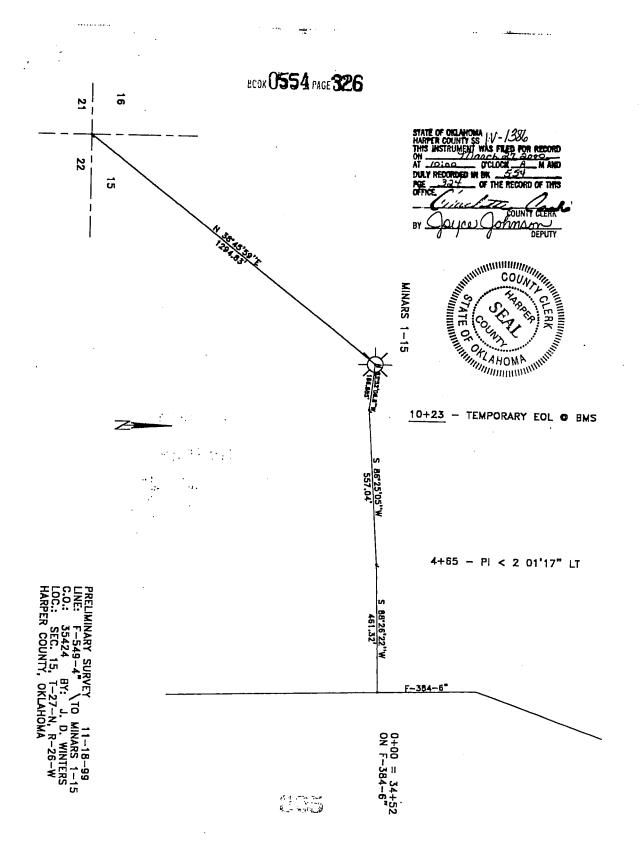
Colorado Interstate Gas Company

5-3-5

Aconorad

BCOK 0554 PAGE 325

	State of Oklahoma:
	County of Washington:
	This instrument was acknowledged before me on the ^{20th} day of <u>December</u> 1999, by; Kary D. Cox.
	My commission Expires: October 17 2000
A STATE OF THE STA	D. Herndon State of Colorado : County of El Paso :
	This instrument was acknowledged before me on the 3rd day of 1899 by; W. H. Sparger
"Mannamana	My commission Expires: Ha/8/2003



17.80

BOOK **0566** PAGE **366**

Easement and/or Right-of-Way Agreement

Know All Men By These Presents:

That, on this <u>19th</u> day of <u>May</u>, 2001, the undersigned, Kary D. Cox, as Trustee of the Cox Family Trust herein after referred to as Grantor; and

CIG FIELD SERVICES COMPANY, a Delaware corporation \mathcal{COE}_{-}

hereinafter referred to as Grantee, for and in consideration of the sum of which is hereby acknowledged, do hereby enter into this agreement for easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

S.W. 1/4 of N.E. 1/4 Section 26, Township 27 N, Range 26 W, Harper County, Oklahoma

The Agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- 1. Grantee shall have access to the right-of-way granted hereby only from existing roads unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-of-way and/or easement herein granted.
- 2. This easement is granted for the purpose of laying one pipeline only and the right to maintain said pipeline. A new easement or agreement is required to replace said line or to lay any additional line(s).
- 3. Right-of-Way shall be no more than 50 feet wide during construction and no more than 30 feet wide thereafter.
- 4. Grantee agrees to bury all pipe to at least 36 inches to the top of the pipeline.
- 5. Grantee agrees to restore said right-of-way to as near its original condition as possible and to re-seed with a native type species of desirable grass and apply a mulch as needed to prevent erosion during such time as needed for vegetation to re-cover.
- 6. Grantor agrees that any payment for right-of-way made hereunder by Grantee includes full payment for all normal construction damages.
- 7. Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted.

Grantee shall pay grantor a sum of \$45.00 per rod for a 4" (inch) or smaller diameter pipeline for a total of \$2,205.00 for approximately 49 Rods of right-of-way and damages.

Kary D. Cox, Trustee for Cox Family Trust

CIG FIELD SERVICES COMPANY

Company, Carl D. Richardson

5-20

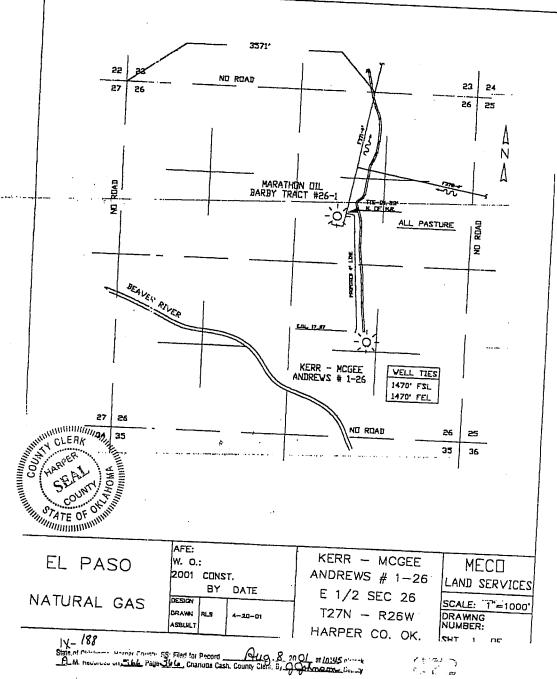
800x 0566 PAGE 367

State of Oklahoma:
County of Washington:
This instrument was acknowledged before me on theday ofday ofda
My commission Expires: October 17, 2004
Notary Public
LINDA D. HERNDON Washington County Notary Public in and for State of Oklahoma My commission expires Oct. 17, 2004.
State of Sylas:
County of Series:
This instrument was acknowledged before me on the 12 TH day of, 2001 by;
My commission Expires: 06/16 / 3003
Leticia L. Lingias Notary Public
COTAST CAL MERCIJOSA ROTTAST CALIC CARRO OF Texas

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BOOK U566 PAGE 368



11.9x **0569** page **453**

RIGHT OF WAY AND EASEMENT

WO/AFE: 100002353

FOR AND IN CONSIDERATION of the sum of Ten and other good and valuable considerations Dollars (\$10.00), the receipt of which is hereby acknowledged,

Ralph E. Barby, Trust C/o Kary D. Cox, Trustee Box 1113 Bartlesville, Oklahoma, 74005 918-331-0960

hereinafter referred to as "Grantor" (whether one or more) hereby grants and conveys unto DUKE ENERGY FIELD SERVICES, LP. having an office at P.O. Box 5493, Denver, Colorado, 80217, its successors and assigns, hereinafter referred to as "Grantee" a right-of-way to lay, construct, maintain, lower, inspect, repair, replace, relocate, change the size of, operate, and remove a pipeline or pipelines, together with the rights for pipe line markers, valves, launchers, receivers, cathodic equipment, test leads, and all appurtenances convenient for the maintenance and operation of said line and for the transportation of oil, gas or other substances therein, under, on, over and through the premises hereafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Harper in the State of Oklahoma to wit:

The W/2 of Section 15, Township 27 North, Range 26 West, Harper County, Oklahoma.

Should more than one pipeline be laid under this Grant at any time by any Grantee, its successors or assigns. Grantee, its successors and assigns, shall pay to Grantor Thirty-five (\$35.00) Dollars per rod for each additional pipeline so laid.

Said right of way and easement shall be Fifty (50) feet in width.

Grantor retains for himself and his heirs and assigns the right to use and enjoy the land described above, except Grantor shall not construct or place anything over or so close to any pipeline or pipe lines or other facility of Grantee as will be likely to interfere with Grantee's surveillance of or access thereto by use of equipment or means customarily employed in the surveillance of or maintenance of said pipe lines nor intentionally cause the original cover over said pipe lines to be reduced below whichever is the greater of a minimum cover of Forty-eight (48) inches or below the minimum cover required at any time by any applicable pipe lines safety code.

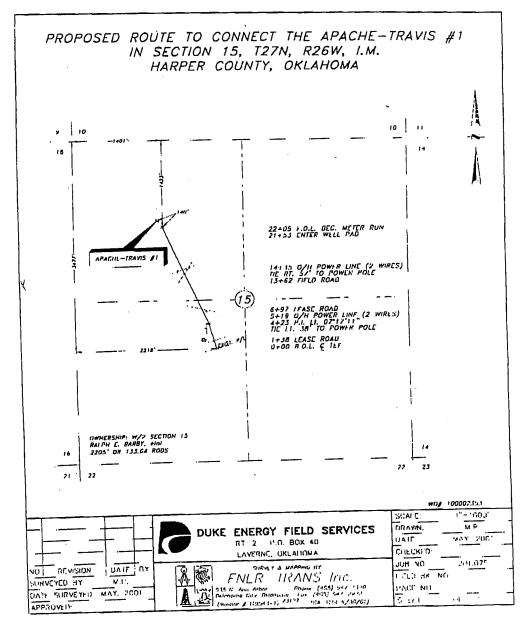
Grantee agrees that any payment for right of way made hereunder by Grantee includes payment for initial construction damage. Grantee also agrees to pay for any damages which may arise to improvements, growing crops and pasture grass in laying, constructing, maintaining, operating, replacing, protecting, repairing, changing the size of or removing said pipe lines.

This right of way and easement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and all rights herein granted, or any of them separately, may be released or assigned in whole or in part. It is

understood that this right of way and easement	cannot be changed in any way except in writing, signed by the	
duly authorized agent of the Grantee.		
Executed this <u>34</u> day of <u>May</u>	, 2001.	
Ralph E. Barby, Trust		
By: DCA		
Kary D. Cox, Trustee		
,	ACKNOWLEDGEMENT	
STATE OF OKLAHOMA:		
COUNTY OF WASHINGTON:	,	
	$\sim 10^{-1}$	
This instrument was acknowledged before a	me on 24 day of 110M	, 20 0/ ,
	n behave of the Ralph E. Barby Trust	
My Commission Expires:	Notary Public, State of Oklahoma	
10/17/2004	Dinda D. Herndon	
	After Recording Return To:	
LINDA D. HERNDON	Duke Energy Field Services, LP	
SATARY LINDOUGH 1	Dana Livia, 1 1010 Col 1000, L1	

Notary Public in and for State of Oklahoma My commission expires Oct. 17, 2004.

P.O. Box 1390 Woodward, OK 73802



State of Oklahoma, Harper County, SS: Filed for Record Age. 11 20 01 at 11:45 o'clock

At M. Recorded on 201 Page 455. Charlotte Cash, County Clark, By Changer Deputy

BCCX 0574 PAGE 574

Easement and/or Right-of-Way Agreement

CIG Field Services Company

hereinafter referred to as Grantee, for and in consideration of the sum of which is hereby acknowledged, do hereby enter into this agreement for easement and/or Right-of-Way on Grantor's property, legally described and shown on a plat of the property, attached hereto and made a part hereof as Exhibit "A".

W/2 NE/4 and the NW/4 of S27-T27N-R26W, Harper County, Oklahoma

The Agreement is specifically conditioned upon all of the terms, conditions, and obligations contained herein as follows:

- Grantee shall have access to the right-of-way granted hereby only from existing roads unless otherwise specified in writing. Further, Grantee shall restrict its operation to the existing pipeline right-ofway and/or easement herein granted.
- 2. This easement is granted for the purpose of laying one pipeline only and the right to maintain said pipeline. A new easement or agreement is required to replace said line or to lay any additional line(s).
- 3. Right-of-Way shall be no more than 50 feet wide during construction and no more than 30 feet wide thereafter.
- 4. Grantee agrees to bury all pipe to at least 36 inches to the top of the pipeline.
- 5. Grantee agrees to restore said right-of-way to as near its original condition as possible and to re-seed with a native type species of desirable grass and apply a mulch as needed to prevent erosion during such time as needed for vegetation to re-cover.
- 6. Grantor agrees that any payment for right-of-way made hereunder by Grantee includes full payment for all normal construction damages.
- 7. Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted.

Grantee shall pay grantor a sum of \$45.00 per rod for a 4" (inch) or smaller diameter pipeline for a total of \$875.25 for approximately 19.45 rods of right-of-way and damages.

Kary D. Cox, Trustee for Cox Family Trust

CIG Field Services Company

Richardson, AGENT and Attorney-in-

200x 0574 PAGE 575

. 20.45

State of Oklahoma:

County of Washington:

This instrument was acknowledged before me on the 31 day of Dec.

2001, by Kary D. Cox.

LINDA D. HERNDON
Washington County
Notary Public in and for
State of Oklahoma
My commission expires Oct. 17, 2004.

Notary Public

My commission Expires:

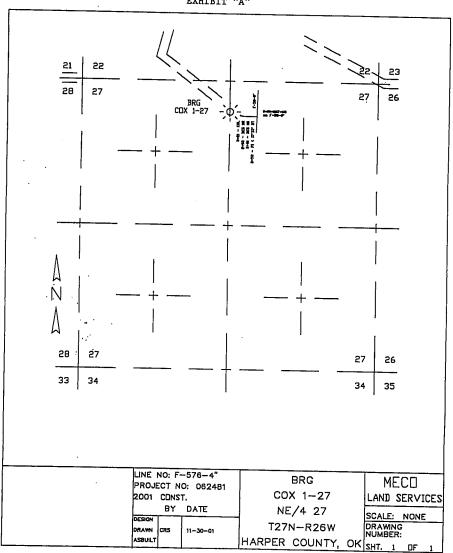
BCGX 0574 PAGE 576

ACKNOWLEDGEMENTS

STATE OF TEXAS	§
COUNTY OF HARRIS	9 §
This instrument was ac 2002, by <u>CARID</u> . Ric CIG Field Securce on behalf of said corporation.	cknowledged before me on the 31 day of Lanuary hardson , Agent and Attorney-in-Factor s Campany , a Delaware corporation
EDWINA E MORRI Notary Puells. State of Take My Commission Expires otary—compassionEngine.2003	- M Notary Public State of Tours

BCGK 0574 PAGE 577

EXHIBIT "A"



/X- 2/02 Street 1 20 02 at 10:00 03 1 14 A.M. Recorded on 574 Page 574, Charlotta Cash, County Clerk, By Kake County Deptry



744 B. .

RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That DF&D, LLC,

whose address is: 6306 20 Road, Cimarron, KS 67835

of the County of <u>Grav</u> and State of <u>Kansas</u> ("Grantor"), for themselves, their heirs, successors, and assigns, for adequate consideration received and acknowledged, hereby grants, conveys and confirms unto REGENCY MIDCON GAS LLC, a Delaware limited liability company, whose address is 1700 Pacific Avenue, Suite 2900, Dallas, Texas 75201, its successors and assigns ("Grantee"):

a right-of-way 50 feet in width, being 25 feet on either side of the centerline, as described on Exhibit "A," attached hereto and made a part hereof, to construct, maintain, operate, repair, alter, replace, relocate, change the size of or remove one or more pipelines for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such drips, valves and valve sites, fittings, meters, tanks, corrosion equipment or such other equipment as deemed necessary or useful by the Grantee in the construction, operation, and maintenance thereof, upon, over, through and under lands situated in Harper— County, Oklahoma , to wit:

Township 27 , Range 26 , Section 22 : Southeast Quarter (SE/4)

A tract of land fifteen (15) foot by forty (40) foot for the measuring facility for the Kerr McGee State 1-22
Well and approximately 120 feet of 3" steel pipeline.

TO HAVE AND TO HOLD this right-of-way and easement unto Grantee so long as Grantee maintains the pipeline or appurtenances or any part thereof.

A) <u>Consideration</u>.

- A part of the consideration paid for this right of way consists of payment for the normal damages caused by Grantee during construction.
- (2) In addition to the consideration referred to in (1), above, Grantee will pay for the following:
 - (a) damage to growing crops caused by Grantee during the construction of the pipeline;
 - (b) out of the ordinary damages caused by Grantee during the construction of the pipeline;
 - (c) damages to land, crops, grasses, fences, timber, livestock and for damages to other personal property caused by Grantee in the maintenance, repair or removal of the pipeline.
- (3) Other than the payment of damages as set forth above, the recited consideration is in full satisfaction of, and is adequate consideration for, every right hereby granted.
- (4) Grantor agrees that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.
- B) Additional Grantee Rights and Obligations.
 - (1) In addition to and in furtherance of the rights stated above, Grantee has the right:
 - of ingress to and egress from the above described land in order to effect Grantee's rights granted by this Right of Way Grant, at will of Grantee; and

- (b) from time to time, to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee; and
- (c) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will assist in the maintenance during the time the roads are used by Grantee;
- (d) to use a reasonable additional area adjacent to the right-of-way as temporary workspace during any period of construction, repair, alteration, replacement or removal of the pipelines or associated facilities; and
- (e) to freely assign the rights herein granted, in whole or in part.

(2) Grantee has the obligation to:

- (a) bury the pipeline(s) a minimum depth of 42 inches except in areas of consolidated rock where the minimum depth will be 18 inches;
- (b) hold Grantor free and harmless from any and all claims for damages to persons or property arising out of the use and occupancy of this right-of-way by Grantee;
- (c) take all reasonable precautions to prevent, as the result of the pipeline's presence on the lands described herein, the pollution of soil and water resources or excessive soil erosion;
- (d) comply with all regulations and statutes of all governmental entities having jurisdiction over the pipeline.

C) Additional Grantor Rights and Obligations.

- (1) Grantor may fully use and enjoy the above described lands encumbered by this right-of-way, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder.
- (2) Notwithstanding the above, Grantor may not:
 - (a) construct, nor permit others to construct, any house, building or other structure or obstructions on or over this pipeline easement and right-of-way without the prior written consent of the Grantee; or
 - (b) impound water or other substance, or
 - (c) make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

- D) Construction of the pipeline.
 - (1) Grantee will, at Grantee's expense, reseed and establish native ground cover, if any, on the right of way and any adjoining land disturbed by Grantee during the construction of the pipeline.
- E) <u>Miscellaneous</u>.
 - (1) The rights of the parties created in this Easement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors and assigns. Grantee may assign or transfer this right of way grant in whole or in part, to one or more assignees.
 - (2) Grantee's failure to comply with any term or covenant hereunder will not be a breach of this agreement, unless and until Grantor has given written notice to Grantee, setting forth the alleged breach, and Grantee fails to correct the alleged breach within 30 days after receipt of the written notice.
 - (3) It is agreed and understood between Grantor and Grantee that Grantee, at its sole option and expense, may survey this pipeline easement and attach a copy of the pipeline easement centerline description in the form of a plat and/or field note description, which plat and/or field note description will be labeled as EXHIBIT "A" and attached to and made a part hereof for all purposes.
 - (4) The terms and provisions of this grant shall extend to and be binding upon the parties hereto, their heirs, successors and assigns.

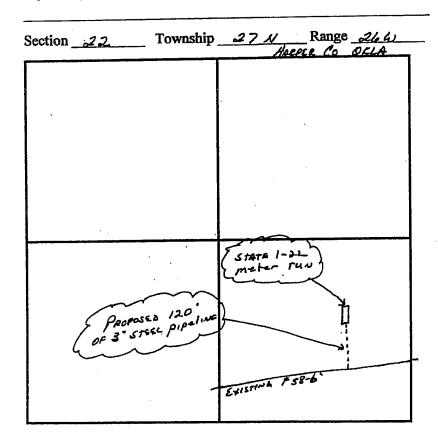
nens, successus and assigns.
IN WITNESS WHEREOF, Grantor has hereunto set its hand this
GRANTOR DF&D, LLC
By William
Title Mesher

DOUGOZ (1 NOLO)	
STATE OF Kansas) COUNTY OF Gray)	
Before me, a Notary Public in and for said state, on this	
Notary Public - State of Rassas Notary Public in and for the State of Kausas Printed Name: Doug Dayldson Commission Expires: 10-19-06	
Corporate Acknowledgement	
STATE OF hansas & COUNTY OF Gray &	
The foregoing instrument was acknowledged before me this 1st day of 1006, by Teft Dewey of DF&D, LLC, a Kansas limited liability company, on behalf of the limited liability company.	
Daya Davidan	
MOTARY PUBLIC - State of Kansas Notary Public in and for the State of Kansas Printed Name: Doug Davidson Commission Expires: 10-19-06	

Regency AFE #: State 1-22

Exhib. + "A" BOOK 0617 PAGE 078

Project Description KERR - Melses State 1-22 weer



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