Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

Auction Tracts 5 - 10

(Custer County, Oklahoma)

For October 13, 2022 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Lee O C Terminals, Inc. and L5 Ranch, LLC,
as their interests appear with respect to the property

(List of contents appears in the following page.)

Contents:

Preliminary Title Insurance Schedules (Tr 5) (File No. 20221437)

Preliminary Title Insurance Schedules (Tr 6) (File No. 20221438)

Preliminary Title Insurance Schedules (Tr 7) (File No. 20221439)

Preliminary Title Insurance Schedules (Tr 8) (File No. 20221440)

Preliminary Title Insurance Schedules (Tr 9) (File No. 20221441)

Preliminary Title Insurance Schedules (Tr 10) (File No. 20221442)

Copies of recorded exceptions: *

* **Note:** For documents that have been re-recorded, the re-recorded document is included here and the originally-recorded document is omitted. For documents executed and recorded in multiple counterparts, document exhibits are included only with the first-recorded counterpart.

		Sch. B-II exception number:					
Recorded at:	**Grantee:**	**Tr 5**	**Tr 6**	**Tr 7**	**Tr 8**	**Tr 9**	**Tr 10**
Book 1201 at Page 645	ONEOK Field Services Company	12	39		14		
Book 1194 at Page 288	ONEOK Field Services Company	13	36		16		
Book 956 at Page 776	State of Oklahoma	14	21		17		
Book 1201 at Page 641 *(Shown as Bk. 1210 in Sch B-II)*	ONEOK Field Services Company	15	38		15		
Book 18 at Page 34	State of Oklahoma	16	14		31		
Book 28 at Page 468	Public Service Company	17			36		
Book 30 at Page 628	State of Oklahoma	18					
Book 31 at Page 4	State of Oklahoma	19					
Book 568 at Page 844	Northern Natural Gas Company	20	15		12		
Book 16 at Page 627	State of Oklahoma		12				
Book 30 at Page 627	State of Oklahoma		13				
Book 624 at Page 250	Producer's Gas Company		16		18		
Book 956 at Page 768	State of Oklahoma		17				
Book 956 at Page 770	State of Oklahoma		18				
Book 956 at Page 772	State of Oklahoma		19				
Book 956 at Page 774	State of Oklahoma		20				
Bk 1111-Pg 502 & Bk 1137-Pg 730	Transok Gas Gathering LLC		22		19		18
Bk 1111-Pg 510 & Bk 1137-Pg 770	Transok Gas Gathering LLC		23		20		19
Bk 1111-Pg 518 & Bk 1137-Pg 680A	Transok Gas Gathering LLC		24		21		20
Bk 1111-Pg 526 & Bk 1137-Pg 760	Transok Gas Gathering LLC		25		22		21
Bk 1111-Pg 534 & Bk 1137-Pg 690	Transok Gas Gathering LLC		26		23		22
Bk 1111-Pg 542 & Bk 1137-Pg 750	Transok Gas Gathering LLC		27		24		23
Bk 1111-Pg 550 & Bk 1137-Pg 740	Transok Gas Gathering LLC		28		25		24
Bk 1111-Pg 558 & Bk 1137-Pg 700	Transok Gas Gathering LLC		29		26		25
Bk 1111-Pg 566 & Bk 1137-Pg 720	Transok Gas Gathering LLC		30		27		26
Bk 1111-Pg 574 & Bk 1137-Pg 710	Transok Gas Gathering LLC		31		28		27
Book 1118 at Page 785	ONEOK Field Services Company		32		29		
Book 1118 at Page 790	ONEOK Field Services Company		33				

Copies of recorded exceptions (continued):

		Sch. B-II exception number:					
Recorded at:	**Grantee:**	**Tr 5**	**Tr 6**	**Tr 7**	**Tr 8**	**Tr 9**	**Tr 10**
Book 1154 at Page 479	ONEOK Field Services Company		34		13, 30, 39		29
Book 1157 at Page 490	ONEOK Field Services Company		35				
Book 1194 at Page 300	ONEOK Field Services Company		37				
Book 1217 at Page 510	ONEOK Field Services Company		40				
Book 18 at Page 36	State of Oklahoma				32		
Book 956 at Page 778	State of Oklahoma				33		
Book 31 at Page 543	Custer County				34		
Book 30 at Page 628	State of Oklahoma				35		
Book 624 at Page 248	Producer's Gas Company				37		
Book 1137 at Page 132	Transok Gas Gathering LLC				38		
Book 553 at Page 575	Northern Natural Gas Company				40		13
Book 568 at Page 841	Northern Natural Gas Company				41		14
Book 886 at Page 769	Transok Gas Gathering LLC				42		15
Book 886 at Page 771	Transok Gas Gathering LLC				43		16
Book 1108 at Page 683	Transok Gas Gathering LLC				44		17
Book 1140 at Page 605	Transok Gas Gathering LLC				45		28
Book 1181 at Page 354	ONEOK Field Services Company				46		31
Book 1187 at Page 154	ONEOK Field Services Company				47		32
Book 1194 at Page 280	ONEOK Field Services Company				48		
Book 1201 at Page 637	ONEOK Field Services Company				49		35
Book 1214 at Page 18	ONEOK Field Services Company				50		36
Book 1214 at Page 22	ONEOK Field Services Company				51		37
Book 1232 at Page 366	ONEOK Field Services Company				52		39
Book 1242 at Page 311	Rural Water ... District No. 2				53	15	40
Book 1244 at Page 476	ONEOK Field Services Company				54		
Book 206 at Page 515	Board of County Commissioners					12	12
Book 1194 at Page 292	ONEOK Field Services Company					13	34
Book 1232 at Page 362	ONEOK Field Services Company					14	38
Book 1244 at Page 472	ONEOK Field Services Company					16	41
Book 1171 at Page 615	ONEOK Field Services Company						30
Book 1194 at Page 284	ONEOK Field Services Company						33

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:
Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20221437-1
Issuing Office File No.: 20221437
Property Address: Tr5, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owners Policy (06/17/06)
      Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
      Proposed Policy Amount: $0.00

   b. ALTA Loan Policy (06/17/06)
      Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
      Proposed Policy Amount: $0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

   Lee O C Terminals, Inc, by virtue of a Deed of Executor recorded October 26, 1979 ini Book 413 at Page 86.

5. The Land is described as follows:

   The Northeast Quarter (NE/4) of Section 18, Township 14 Norrth Range 20 West, Custer County, Oklahoma. LESS those portions Deeded to the State of Oklahoma on June 24,1932 in Book 18 at Page 34 and on April 20, 1951 in Book 30 at Page 628 and Book 31 at Page 4.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

By: Michael J. Nolan
President

ATTEST: Marjorie Nemzura
Marjorie Nemzura
Secretary

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

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

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.

7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.

8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

9. Obtain a Final Report for issuance of title policy.

10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

12. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)

13. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

14. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes for the year 2022 and all subsequent years not yet due and payable.

2. Taxes or special assessments which are not shown as existing liens by the public records.

3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.

4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.

5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.

8. Rights or claim of parties in possession not shown by the public records.

9. Easements or claims of easements not shown by the public records.

10. Statutory Easements on Section Lines.

11. Water rights, claims or title to water, whether or not shown by the public records.

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12. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 645.

13. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 288.

14. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 776.

15. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1210 at Page 641.

16. Easement in favor of the State of Oklahoma recorded June 24, 1932 in Book 18 at Page 34.

17. Right of Way in favor of Public Service Company recorded July 9, 1948 in Book 28 at Page 468.

18. Dedication Deed to the State of Oklahoma recorded April 20, 1951 in Book 30 at Page 628.

19. Dedication Deed to the State of Oklahoma recorded April 20, 1951 in Book 31 at Page 4.

20. Pipeline Easement in favor of Northern Natural Gas Company recorded July 28, 1983 in Book 568 at Page 844.

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

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20221438-1
Issuing Office File No.: 20221438
Property Address: Tract 6, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owners Policy (06/17/06)
   Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
   Proposed Policy Amount: $0.00

   b. ALTA Loan Policy (06/17/06)
   Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
   Proposed Policy Amount: $0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

   Lee O C Terminals, Inc., by Executors Deed recorded October 26, 1979 in Book 413 at Page 86; Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.

5. The Land is described as follows:

   The West Half (W/2) and the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section 18, Township 14 North, Range 20 West, Custer County, Oklahoma. LESS the

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following tracts Deeded to the State of Oklahoma recorded on April 20, 1951 in Book 30 at Page 627; Warranty Deed to State of Oklahoma recorded on September 19, 1995 in Book 956 at Page 768; Warranty Deed recorded September 19, 1985 in Book 956 at Page 770; Warranty Deed recorded September 19, 1996 in Book 956 at Page 772; Warranty Deed reocrded September 19, 1995 in Book 956 at Page 774; Warranty Deed recorded September 19, 1985 in Book 956 at Page 776.

Fidelity National Title Insurance Company

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

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

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.

7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.

8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

9. Obtain a Final Report for issuance of title policy.

10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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SCHEDULE B-I
(Continued)

11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

12. With respect to Lee O C Terminals, Inc., a corporation, furnish:
(a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
(b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
(c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

13. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)

14. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed at Page 360 of the abstract (1211/555), however, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.

15. Robert E. Lee, Jr. was the owner of an undivided interest by the Warranty Deed at Page 367 (1214/376) Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed at Page 360 (1211/555) of the abstract, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.

16. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

17. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Easement in favor of the State of Oklahoma recorded May 13, 1932 in Book 16 at Page 627.

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SCHEDULE B-II
(Continued)

13. Dedication Deed to the State of Oklahoma recorded April 20, 1951 in Book 30 at Page 627.

14. Easement in favor of the State of Oklahoma recorded June 24, 1932 in Book 18 at Page 34.

15. Pipeline Easement in favor of Northern Natural Gas Company recorded July 28, 1983 in Book 568 at Page 844.

16. Right of Way Agreement recorded October 24, 1984 in Book 624 at Page 250.

17. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 768.

18. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 770.

19. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 772.

20. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 774.

21. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 776.

22. Right of Way Grant recorded September 8, 2000 in Book 1111 at Page 502 and rerecorded July 13, 2001 in Book 1137 at Page 730.

23. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 510 and rerecorded July 13, 2001 in Book 1137 at Page 770.

24. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 518 and rerecorded July 13, 2001 in Book 1137 at Page 680A.

25. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 526 and rerecorded July 13, 2001 in Book 1137 at Page 760.

26. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 534 and rerecorded July 13, 2001 in Book 1137 at Page 690.

27. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 542 and rerecorded July 13, 2001 in Book 1137 at Page 750.

28. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 550 and rerecorded July 13, 2001 in Book 1137 at Page 740.

29. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 558 and rerecorded July 13, 2001 in Book 1137 at Page 700.

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30. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 566 and rerecorded July 13, 2001 in Book 1137 at Page 720.

31. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 574 and rerecorded July 13, 2001 in Book 1137 at Page 710.

32. Right of Way Agreement in favor of ONEOK Field Services Company recorded Decemer 1, 2000 in Book 1118 at Page 785.

33. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 1, 2000 in Book 1118 at Page 790.

34. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 28, 2002 in Book 1154 at Page 479.

35. Right of Way Agreement in favor of ONEOK Field Services Company recorded January 28, 2002 in Book 1157 at Page 490.

36. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 288.

37. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 300.

38. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1210 at Page 641.

39. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 645.

40. Right of Way Agreement in favor of ONEOK Field Services Company recorded September 15, 2003 in Book 1217 at Page 510.

41. Statutory easement for roadway along Section line.

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

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:
Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20221439-1
Issuing Office File No.: 20221439
Property Address: Tract 7, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 07:30 AM

2. Policy to be issued:

   a. ALTA Owners Policy (06/17/06)
   Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
   Proposed Policy Amount: $0.00

   b. ALTA Loan Policy (06/17/06)
   Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
   Proposed Policy Amount: $0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

   Lee O C Terminals, Inc., by Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.

5. The Land is described as follows:

   The West Half of the West Half of the Southwest Quarter (W/2 W/2 SW/4) of Section 7, Township 14 North, Range 20 West, Custer County, Oklahoma.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

By: Michael J. Nolan
President

ATTEST: Marjorie Nemzura
Marjorie Nemzura
Secretary

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

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

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.

7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.

8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

9. Obtain a Final Report for issuance of title policy.

10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

12. Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)

13. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed at Page 360 of the abstract (1211/555), however, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.

14. Robert E. Lee, Jr. was the owner of an undivided interest. By the Warranty Deed at Page 367 (1214/376) Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed at Page 360 (1211/555) of the abstract, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.

15. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

16. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes for the year 2022 and all subsequent years not yet due and payable.

2. Taxes or special assessments which are not shown as existing liens by the public records.

3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.

4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.

5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.

8. Rights or claim of parties in possession not shown by the public records.

9. Easements or claims of easements not shown by the public records.

10. Statutory Easements on Section Lines.

11. Water rights, claims or title to water, whether or not shown by the public records.

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12. Statutory easement for roadway along Section line.

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

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:
Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20221440-1
Issuing Office File No.: 20221440
Property Address: Tr 8, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owners Policy (06/17/06)
   Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
   Proposed Policy Amount: $0.00

   b. ALTA Loan Policy (06/17/06)
   Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
   Proposed Policy Amount: $0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

   Lee O C Terminals, Inc., by virtue of a Deed of Executor recorded October 26, 1979 in Book 413 at Page 86. AND Lee O C Terminals, Inc., by Warranty Deed recorded August 14, 2001 in Book 1140 at Page 521; Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.

5. The Land is described as follows:

   The South Half (S/2) and the Northeast Quarter (NE/4) of Section 18; and the West Half (W/2) of Section 17,

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
(Continued)

Township 14 North, Range 20 West, Custer County, Oklahoma. LESS AND EXCEPT ALL THOSE PORTIONS DEEDED TO CUSTER COUNTY AND TO THE STATE OF OKLAHOMA.

Fidelity National Title Insurance Company

By: Michael J. Nolan
President

ATTEST: Marjorie Nemecita
Secretary

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

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

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.

7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.

8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

9. Obtain a Final Report for issuance of title policy.

10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

12. With respect to Lee O C Terminals, Inc., a corporation, furnish:
(a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
(b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
(c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

13. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)

14. Robert E. Lee, Jr. was the owner of an undivided interest by the Warranty Deed in Book 1214 at Page 376. Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest in to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed in Book 1211 at Page 555, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.

15. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed in Book 1211 at Page 555, However, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.

16. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

17. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

18. Obtain a corrected abstractors certificate showing the correct certification time.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes for the year 2022 and all subsequent years not yet due and payable.

2. Taxes or special assessments which are not shown as existing liens by the public records.

3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.

4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.

5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.

8. Rights or claim of parties in possession not shown by the public records.

9. Easements or claims of easements not shown by the public records.

10. Statutory Easements on Section Lines.

11. Water rights, claims or title to water, whether or not shown by the public records.

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12. Pipeline Easement in favor of Northern Natural Gas Company recorded July 28, 1983 in Book 568 at Page 844.

13. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 28, 2001 in Book 1154 at Page 479.

14. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 645.

15. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 641.

16. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 288.

17. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 776.

18. Right of Way Agreement recorded October 24, 1984 in Book 624 at Page 250.

19. Right of Way Grant recorded September 8, 2000 in Book 1111 at Page 502 and rerecorded July 13, 2001 in Book 1137 at Page 730.

20. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 510 and rerecorded July 13, 2001 in Book 1137 at Page 770.

21. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 518 and rerecorded July 13, 2001 in Book 1137 at Page 680A.

22. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 526 and rerecorded July 13, 2001 in Book 1137 at Page 760.

23. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 534 and rerecorded July 13, 2001 in Book 1137 at Page 690.

24. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 542 and rerecorded July 13, 2001 in Book 1137 at Page 750.

25. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 550 and rerecorded July 13, 2001 in Book 1137 at Page 740.

26. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 558 and rerecorded July 13, 2001 in Book 1137 at Page 700.

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AMERICAN LAND TITLE ASSOCIATION

27. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 566 and rerecorded July 13, 2001 in Book 1137 at Page 720.

28. Right of Way Grant in favor of Transok Gas Gathering LLC recorded September 8, 2000 in Book 1111 at Page 574 and rerecorded July 13, 2001 in Book 1137 at Page 710.

29. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 1, 2000 in Book 1118 at Page 785.

30. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 28, 2001 in Book 1154 at Page 479.

31. Easement in favor of the State of Oklahoma recorded June 24, 1932 in Book 18 at Page 34.

32. Easement in favor of the State of Oklahoma recorded June 24, 1932 in Book 18 at Page 36.

33. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 778.

34. Deed in favor of Custer County recorded October 21, 1921 in Book 31 at Page 543.

35. Dedication Deed in favor of the State of Oklahoma recorded April 20, 1951 in Book 30 at Page 628.

36. Electric easement in favor of Public Service Company of Oklahoma recorded July 9, 1948 in Book 28 at Page 468.

37. Right of Way Agreement in favor of Producer's Gas Company recorded October 24, 1984 in Book 624 at Page 248.

38. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded July 5, 2001 in Book 1137 at Page 132.

39. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 28, 2001 in Book 1154 at Page 479.

40. Pipeline Easement in favor of Northern Natural Gas Company recorded April 6, 1983 in Book 553 at Page 575.

41. Pipeline Essement in favor of Northern Natural Gas Company recorded July 28, 1983 in Book 568 at Page 841.

42. Pipeline Right of Way Easement in favor of Transok Gas Transmission Company recorded March 22, 1993 in Book 886 at Page 769.

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43. Pipeline Right of Way Easement in favor of Transok Gas Transmission Company recorded March 22, 1993 in Book 886 at Page 771.

44. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded August 9, 2000 in Book 1108 at Page 683.

45. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded August 15, 2001 in Book 1140 at Page 605.

46. Right of Way Agreement in favor of ONEOK Field Services Company recorded October 15, 2002 in Book 1181 at Page 354.

47. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 11, 2002 in Book 1187 at Page 154.

48. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 280.

49. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 637.

50. Right of Way Agreement in favor of ONEOK Field Services Company recorded August 11, 2003 in Book 1214 at Page 18.

51. Right of Way Agreement in favor of ONEOK Field Services Company recorded August 11, 2003 in Book 1214 at Page 22.

52. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 27, 2004 in Book 1232 at Page 366.

53. Right of Way Easement in favor of Rural Water, Sewer and Solid Waste Management District NO. 2 recorded June 2, 2004 in Book 1242 at Page 311.

54. Right of Way Agreement in favor of ONEOK Field Services Company recorrded June 25, 2004 in Book 1244 at Page 476.

55. Statutory easement for roadway along Section line.

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

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20221441-1
Issuing Office File No.: 20221441
Property Address: Tr9, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owners Policy (06/17/06)
   Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
   Proposed Policy Amount: $0.00

   b. ALTA Loan Policy (06/17/06)
   Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
   Proposed Policy Amount: $0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

   Lee O C Terminals, Inc., by Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.

5. The Land is described as follows:

   The Northeast Quarter (NE/4) of Section 17, Township 14 North, Range 20 West, Custer County, Oklahoma.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

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

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.

7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.

8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

9. Obtain a Final Report for issuance of title policy.

10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B-I
(Continued)

11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

12. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)

13. Robert E. Lee, Jr. was the owner of an undivided interest by the Warranty Deed in Book 1214 at Page 376. Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest in to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed in Book 1211 at Page 555, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.

14. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed in Book 1211 at Page 555, However, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.

15. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

16. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B-II
(Continued)

12. Easement in favor of the Board of County Commissioners recorded March 20, 1967 in Book 206 at Page 515.

13. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 292.

14. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 27, 2004 in Book 1232 at Page 362.

15. Right of Way Agreement infavor of Rural Water, Sewer and Solid Waste Management District NO. 2 recorded June 2, 2004 in Book 1242 at Page 311.

16. Right of Way Agreement in favor of ONEOK Field Services Company recorded June 25, 2004 in Book 1244 at Page 472.

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

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20221442-1
Issuing Office File No.: 20221442
Property Address: Tr 10, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owners Policy (06/17/06)
   Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
   Proposed Policy Amount: $0.00

   b. ALTA Loan Policy (06/17/06)
   Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
   Proposed Policy Amount: $0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

   Lee O C Terminals, Inc., by Warranty Deed recorded August 14, 2001 in Book 1140 at Page 521; Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; Nune 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.

5. The Land is described as follows:

   The Northeast Quarter (NE/4) and the South Half (S/2) of Section 17, Township 14 North, Range 20 West, Custer County, Oklahoma.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

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

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.

7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.

8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

9. Obtain a Final Report for issuance of title policy.

10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B-I
(Continued)

11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

12. Robert E. Lee, Jr. was the owner of an undivided interest by the Warranty Deed in Book 1214 at Page 376. Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest in to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed in Book 1211 at Page 555, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.

13. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed in Book 1211 at Page 555, However, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.

14. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

15. With respect to Lee O C Terminals, Inc., a corporation, furnish:
(a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
(b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
(c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

16. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B-II
(Continued)

12. Easement in favor of the Board of County Commissioners recorded March 20, 1967 in Book 206 at Page 515.

13. Pipeline Easement in favor of Northern Natural Gas Company recorded April 6, 1983 in Book 553 at Page 575.

14. Pipeline Easement in favor of Northern Natural Gas Company recorded July 28, 1983 in Book 568 at Page 841.

15. Pipeline Right of Way Easement in favor of Transok Gas Transmission Company recorded March 22, 1993 in Book 886 at Page 769.

16. Pipeline Right of Way Easement in favor of Transok Gas Transmission Company recorded March 22, 1993 in Book 886 at Page 771.

17. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded August 9, 2000 in Book 1108 at Page 683.

18. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 502 and refiled in Book 1137 at Page 730.

19. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 510 and refiled in Book 1137 at Page 770.

20. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 518 and refiled in Book 1137 at Page 680A.

21. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 526 and refiled in Book 1137 at Page 760.

22. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 534 and refiled in Book 1137 at Page 690.

23. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 542 and refiled in Book 1137 at Page 750.

24. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 550 and refiled in Book 1137 at Page 740.

25. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 558 and refiled in Book 1137 at Page 700.

26. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 566 and refiled in Book 1137 at Page 720.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B-II
(Continued)

27. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded September 8, 2000 in Book 1111 at Page 574 and refiled in Book 1137 at Page 710.

28. Right of Way Grant in favor of Transok Gas Gathering, LLC recorded August 15, 2001 in Book 1140 at Page 605.

29. Right of Way Agreement in favor of ONEOK Field Servics Company recorded December 28, 2001 in Book 1154 at Page 479.

30. Right of Way Agreement in favor of ONEOK Field Services Company recorded July 11, 2002 in Book 1171 at Page 615.

31. Right of Way Agreement in favor of ONEOK Field Services Company recorded October 15, 2002 in Book 1181 at Page 354.

32. Right of Way Agreement in favor of ONEOK Field Services Company recorded December 1, 2002 in Book 1187 at Page 154.

33. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 284.

34. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 21, 2003 in Book 1194 at Page 292.

35. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 637.

36. Right of Way Agreement in favor of ONEOK Field Services Company recorded August 11, 2003 in Book 1214 at Page 18.

37. Right of Way Agreement in favor of ONEOK Field Services Company recorded August 11, 2003 in Book 1214 at Page 22.

38. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 27, 2004 in Book 1232 at Page 362.

39. Right of Way Agreement in favor of ONEOK Field Services Company recorded February 27, 2004 in Book 1232 at Page 366.

40. Right of Way Easement in favor of Rural Water, Sewer and Solid Waste Management District NO. 2 recorded June 2, 2004 in Book 1242 at Page 311.

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AMERICAN LAND TITLE ASSOCIATION

41. Right of Way Agreement in favor of ONEOK Field Services Company recorded June 25, 2004 in Book 1244 at Page 472.

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

I-200. .573 Book 1201 Pg: 645
04/25/2003 8:23 am Page(s) 645-648
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#12

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF { Oklahoma)
COUNTY OF { Custer)

Return to:
ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057-0846
Attn: Tom Daniel

AFE: 061.010.4211.010015
Job Name: Cimarex/Lee #2-7
Tract # 1

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer
State of Oklahoma , To wit:

A strip of land 50' in width across the Southeast Quarter of Section 7, Township 14 North, Range 20 West, and the Northeast Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian.

Survey to be attached hereto, as Exhibit "A", prior to recording.
Special conditions attached hereto as Exhibit "B" and made a part hereof.
During construction, GRANTEE shall have the right to use an additional work space of one hundred
feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

I-20[illegible]002573 Book 1201 Pg: 646
04/25/2003 8:23 am Page(s) 645-648
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#12

(Signatures & Acknowledgements on back)

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 27 day of February 2003.

LANDOWNER'S SIGNATURE

x M S Lee

LEE O C TERMINALS, INC.
By: M. S. Lee, President

ACKNOWLEDGEMENTS

State of_____
County of_____

(individual)

On this _____day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

State of_____
County of_____

(individual)

On this _____day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

STATE OF Oklahoma
COUNTY OF Oklahoma

(corporate)

On this 27th day of Feb., 2003, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

#12

I-2003-002573 Book 1201 Pg: 647
04/25/2003 8:23 am Page(s) 645-648
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "B"

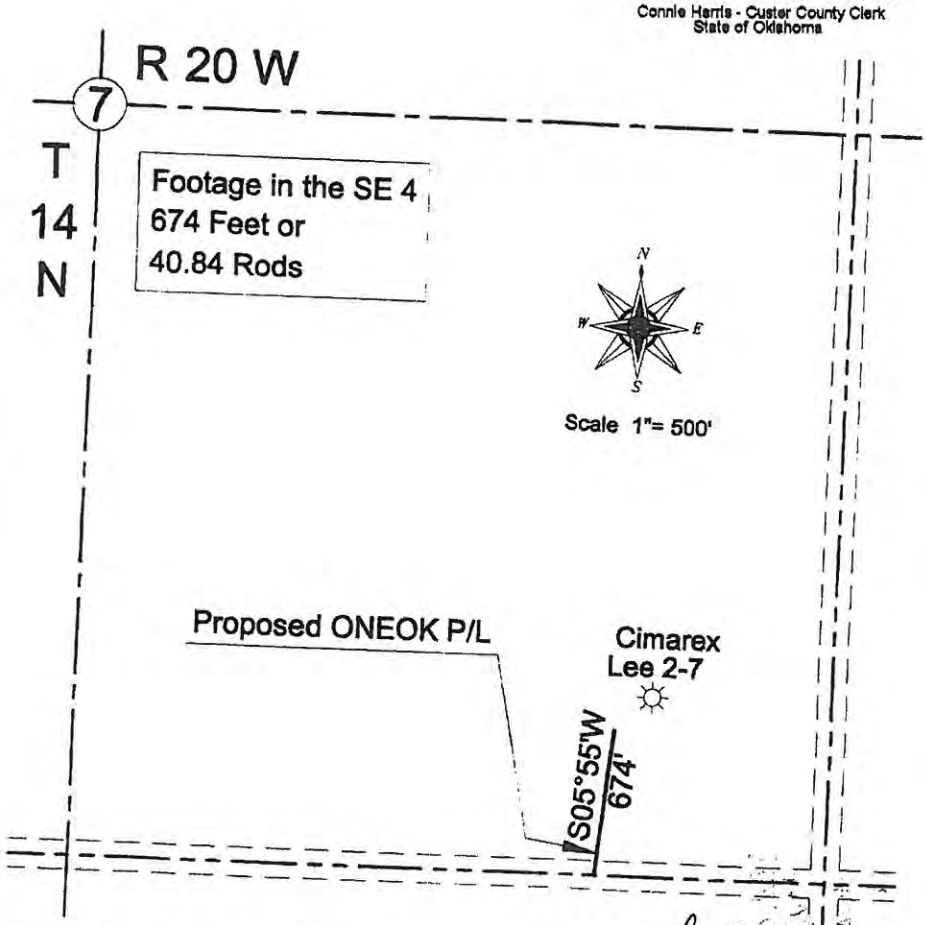
1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

#12

EXHIBIT "A"

Proposed ONEOK Pipeline in SE 4 of Section 7, 14N-20W in the I.M., Custer County, OK.

I-2003-002573 Book 1201 Pg: 648
04/25/2003 8:23 am Page(s) 645-648
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma



Not intended to be boundary survey.

Alan L. Waggoner

Revisions		
	ONEOK FIELD SERVICES	Date: 2-11-2003
		Cimarex / Lee 2-7
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	Disk # WLS 13
		File Name: 714N20W
		Book: P/L 67 Pgs. 33-34

03-001091 Book 1194 Pg: 288
21/2003 9:21 am Page(s) 288-291
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#13

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF { Oklahoma)
COUNTY OF {Custer)

Return To:
Oneok Field Services Company
2005 West Foreman Rd.
El Reno, OK 73036
Attn: Tom Daniel

AFE: 074.111.4211.010
Job Name: Lee 8-18
Tract #1

1/5

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer
State of Oklahoma , To wit:

Strip of land 50' wide across the Northeast Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof

During construction, GRANTEE shall have the right to use an additional work space of one hundred
feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

I-2\ /01091 Book 1194 Pg: 289
02/21/2003 9:21 am Page(s) 288-291
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#13

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 4th day of December 2002.

LANDOWNER'S SIGNATURE

M S Lee, President
LEE OC TERMINALS, INC.

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

Notary Public

Typed or printed name of Notary Public

State of _____
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

Notary Public

Typed or printed name of Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma _____

(corporate)

On this 4th day of December, 2002, before me, Notary Public in and for said County and State, personally appeared MS Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

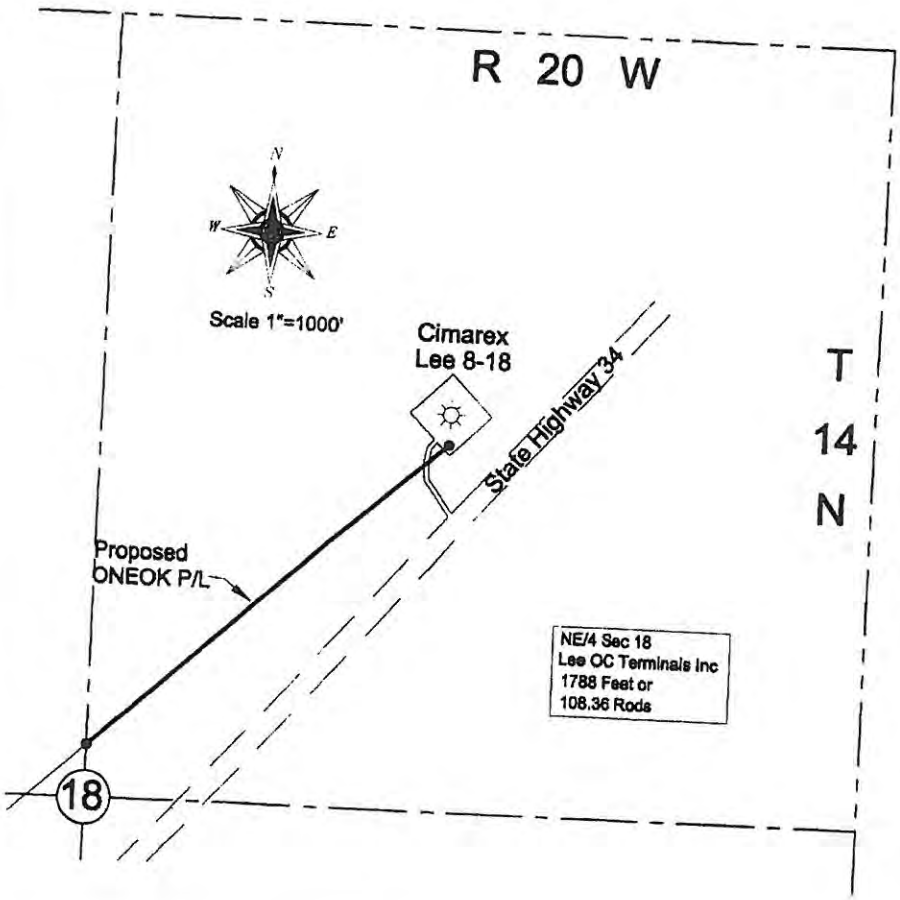
Donna Long
Typed or printed name of Notary Public

I-2003-001091 Book 1194 Pg: 290
02/21/2003 9:21 am Page(s) 288-291
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "A"

#13

Proposed ONEOK Field Services Company pipeline in the West Half of Section 18, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions		
	ONEOK FIELD SERVICES	Date: 10-10-2002
		AFE:
		Cimarex/Lee 8-18
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	Disk # ONEOK Maps #3
		File Name: 1814N20C

I-2003-001091 Book 1194 Pg: 291
02/21/2003 9:21 am Page(s) 288-291
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#13

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. NO FENCES ARE TO BE CUT. CONTRACTOR WILL DITCH UP TO FENCE, AND MOVE EQUIPMENT AROUND TO OTHER SIDE, TO CONTINUE.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

#14

13032(5)(4)
STP-020B(275)
Parcel No. 3
Rev: 12-12-94

WARRANTY DEED RECORD COPY

KNOW ALL MEN BY THESE PRESENTS: BOOK 0956 PAGE 776

THAT Lee O C Terminals, Inc., a corporation

part y of the first part, in consideration of the sum

of Fourteen thousand three hundred & no/100's****DOLLARS ($ 14,300.00)
do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in the NE¼ of Section 18, T 14 N, R 20 W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said NE¼ a distance of 373.49 feet East of the SW corner of said NE¼, thence continuing East along said South line a distance of 220.37 feet, thence N43°57'13"E a distance of 318.48 feet, thence N49°39'51"E a distance of 201.00 feet, thence N43°57'13"E a distance of 2031.87 feet, thence on a curve to the left having a chord bearing of N39°24'13"E and having a radius of 2964.79 feet a distance of 470.89 feet to a point on the East line of said NE¼, thence North along said East line a distance of 377.82 feet, thence S32°15'30"W a distance of 194.58 feet, thence S35°35'28"W a distance of 308.67 feet, thence S41°22'20"W a distance of 249.04 feet, thence S43°57'13"W a distance of 1231.87 feet, thence S38°14'35"W a distance of 201.00 feet, thence S43°57'13"W a distance of 1270.01 feet to point of beginning.

Containing 4.85 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

SEP 19 8 38 Am
Book 956 Page 776-77
Kathy Cotton

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests 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 by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint itself

as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 27 day of July, 19 95

Lee O C Terminals, Inc.

ATTEST: Don L. Smith, Secretary

BY: M. S. Lee, President

R/W Form 53
Revised 3-18-83

35

#14

BOOK 0956 PAGE 777

State of Oklahoma)
) ss.
County of [redacted])

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

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

_____
Notary Public

My Commission expires: _____

Individual Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

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

_____
Notary Public

My Commission expires: _____

Individual Acknowledgement

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public in and for said county and state, on this 27th day of July, 19 95, personally appeared M. S. Lee to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: 1-9-99

Corporation Acknowledgement

State of Oklahoma)
County) ss.
This instrument was filed for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and recorded in Book _____ on page _____ Fees, $ _____

County Clerk

By _____ Deputy

REGISTER COPY

Return to
Department of Transportation
Right-of-Way Division
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

I-2 02572 Book 1201 Pg: 641
04/20/2003 8:22 am Page(s) 641-644
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#15

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF { Oklahoma)
COUNTY OF { Custer)

Return To:
ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057-0846
Attn: Tom Daniel

AFE: 061.010.4211.010016
Job Name: Cimarex/Lee #10-18
Tract # 1

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer
State of Oklahoma , To wit:

A strip of land 50' in width across the East Half of Section 18, Township 14 North, Range 20 West of the Indian Meridian

Survey to be attached hereto, as Exhibit "A", prior to recording.
Special conditions attached hereto as Exhibit "B" and made a part hereof.
During construction, GRANTEE shall have the right to use an additional work space of one hundred
feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

I-. J-002572 Book 1201 Pg: 642
04/25/2003 8:22 am Page(s) 641-644
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#15

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 28th day of February 2003.

LANDOWNER'S SIGNATURE

M S Lee

LEE O C TERMINALS, INC.
By: M. S. Lee, President

ACKNOWLEDGEMENTS

State of _____
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

State of _____
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

STATE OF Oklahoma
COUNTY OF Oklahoma

(corporate)

On this 28 day of Feb, 2003, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public
Donna Long

I-2003-002572 Book 1201 Pg: 6--
04/25/2003 8:22 am Page(s) 641-644
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#15

EXHIBIT "B"

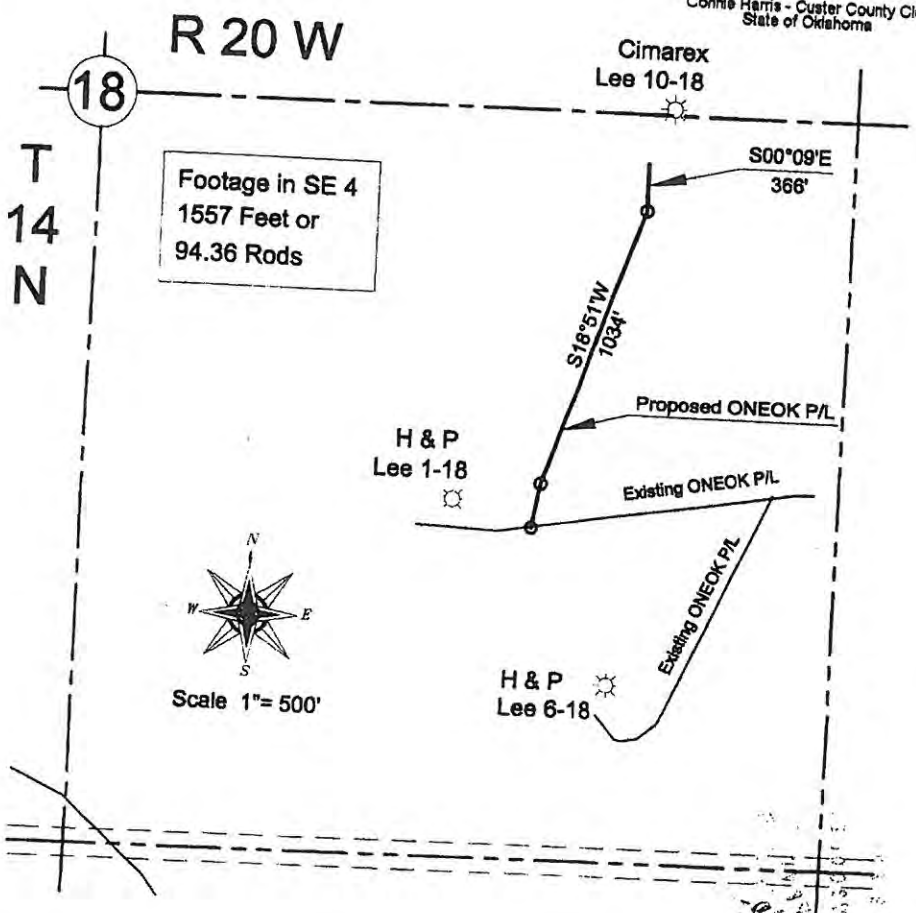
1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

#15

EXHIBIT "A"

Proposed ONEOK Pipeline in the SE 4 of Section 18, 14N-20W in the I.M., Custer County, OK.

I-2003-002572 Book 1201 Pg: 644
04/25/2003 8:22 am Page(s) 641-644
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma



Allen L. Waggoner

Revisions		
	ONEOK FIELD SERVICES	Date: 3-5-2003
		Cimarex / Lee 10-18
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	Disk: WLS 13
		File Name: 1814N20W
		Book: P/L 67 Pgs. 53-54

#16

#C 1757

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: No. 16

That Thomas H. Creswell, Hammon, Okla., and Fay Creswell, husband and wife, of Custer County, State of Oklahoma, for and in consideration of the sum of Five Hundred eighty and no/100 dollars ($ 580.00) 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 Custer County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the NE¼ of Section 18, T 14 N., R 20 W, in Custer County, Oklahoma. Said parcel of land being a right of way 100 feet in width 50 feet on either side of the center line of the survey for Oklahoma State Aid Project No. 612-E. Said parcel of land being further described by its center line as follows:

Beginning at a point on theSouth line of said NE¼ 468 feet East of the West line of said NE¼, station 196/ 22 of said survey; thence N 42°57' E a distance of 2615.4 feet, thence Northeasterly on a curve to the left, having a radius of 2864.9 feet, a distance of 594.6 feet to a point on the East line of said NE¼, 254 feet South of the North line of said NE¼, Station 228/ 32 of said survey. Containing 7.38 acres, more or less.

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

In consideration of the construction of State Highway No. 34, 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 Statehighway 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 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 Oklahoma 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 theuse of thepublic.

2

#16

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand and seal this the 9th day of June, 1932.

Thomas H. Creswell

Fay Creswell

STATE OF OKLAHOMA

COUNTY OF CUSTER SS:

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 9th day of June, 1932, personally appeared Thomas H. Creswell and Fay Creswell, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Geo. M. Baker Notary Public

My commission expires 17th day of April, 1935

(N.P. Seal)

RECEIVED June 13, 1932 State Highway Engineer.

CUSTER COUNTY

STATE OF OKLAHOMA SS:

This instrument was filed for record on the 24 day of June, 1932, at 9.0 o'clock A.M., and recorded in Book 18 of Misc., on page 34-5.

Jesse Hatchett County Clerk

By C.M., Deputy

(Clerks Seal)

#17

No. 7107

RIGHT OF WAY

Robert W. Lee et ux.

Grantor

TO

PUBLIC SERVICE COMPANY
OF OKLAHOMA

Grantee

STATE OF OKLAHOMA, COUNTY OF CUSTER, ss.

This instrument filed this 9 day of July A.D. 1948 at 2:45 P.M. and duly recorded in Book 28 Page 468.

M. S. (DICK) ESLICK, County Clerk.

By Marie Switzer, Deputy. (Seal)

KNOW ALL MEN BY THESE PRESENTS: That Robert W. Lee and Bessie L. Lee, his wife, in consideration of the sum of One & 00/100 Dollars in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey and warrant unto Public Service Company of Oklahoma, an Oklahoma corporation, its successors and assigns, the right, privilege and authority to erect, operate and maintain a system of poles, wires and fixtures for the transmission of electric current and telephone and telegraph messages upon, over and across the following described real property and premises, situated in Custer County, State of Oklahoma, to-wit:

Across the corner and along the highway, located on the east half of Section 18, Township 14 North, Range 20 West Indian Meridian

ALSO granting unto said grantee, its successors and assigns, the perpetual right, privilege and authority to cut down, remove or trim any trees that may, in the judgment of the grantee, interfere with or endanger said line or its maintenance and operation; also to set the necessary guy and brace poles or anchors and to attach all necessary guy wires thereto and to enter upon the above described premises for the purpose of erecting, maintaining and operating its said poles, lines and fixtures as aforesaid. The rights and privileges above granted to continue so long as said system is used for the transmission of electric current or telegraph or telephone messages and in the event said system is abandoned for such purposes then this grant shall become null and void.

SIGNED AND DELIVERED this 26 day of May, 1948.

Witness:

R. W. Lee (Seal)

Bessie L. Lee (Seal)

STATE OF OKLAHOMA, Okla. COUNTY, ss.

Before me, a Notary Public in and for said County and State, on this 26 day of May, 1948, personally appeared R. W. Lee & Bessie L. Lee and , 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.

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

My commission expires Jan. 22, 1951.

Ora Sanders Notary Public.

(Seal)

#18

976

D.H. Form 91-Regular

DEDICATION DEED
For
RIGHT-OF-WAY
From

Robert W & Bessie L. Lee

To

The State of Oklahoma

Custer County, State of Oklahoma, ss.
This instrument was filed for record on the 20 day of April 19 51, at 9:40 o'clock A M., and recorded in Book 30 of Misc'l on Page 628

M. S. (DICK) ESLICK, County Clerk

By Floy Duncum Deputy.
(Seal)

DEDICATION DEED
Public Highway

KNOW ALL MEN BY THESE PRESENTS:
That Robert W. Lee and Bessie L. Lee, his wife

of Custer County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Two Hundred Fifteen and No/100 dollars ($215.00) and other good, valuable and sufficient considerations, do hereby grant, baragain, sell, convey and dedicate unto the State of Oklahoma 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 NE¼ of Section 18, T 14N, R 20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said NE¼, 385.5 feet East of the SW corner of said NE¼, thence East along said South line a distance of 165 feet, thence N 43° 22'E a distance of 2422.8 feet, thence S 46° 38'E a distance of 20 feet, thence N 43° 22'E a distance of 143.5 feet, thence Northeasterly on a curve to the left having a radius of 2944.8 feet a distance of 491.6 feet to a point on the East line of said NE¼, 407.8 feet South of the NE corner of said NE¼, thence North along said East line a distance of 270 feet, thence Southwesterly on a curve to the right having a radius of 2804.8 feet a distance of 692.8 feet, thence S 43° 22'W a distance of 2679.7 feet to a point of beginning.

Containing 1.49 acres, more or less, of new right-of-way, the remaining area included in the above description being the right-of-way occupied by the present highway and the 33 foot section line right-of-way.

(Land donated, moving fence $215.00)

For the same consideration hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface 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 excavations, 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 be in 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 delivery 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~~

The undersigned Grantors hereby designate and appoint Robert W. Lee as agent to execute the claim and receive the compensation herein named.

In Witness whereof the Grantors herein named have hereunto set their hands and seals this the 17 day of March 19 51.

Robert W. Lee

Bessie L. Lee

State of Oklahoma, County of Custer ss.

Before me, a Notary Public in and for said county and state, on this 17 day of March 19 51, personally appeared Robt. W. Lee & Bessie L. Lee and

to me known to be the identical person S 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 January 23, 1954 (N. P. Seal)

T. G. Rawdon
Notary Public

4

#19

996

D. H. Form 91-Regular

DEDICATION DEED
For
RIGHT-OF-WAY
From
Lynwood & Victoria Elliott
To
THE STATE OF OKLAHOMA

Custer County, State of Oklahoma, ss.
This instrument was filed for record on the 20 day of April, 19 51 at 10:09 o'clock A. M., and recorded in Book 31 of Misc'l. on Page 4

M. S. (DICK) ESLICK, County Clerk
By Floy Duncum Deputy.
(Seal)

DEDICATION DEED
Public Highway

KNOW ALL MEN BY THESE PRESENTS:

That Lynwood Elliott and Victoria Elliott his wife

of Custer County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of Eighty and No/100 dollars ($ 80.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma 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 E½ NE¼ of Section 18, T 14N, R 20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said E½ NE¼, thence West along the South line of said E½ NE¼ a distance of 59.2 feet, thence, N 0°22'E a distance of 2390 feet, thence N 44°38'W a distance of 295.6 feet to a point on the North line of said E½ NE¼, thence East along said North line a distance of 270.5 feet to the NE corner of said E½ NE¼, thence South along the East line of said E½ NE¼ a distance of 2599 feet to point of beginning.

Containing 0.94 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway and the 33 foot section line right-of-way.

Land donated

Remove and relocate fence $80.00

Stranger

For the same consideration hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface 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 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 excavations, embankments, structures, bridges, drains, sight distances 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 supervison and control of said public highway to be in such municipality, county or other agency 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 delivery 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

The undersigned Grantors hereby designate and appoint Lynwood Elliott as agent to execute the claim and receive the compensation herein named.

In Witness whereof the Grantors herein named have hereunto set their hands and seals this the 24 day of March 19 51.

Lynwood Elliott

Victoria Elliott

State of Oklahoma, County of Custer ss.

Before me, a Notary Public in and for said county and state, on this 24 day of March 19 51, personally appeared Lynwood Elliott and Victoria Elliott

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 above written

My commission expires Jan. 3-54 (N. P Seal) J. M. Davis Notary Public

10

#20

Form # 2911
9/72

BOOK 568 PAGE 844

Line # _____
Tract # 41-4166

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Lee OC Terminals, Inc.
2190 Liberty Towers
Oklahoma City, Oklahoma

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt of Ten & no/100---------- Dollars ($ 10.00) of which is hereby acknowledged, do hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate pipelines, and appurtenances thereto, on, over, under and through the following described land situated in the County of Custer and State of Oklahoma, to-wit:

East Half (E/2), Section Eighteen (18), Township Fourteen North (T14N), Range Twenty West (R20W)

This easement is for two pipelines only, one 8" transmission line and a 4" line to connect the Lee "A" 1-18 Well.

Division of InterNorth, Inc.

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, for the purpose of constructing, operating, inspecting, repairing, maintaining and replacing, re-sizing, or removing the property 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 Grantor hereby granting the uses herein specified without divesting Grantor of the rights to use and enjoy said above-described land for agricultural, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement over or in proximity to any pipeline or appurtenance constructed hereunder 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 the Grantee will bury all line pipe to provide a minimum cover of 48 inches except in rock where a minimum cover of 18 inches will be provided.

3. 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 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.

4. 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.

5. That in the event the Grantee or its assigns shall at any time construct one or more additional lines of pipe upon the above-described land, the then owner of the land subject to this easement shall be entitled to receive an additional consideration of _____ for each pipeline so constructed, plus damages as provided for in Paragraph 3 above.

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.

State of Oklahoma, Custer County, ss, Filed JUL 28 1983 at 8:48 AM
Recorded in Book 568, Page 844-44 Calvin Klein, County Clerk
Grantor Grantee Numerical By Barbara Lord Deputy

CUSTER COUNTY No. 10488

28

#20

7. That the rights of the Grantee may be assigned in whole or in part.

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

9. Gas tap clause added as Exhibit "A" and made a part hereof.

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, successors and assigns of the parties hereto.

Dated this 23 day of May, 1983.

R. E. Lee

Dan L. Smith
Secretary

SEAL

STATE OF Oklahoma:

COUNTY OF Oklahoma:

On this 23 day of May, A.D., 1983, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared R. E. Lee whose address is 3080 Liberty Tower, Okla. City, Okla 73102 to me known to be the same person he named in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed, executed and delivered said instrument as his free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (SEAL)

November 19, 1983
My Commission Expires:

Inez A. Boyce
Okla. City, Okla
Address

STATE OF Oklahoma:

COUNTY OF Oklahoma:

On this 23rd day of May, A.D., 1983, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared Dan L. Smith whose address is 2100 Liberty Tower to me known to be the same person__ named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said instrument as his free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (SEAL)

November 1, 1984
My Commission Expires:

Mary L. McMahaman
Okla. City, OK
Address

This instrument drafted by:
Northern Natural Gas Company
2223 Dodge Street
Omaha, Nebraska 68102
Division of InterNorth, Inc.

R/W Agent Alan D. Wurtz

CUSTER COUNTY No. 10488

#20

EXHIBIT "A"

November 12, 1981
Revision - 1

NORTHERN NATURAL EASEMENT TAP CLAUSE

As part of the initial consideration to be paid or made available to Grantor for the right-of-way granted hereunder, Grantor shall be entitled to natural gas service through a single tap (small rural delivery point and measuring station) mounted on the pipeline constructed hereunder, subject to the following terms and conditions:

1. Grantor shall direct his request for service to the gas utility entity rendering (or willing to render to Grantor) gas service in the county or counties within which this easement lies.

2 Such request shall be in writing and utilize Grantee's form which may affect gas quality and pressure limitations, as completed and submitted by the said utility.

3. The utility shall then submit to Grantee an application for such service to Grantor. Grantee will review the request in the light of then existing applicable governmental regulations and Grantee's then existing tariff, and if it meets or complies with the standards and conditions of such regulations and tariff, submit the request along with others submitted by utilities served by Grantee, to the federal governmental agency having jurisdiction. Grantee may hold such application until the number of similar applications which Grantee regards as sufficient to justify the necessary administrative processing have been received.

4. Grantee's service rendered through the tap, although for the specific benefit of Grantor, shall be wholesale service to the utility sponsoring Grantor's request.

5. Upon receipt of regulatory approval, in form and content acceptable to Grantee, Grantee will, at its expense, install the tap upon its pipeline. Grantee reserves the right to select the location for the tap on Grantor's property, although it will give consideration to Grantor's requested location. No costs associated with the tap and the service furnished through it, other than for the tap installation itself, will be paid by Grantee.

6. All gas provided hereunder shall be for Grantor's personal domestic and agricultural (including irrigation) uses only and may not be resold by Grantor and may only be used on the above-described premises.

7. Grantee reserves the right, without further obligation, to abandon or interrupt its use of the pipeline on which the tap is mounted, or to transport through the pipeline substances which are not suitable for Grantor's use.

0060V

CUSTER COUNTY
No. 10488

#10

#C 1639

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: No. 14.

That Mary Etta Boulware, Hammon, Okla., and Charley H. Boulware, husband and wife of Custer County, State of Oklahoma, for and in consideration of the sum of Five hundred eighteen Dollars ($ 518.00) 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 Custer County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SW¼ of Section 18 T 14 N, R 20 W in Custer County, Okla. Said parcel of land being a right of way 100 feet in width 50 feet on either side of the center line of the survey for Oklahoma State Aid Project No. 812-E. Said parcel of land being further described by its center line as follows: Beginning at a point on the South line of said SW¼ 624 feet East of the West line of said SW¼ Station 159/ 76 of said survey thence N 42°57' E, a distance of 2958 feet to a point on the East line of said SW¼ 510 feet South of the North line of said SW¼, station 189/ 34 of said survey Containing 6.80 acres, more or less .

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

In consideration of the construction of StateHighway No. 34, 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 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 Oklahoma, 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,contBactors, and employes to go upon, construct, build and at all times maintain a public road throughg 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.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand and seal this the 6th day of May, 1932.

Mary Etta Boulware

Charley H. Boulware

STATE OF OKLAHOMA

COUNTY OF CUSTER SS:

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 6th day of May, 1932, personally appeared Mary Etta Boulware and Charley H. Boulware, husband and wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged tome 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.

A.J. Turner Notary Public

My commission expires 21st day of October, 1933

(N.P. Seal)

RECEIVED May 10, 1932, State Highway Engineer

STATE OF OKLAHOMA

CUSTER COUNTY SS:

This instrument was filed for record on the 13 day of May 1932, at 9.5 o'clock A.M., and duly recorded in Book 18 page 627-8.

Jesse Hatchett County Clerk

By Ruth Flint Deputy

(Clerks Seal)

#13

975

D.H. Form 91-Regular

DEDICATION DEED
For
RIGHT-OF-WAY
From

Robert W. & Bessie L. Lee

To

The State of Oklahoma

Custer County, State of Oklahoma, ss.
This instrument was filed for record on the 20 day of April 19 51, at 9:48 o'clock A.M., and recorded in Book 30 of Misc'l. on Page 627

M. S. (DICK) ESLICK, County Clerk

By Floy Duncum Deputy.
(Seal)

DEDICATION DEED
Public Highway

KNOW ALL MEN BY THESE PRESENTS:

That Robert W. Lee and Bessie L. Lee, his wife

of Custer County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One Hundred Ninety and No/100 - - - dollars ($ 190.00) and other good, valuable and sufficient considerations, do hereby grant, baragain, sell, convey and dedicate unto the State of Oklahoma 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 SW¼ and the NW¼ SE¼ of Section 18, T 14N, R 20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:
Beginning at point on the South line of said SW¼, 542.8 feet East of the SW corner of said SW¼, thence East along said South line a distance of 407.4 feet, thence N 46° 38'W a distance of 177.1 feet, thence N. 43° 22' E a distance of 3477.2 feet to a point on the North line of said NW¼ SE¼, 550.5 feet East of the NW corner of said NW¼ SE¼, thence West along said North line a distance of 165 feet, thence S 43° 22'W a distance of 3596.1 feet, thence Southwesterly on a curve to the left having a radius of 2351.8 feet a distance of 55.9 feet to point of beginning.

Containing 1.86 acres, more or less, of new right-of-way, the remaining area included in the above description being the right-of-way occupied by the present highway and the 33 foot section line right-of-way.

(Land donated, moving fance $190.00)

For the same consideration hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface 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 excavations, 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 be in 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 delivery 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 .....

The undersigned Grantors hereby designate and appoint Robert W. Lee as agent to execute the claim and receive the compensation herein named.

In Witness whereof the Grantors herein named have hereunto set their hands and seals this the 17 day of March 19 51.

Robert W. Lee

Bessie L. Lee

State of Oklahoma, County of Custer ss.

Before me, a Notary Public in and for said county and state, on this 17 day of March 1951, personally appeared Robert W. Lee and Bessie L. Lee 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 January 23, 1954 (N. P. Seal)

T. G. Rawdon
Notary Public

Form PROD. —101 Producer's Gas Company, whose offices are located at 4925 Greenville Avenue, Dallas, TX 75206.

#116

File No. 84-6032-1586

RIGHT-OF-WAY AGREEMENT

Internorth-Lee # A-1-18
Tract # 2

STATE OF Oklahoma
COUNTY OF Custer

State of Oklahoma, Custer County, ss, Filed OCT 24 1984 at 9:12 a.m.
Recorded in Book 624, Page 250-51 Calvin Klein, County Clerk
Grantor Grantee Numerical By Connie Harris Deputy

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL AND CONVEY to PRODUCER'S GAS COMPANY, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to remove trees, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities which include above and below ground valves, meters, wireleads, cathodic protection equipment and markers across, under and upon the lands of GRANTOR in the County of Custer, State of Oklahoma

To wit: A strip of land 50' wide across the E/2 SW/4 Section 18, T14N-R20W, containing 10 lineal rods, more or less.

If Grantee fails to start construction within (6) six months, the right-of-way herein granted shall terminate and revert to surface owner of record.

All fences cut shall be braced with 8" H-Frames to prevent sagging and shall be restored to original condition after construction.

The GRANTOR represents the above described land (is ~~owned~~) rented to L.E. Hodge, Jr., Address Hammon, Okla. on a (Cash or Crop) 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 without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or part.

TO HAVE AND TO HOLD TO GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever 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 located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE. It is also understood and agreed, GRANTOR will not change the grade over said pipeline.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this Agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination by agreement or by litigation in court of competent jurisdiction that a breach, in fact, exists.

CUSTER COUNTY No. 12062

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 12th. day of APRIL 19 84.

LANDOWNER'S SIGNATURE

Robert E. Lee

Marion Stanley Lee

Betty Lee Upsher

TENANT'S CONSENT

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

EXECUTED this the 6th. day of April, 19 84.

L.E. Hodge, Jr.

L.E. Hodge, Jr.

STATE OF Oklahoma
COUNTY OF Oklahoma } SS. (Individual – Okla., Kan., Nebr.,)

On this 12th day of April, 19 84, before me, a Notary Public in and for said County and State, personally appeared Robert E. Lee and his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
11-1-84

Mary L. McKanaman
Notary Public

STATE OF Oklahoma
COUNTY OF Oklahoma } SS. (Individual – Okla., Kan., Nebr.,)

On this 12th day of April, 19 84, before me, a Notary Public in and for said County and State, personally appeared Marion Stanley Lee and Betty Lee Upsher to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
11-1-84

Mary L. McKanaman
Notary Public

CUSTER COUNTY No. 18062

STATE OF Oklahoma
COUNTY OF Oklahoma } SS. (Corporation–Okla., Kan., Nebr.,)

On this 12th day of April, 19 84, before me, a Notary Public in and for said County and State, personally appeared Betty Lee Upsher to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ President of _____ a corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

My commission expires:

Notary Public

#17

WARRANTY DEED

RECORD COPY

BOOK 0956 PAGE 768

13032(5)(4)
STP-020B(275)
Parcel No. 1

KNOW ALL MEN BY THESE PRESENTS:

THAT Four L Enterprises, LLC, a limited liability company, owner of an undivided interest

_____ part Y _____ of the first part, in consideration of the sum

of Two thousand eight hundred & no/100's DOLLARS ($ 2,800.00)
do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lot 4 (SW¼ SW¼) and the E½ SW¼ of Section 18, T14N, R20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the East line of said E½ SW¼ a distance of 396.90 feet South of the NE corner of said E½ SW¼, thence continuing South along said East line a distance of 234.18 feet, thence S43°57'13"W a distance of 612.35 feet, thence S55°15'49"W a distance of 101.98 feet to a point on the present South right-of-way line of State Highway No. 34, thence Southwesterly along said right-of-way line a distance of 1500.00 feet, thence S35°25'22"W a distance of 101.12 feet, thence S43°57'13"W a distance of 305.05 feet to a point on the Present South right-of-way line of State Highway No. 34, thence Southeasterly along said right-of-way line a distance of 159.98 feet to a point on the South line of said Lot 4, thence West along said South line a distance of 433.52 feet, thence N43°57'13"E a distance of 3086.28 feet to point of beginning.

Containing 1.82 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

SEP 18 1995 at 8:34 am
Recorded in Book 956, Page 768 Custer County, Oklahoma
Kathy Watson

CUSTER COUNTY

Return recorded to:
OKLAHOMA DEPARTMENT OF TRANSPORTATION
Office of Right-of-Way Acquisition
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests 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 by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint Betty Lee Upsher

_____ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 10th day of July, 19 95

Four L Enterprises, LLC

Laurie D. Fuller, Manager

Betty Lee Upsher, Manager

Lynn D. Rowsey, Manager

Lisa D. Pierce, Manager

CUSTER COUNTY

R/W Form 53
Revised 3-10-95

128

Individual Acknowledgement

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public in and for said county and state, on this 10th day of July, 19 95, personally appeared Betty Lee Upsher and Laurie D. Fuller, Lisa D. Pierce and Lton D. Rowsey

to me known to be the identical person s 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.

Notary Public

My Commission expires: 1-9-99

Individual Acknowledgement

State of Oklahoma)
) ss.
County of)

Before me, a Notary Public in and for said county and state, on this day of , 19, personally appeared and

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

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

Notary Public

My Commission expires:

Corporation Acknowledgement

State of Oklahoma)
) ss.
County of)

Before me, a Notary Public in and for said county and state, on this day of , 19, personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires:

County)) ss.
State of Oklahoma)
This instrument was filed for record on the day of , 19, at o'clock M., and recorded in Book on page Fees, $

County Clerk

By Deputy

Return to
Department of Transportation
Right-of-Way Division
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

CLEVELAND COUNTY
Rec. 4884

#18

WARRANTY DEED

RECORD COPY

13032(5)(4)
STP-020B(275)
Parcel No. 1

KNOW ALL MEN BY THESE PRESENTS: BOOK 0956 PAGE 770

THAT M. Standley Lee AKA Marion Stanley Lee and Geraldine C. Lee husband and wife, owners of an undivided interest

_____ part ies _____ of the first part, in consideration of the sum

of Two thousand eight hundred & no/100's DOLLARS ($ 2,800.00)
do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lot 4 (SW¼ SW¼) and the E½ SW¼ of Section 18, T14N, R20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the East line of said E½ SW¼ a distance of 396.90 feet South of the NE corner of said E½ SW¼, thence continuing South along said East line a distance of 234.18 feet, thence S43°57'13"W a distance of 612.35 feet, thence S55°15'49"W a distance of 101.98 feet to a point on the present South right-of-way line of State Highway No. 34, thence Southwesterly along said right-of-way line a distance of 1500.00 feet, thence S35°25'22"W a distance of 101.12 feet, thence S43°57'13"W a distance of 305.05 feet to a point on the Present South right-of-way line of State Highway No. 34, thence Southeasterly along said right-of-way line a distance of 159.98 feet to a point on the South line of said Lot 4, thence West along said South line a distance of 433.52 feet, thence N43°57'13"E a distance of 3086.28 feet to point of beginning.

Containing 1.82 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

Filed for Record in Custer County, Okla. on SEP 18 1995 at 8:35 AM
Recorded in Book 956 Page 770 Cathie Harris, County Clerk
By Kathy Dotson Deputy

DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances whatsoever nature, reserving and excepting the mineral interests 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 by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint themselves

_____ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 27 day of July, 19 95.

M. Stanley Lee
M. Stanley Lee

Geraldine C. Lee
Geraldine C. Lee

CUSTER COUNTY
No. 4885

RW Form 53
Revised 3-18-93

BOOK 0956 PAGE 771

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public in and for said county and state, on this 27th day of July, 1995, personally appeared M. Stanley Lee and Geraldine O. Lee

to me known to be the identical person s 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.

Notary Public

My Commission expires: 1-9-99

Individual Acknowledgement

State of Oklahoma)
) ss.
County of)

Before me, a Notary Public in and for said county and state, on this day of , 19, personally appeared and

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

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

Notary Public

My Commission expires:

Individual Acknowledgement

State of Oklahoma)
) ss.
County of)

Before me, a Notary Public in and for said county and state, on this day of , 19, personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires:

Corporation Acknowledgement

State of Oklahoma)
County)) ss.
This instrument was filed for record on the day of , 19 at o'clock M., and recorded in Book on page Fees, $

County Clerk

By Deputy

Return to
Department of Transportation
Right-of-Way Division
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

REGISTER COUNTY

WARRANTY DEED

RECORD COPY

13032(5)(4)
STP-020B(275)
Parcel No. 1

#19

KNOW ALL MEN BY THESE PRESENTS:

BOOK 0956 PAGE 772

THAT Lee O C Limited Partnership owner of an undivided interest

_____ part y _____ of the first part, in consideration of the sum

of Two thousand eight hundred & no/100's DOLLARS ($2,800.00)
do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lot 4 (SW¼ SW¼) and the E½ SW¼ of Section 18, T14N, R20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the East line of said E½ SW¼ a distance of 396.90 feet South of the NE corner of said E½ SW¼, thence continuing South along said East line a distance of 234.18 feet, thence S43°57'13"W a distance of 612.35 feet, thence S55°15'49"W a distance of 101.98 feet to a point on the present South right-of-way line of State Highway No. 34, thence Southwesterly along said right-of-way line a distance of 1500.00 feet, thence S35°25'22"W a distance of 101.12 feet, thence S43°57'13"W a distance of 305.05 feet to a point on the Present South right-of-way line of State Highway No. 34, thence Southeasterly along said right-of-way line a distance of 159.98 feet to a point on the South line of said Lot 4, thence West along said South line a distance of 433.52 feet, thence N43°57'13"E a distance of 3086.28 feet to point of beginning.

Containing 1.82 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

SEP 1 8 1995 8:36 am
Recorded in Book 956, Page 772-774 Custer County, Okla.
Kathy Cotton

DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests 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 by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint XXXXXX Robert E. Lee, Jr. AKA R.E. Lee, Jr. _____ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 17 day of July, 19 95.

Lee O C Limited Partnership

Robert E. Lee, Jr. General Partner
AKA R.E. Lee, Jr.

Terry L. Bradley, General Partner

Linda L. Carpenter, General Partner

Notary Public
No. 48861

R/W Form 53
Revised 3-18-93

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BOOK 0956 PAGE 773

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public in and for said county and state, on this 17th day of July, 19 95, personally appeared Robert E. Lee, Jr. and Linda L. Carpenter and Terry L. Bradley AKA R.E. Lee, Jr.

to me known to be the identical person s 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.

Notary Public

My Commission expires: 1-9-99

Individual Acknowledgement

State of Oklahoma)
) ss.
County of)

Before me, a Notary Public in and for said county and state, on this day of , 19, personally appeared and

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

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

Notary Public

My Commission expires:

Individual Acknowledgement

State of Oklahoma)
) ss.
County of)

Before me, a Notary Public in and for said county and state, on this day of , 19, personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires:

Corporation Acknowledgement

State of Oklahoma)
County) ss.
This instrument was filed for record on the day of , 19 at o'clock M., and recorded in Book on page Fees, $

County Clerk

By Deputy

Return to
Department of Transportation
Right-of-Way Division
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

GUSTER COUNTY
Ret 4876

#20

RECORD COPY

WARRANTY DEED

13032(5)(4)
STP-020B(275)
Parcel No. 2

KNOW ALL MEN BY THESE PRESENTS: BOOK 0956 PAGE 774

THAT Lee O C Terminals, Inc., a corporation

part y of the first part, in consideration of the sum

of Two thousand seven hundred & no/100's********** DOLLARS ($ 2,700.00) do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in the SE¼ of Section 18, T 14 N, R 20 W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the West line of said SE¼ a distance of 396.90 feet South of the NW corner of said SE¼, thence continuing South along said West line a distance of 234.18 feet, thence N43°57'13"E a distance of 869.17 feet to a point on the North line of said SE¼, thence West along said North line a distance of 200.37 feet, thence S43°57'13"W a distance of 546.64 feet to point of beginning.

Containing 0.65 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

State of Oklahoma, County of Custer, ss. Filed for record the 8 day of Sept 1995 at 8:37 o'clock am
Recorded in Book 956, Page 774-75 Custer County, Oklahoma
Witness my hand and seal the day and year last above written
By Kathy Moore

Please return to
DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests 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 by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 27 day of July, 1995

Lee O C Terminals, Inc.

ATTEST: [illegible] Secretary

BY M. S. Lee, President

CORPORATE SEAL No. 4887

R/W Form 58
Revised 2-16-93

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BOOK 0956 PAGE 775

Individual Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

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

_____
Notary Public

My Commission expires: _____

Individual Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

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

_____
Notary Public

My Commission expires: _____

Corporation Acknowledgement

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public in and for said county and state, on this 23rd day of July, 19 95, personally appeared M. S. Lee to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: 1-9-99

State of Oklahoma)
_____ County)) ss.
This instrument was filed for record on the _____ day of _____, 19 _____ at _____ o'clock _____ M., and recorded in Book _____ on page _____ Fees, $ _____

County Clerk

By _____ Deputy

Return to
Department of Transportation
Right-of-Way Division
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

REGISTER COUNTY
4887

Rerecorded 1137 PAGE 730 1111 502

#88

RIGHT OF WAY GRANT

EXECUTED IN 8 COUNTERPARTS

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

ENOGEX INC. Land Dept. Post Office Box 24300 Oklahoma City, OK 73124-0300

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, ~~M. Stanley Lee~~ Robert L. Lee and Charles D. Phillips, Trustees of the Carolyn S. Lee-1974 Trust UTA Dated January 1, 1974, all of 6406-C North Santa Fe, Oklahoma City, Ok., 73116, and Lee-OC, L.L.C, of 600 Northwest 60th, Oklahoma City, Ok., 73118

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as, Filed SEP 08 2000 at 8:39am
Recorded in Book 1111 Page 502-509 Connie Harris, County Clerk
Grantor Grantee Numerical By Verne Markum Deputy

State of Oklahoma, Custer County, as, Filed 1 3 2001 at 8:47am
Rerecorded Recorded in Book 1137 Page 730-39 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Coleman Deputy
M R B

"B", "C", "D" AND "E" And "F" AND "G" RB

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

This document re-recorded to correct description to include NW/4 18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY No. 4082 Recorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

RIW#101848 5379

AFE/EC # _____ TRACT # _____ DRAFT # _____

272

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

EXECUTED this the 31 day of January, 2000

Robert E. Lee, Jr.

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by Robert E. Lee, Jr.

Notary Public

My Commission Expires
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
SEAL
10-15-01

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 2000 by

as

of

Notary Public

My commission expires:

P/W#1018 48

Rerecorded

BK 1137 PAGE 732 BK 1111 PAGE 504

SW/4 SECTION 18, T 14 N–R 20 W
CUSTER COUNTY, OKLAHOMA

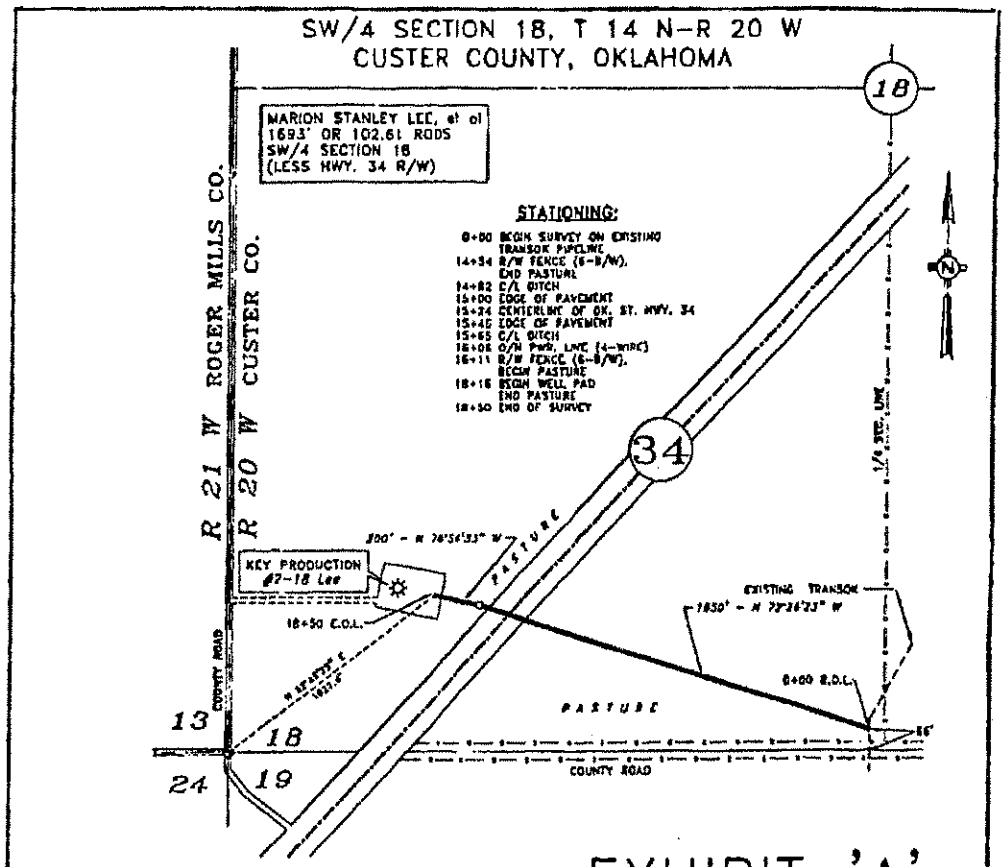


EXHIBIT 'A'

R/W 101848 00753A01

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JINDY F. GLENN
OKLAHOMA R.P.L.S. NO.: 1424

REV.	DESCRIPTION	DWN.	ENGR.	DATE	APP'D.

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

FILE NAME: TRANSOK\Y2K026\LEE2 MW #: Y2K026

TRANSOK PLANT, LLC.

ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
KEY PRODUCTION – #2-18 LEE
SW/4 SEC. 18, T 14 N – R 20 W
CUSTER COUNTY, OKLAHOMA

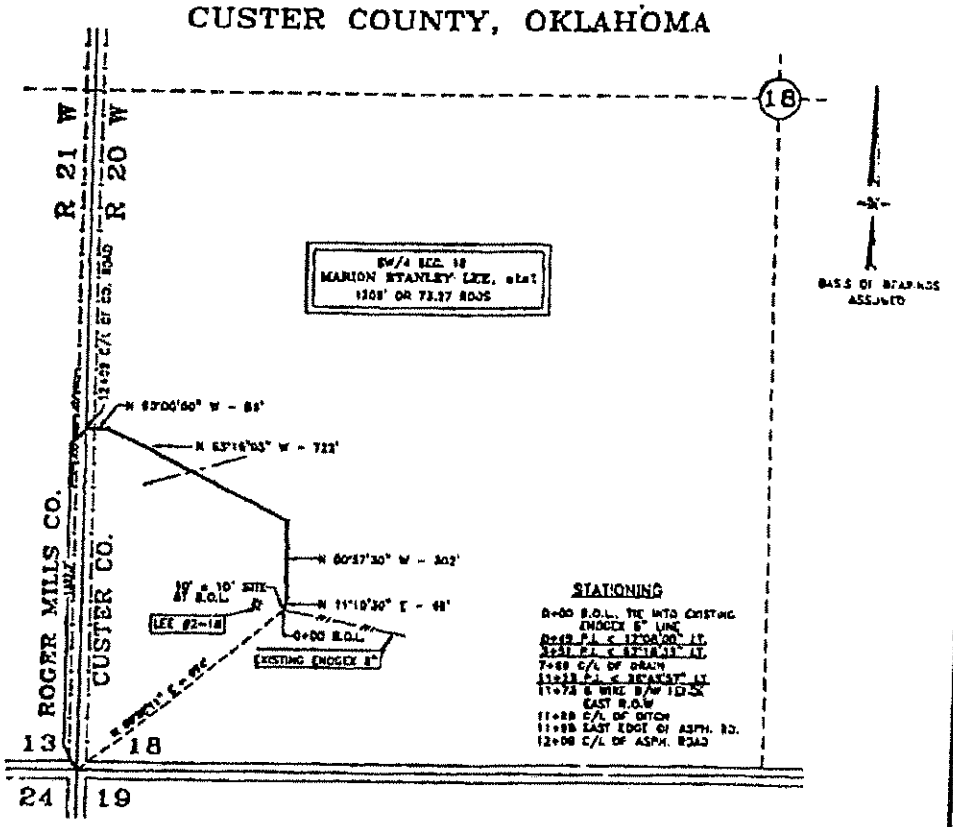
LAND OWNER: MARION STANLEY LEE, et al (LESS HIGHWAY)

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. H.E.B.	ENGR.		
CH.	CH.		
DATE 1-18-00	APP'D.		

Rerecorded

EXHIBIT "B"

SW/4 SECTION 18, T 14 N–R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

Johnny W. Lau 06/01/00

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO. 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE #00793A01
ID #9326450 R/w # 1018248

TRANSOK

ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
CRESCENDO RESOURCES - GERTRUDE BOULWARE C.D.P.
SW/4 SEC. 18, T 14 N - R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA
8" LINE

REV.	DESCRIPTION	DATE	APP'D

LAND OWNER: MARION STANLEY LEE, et al

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. V.R.	ENGR.		
CH.	CK.		
DATE 5-31-00	APP'D.		

FKT NAME: ENOGEX\V2K143\GERTRUDE_B-4 MW #: V2K143

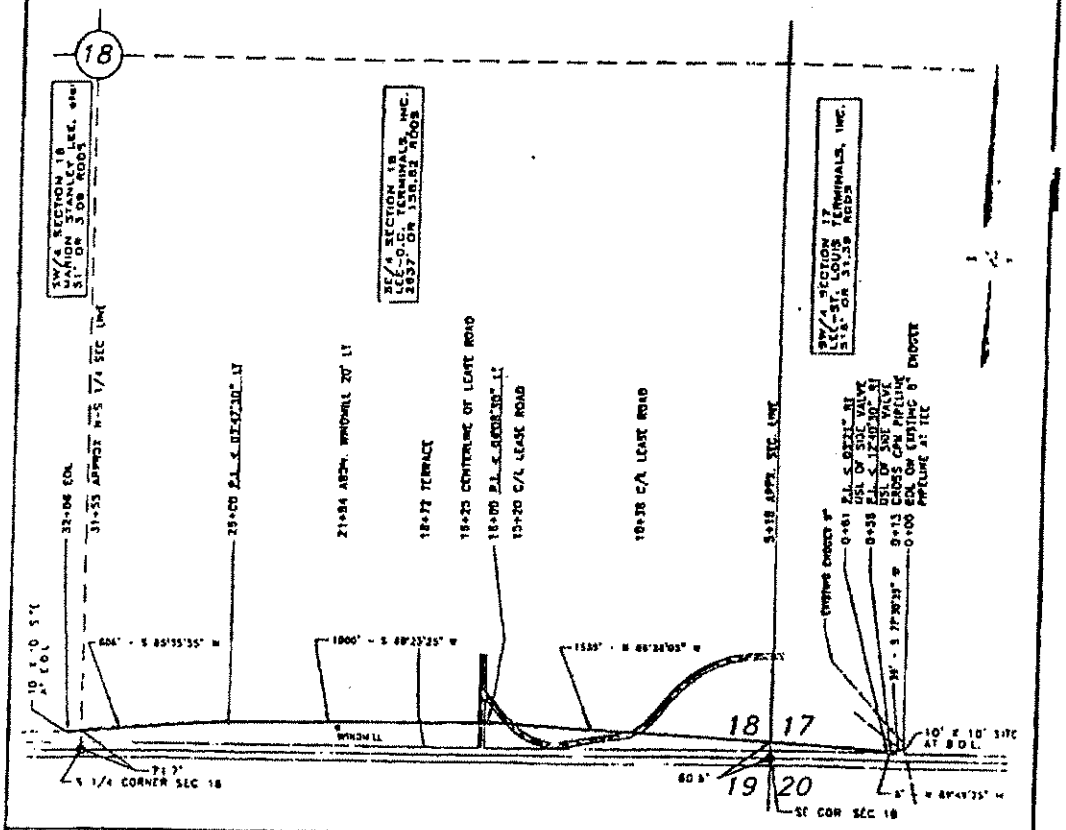
Rerecorded

BOOK 1137 PAGE 734

BOOK 1111 PAGE 506

EXHIBIT "C"

SECTION 17 & 18, T 14 N-R 20 W
CUSTER COUNTY, OKLAHOMA



I, JOHNNY W. LAU, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THE ABOVE PLAT TO BE A TRUE AND ACCURATE REPRESENTATION OF AN ACTUAL ON THE GROUND SURVEY

J. W. Lau 05/18/00

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE 00 900A01 RIW# 101848

TRANSOK

ENOGEX
An OGE Energy Corp Company

PRELIMINARY

8" LINE FROM LEE 10 RED MOON 8" LATERAL
SEC'S. 17 & 18, T 14 N - R 20 W
CUSTER COUNTY, OKLAHOMA

REV	DESCRIPTION	DWN.	CK.

MIDWEST INSPECTION SERVICES
P.O. BOX 748 , ELK CITY, OK . 73648
(580) 225-2108 / (800) 242-2108
C.A. NO · 2329 (OK) EXP. DATE: JUNE 30, 2001

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. K.E.B.	ENGR.		
CK.	CH		
DATE 5-18-00	APP'D.		

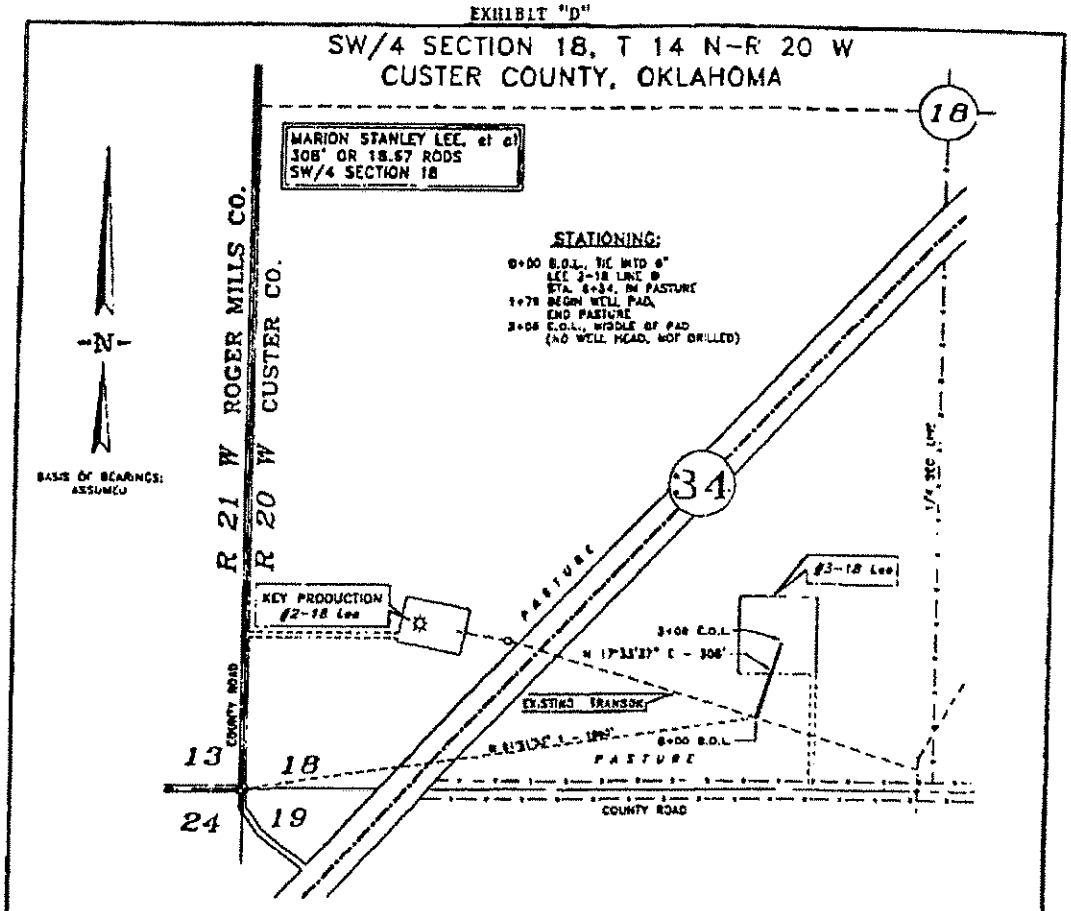
FILE NAME TRANSOK\Y2K143\LEE_RED_BNCH | WW #: Y2K143

Rerecorded

BOOK 1137 PAGE 735 BOOK 1111 PAGE 507

EXHIBIT "D"

SW/4 SECTION 18, T 14 N-R 20 W
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

05/23/00

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE APPROVAL 00924 A01 RIW #10894

TRANSOK

ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
LEE #3-18
SW/4 SEC. 18, T 14 N, R 20 W, IM
CUSTER COUNTY, OKLAHOMA
6" LINE

REV	DESCRIPTION

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK. 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2529 (OK) EXP. DATE: JUNE 30, 2001

FILE NAME TRANSOK\Y2K1533\LEE3-18 | JW #: Y2K1533

LAND OWNER: MARION STANLEY LEE, et al

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. V.B.	ENGR.		
CK.	CK.		
DATE 5-22-00	APP'D		

EXHIBIT "E"

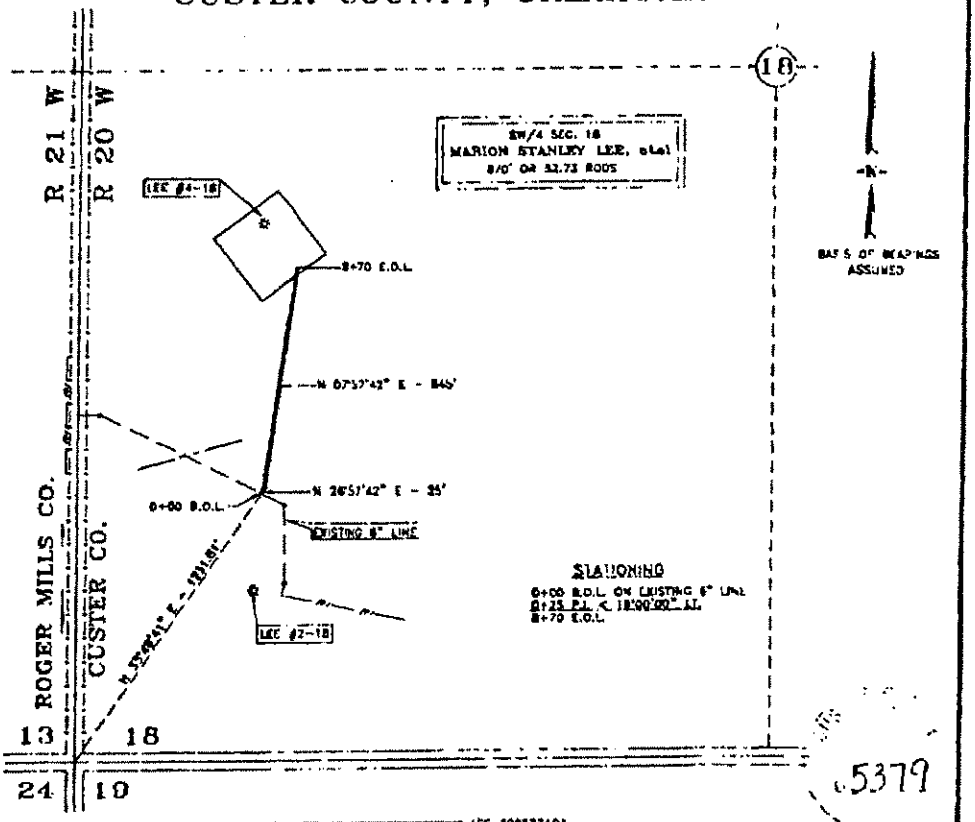
This Exhibit pertains solely to Exhibit "D" of the attached Easement. It is agreed and understood, that if no pipeline is laid, according to the survey attached hereto, as Exhibit "D", and further referred to as the Lee #3-18, within 12 months from the date of this Easement, the Pipeline Easement will terminate, and be null and void, as to Exhibit "D" only.

R/W #701848

Rerecorded
20 1137 PAGE 737

EXHIBIT "F" 1111 PAGE 509

SW/4 SECTION 18, T 14 N–R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



5379

THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

08/15/00
JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE #00637A01
ID #0026951
R/W #10818

TRANSOK, LLC
ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
KEY - LEE 4-18
SW/4 SEC. 18, T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA
8" LINE

LAND OWNER: MARION STANLEY LEE, etal

REV.	DESCRIPTION	DWN.

MIDWEST INSPECTION SERVICES
P.O. BOX 743, ELK CITY, OK. 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. Y.B.	ENGR.		
CH.	CH.		
DATE 8-14-00	APP'D.		

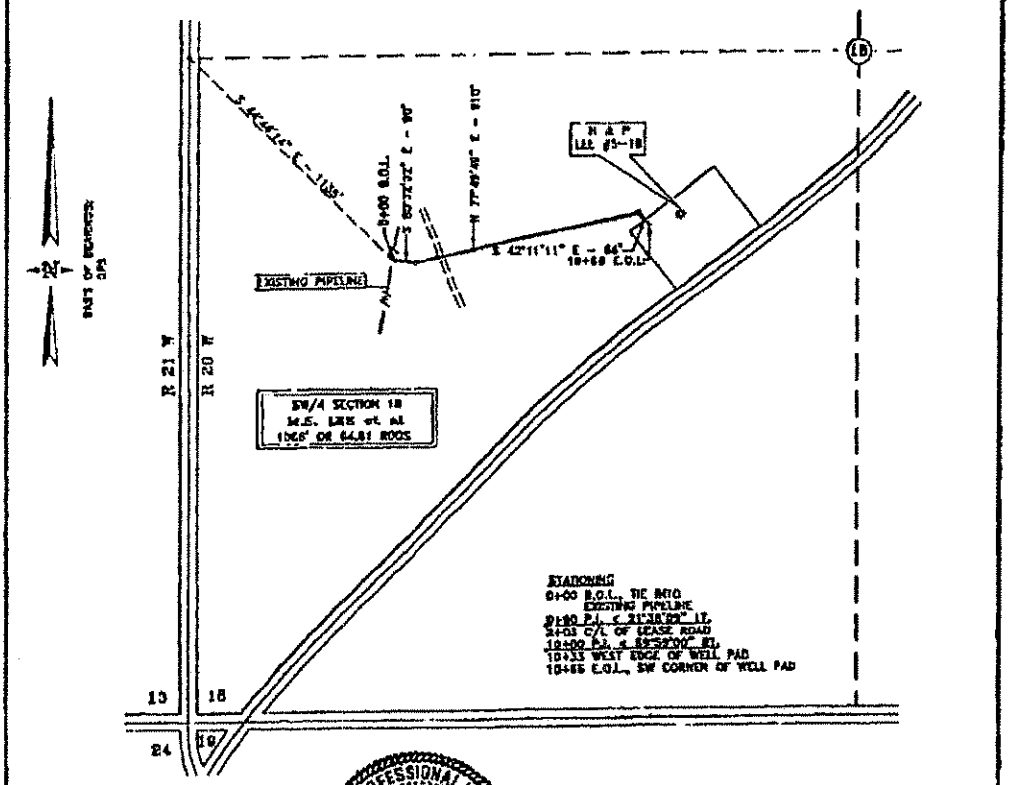
FILE NAME: ENOGEX\Y2K225\LEE_4-18 | MW #: Y2K225

Rerec ed

BOOK 1137 PAGE 738

Exhibit "G"

SW/4 SECTION 18
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

Johnny W. Lau 05/14/01
JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

TRANSOK

ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
N & P – LEE #5-18
SW/4 SECTION 18
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2106 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

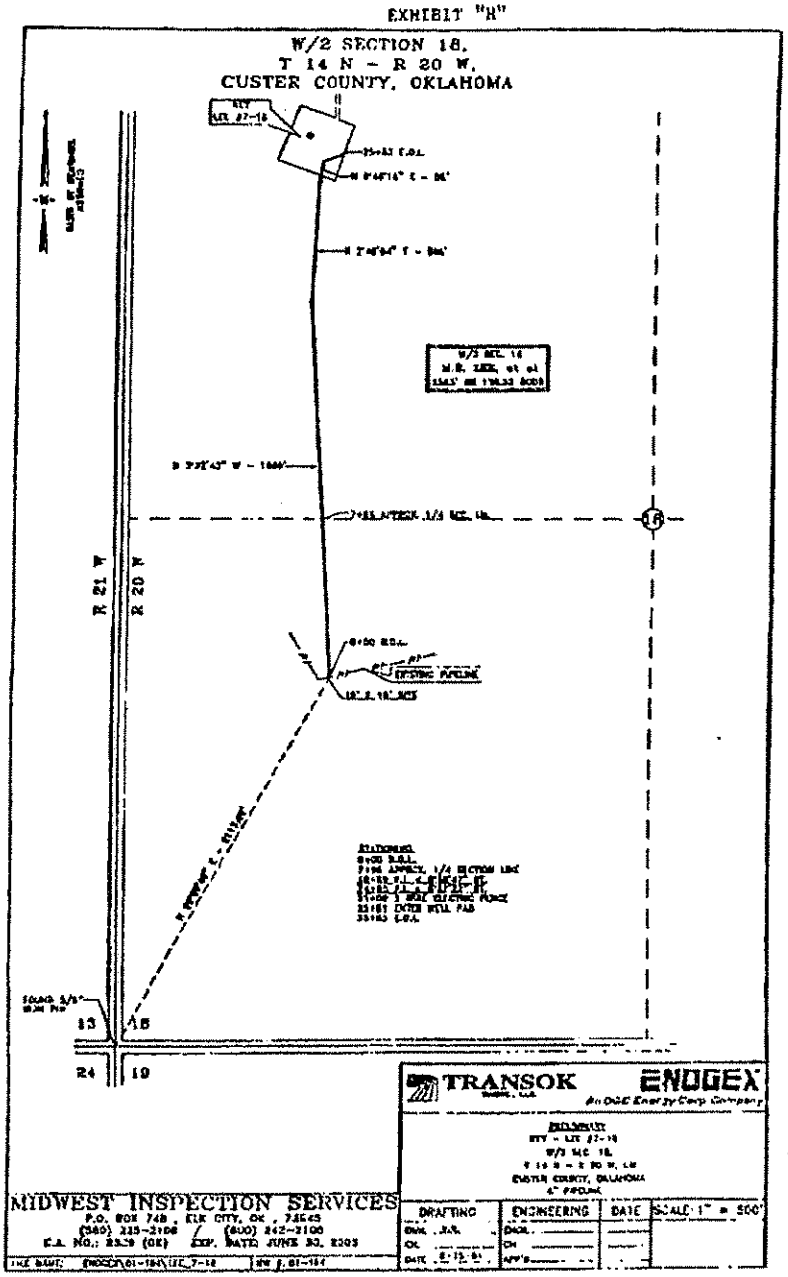
DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. Y.P.	DWN.		
CHK.	CHK.		
DATE 5-08-01	APP'D.		

FILE NAME: ENOGEX\01-144\LEE_5-18 JW #: 01-144

Re indexed

EXHIBIT "B"

W/2 SECTION 18,
T 14 N - R 20 W,
CUSTER COUNTY, OKLAHOMA



CUSTER COUNTY
Nº 4082
Recorded

Rec dep

1137 PAGE 770 1111 PAGE 510

#83

RIGHT OF WAY GRANT

EXECUTED IN 8 COUNTERPARTS

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

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, ~~M. Stanley Lee~~ Robert E. Lee and Charles D. Phillips, Trustees of the Carolyn S. Lee-1974 Trust UTA Dated January 1, 1974, all of 6406-C North Santa Fe, Oklahoma City, Ok., 73116, and Lee-OC, L.L.C, of 900 Northwest 60th, Oklahoma City, Ok., 73118

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as. Filed SEP 08 2000 at 8:40am
Recorded in Book 1111 Page 510-517 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

State of Oklahoma, Custer County, as. Filed JUL 13 2001 at 8:46am
Rerecorded
Recorded in Book 1137 Page 770-79 Connie Harris, County Clerk
Grantor Grantee Numerical By Karen Lindsey Deputy

"B", "C", "D" AND "E" AND "F" AND "G" RTB

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

This document re-recorded to correct description to include NW/4 18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY
NO 4086
Rerecorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

5380
R/W 101840

AFE/EC # _____ TRACT # _____ DRAFT # _____

Rerecorded

BOOK 1137 PAGE 771 BOOK 1111 PAGE 511

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

EXECUTED this the 31 day of January, 2000.

Anne R. Lee

Anne R. Lee

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by Anne R. Lee.

Donna Long

Notary Public

NOTARY SEAL DONNA LONG Oklahoma County Notary Public in and for State of Oklahoma My Commission expires 10-15-01

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 2000 by

as

of

Notary Public

My commission expires:

RW#10184P

#21

Rerecorded
BOOK 1137 PAGE 680A BOOK 1111 PAGE 518

RIGHT OF WAY GRANT

EXECUTED IN 8 COUNTERPARTS

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

Post Office Box 24300
Oklahoma City, OK 73124-0300

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, ~~M. Stanley Lee~~ Robert L. Hughes and Charles D. Phillips, Trustees of the Carolyn S. Lee-1974 Trust UTA Dated January 1, 1974, all of 6406-C North Santa Fe, Oklahoma City, Ok., 73116, and Lee-OC, L.L.C, of 900 Northwest 60th, Oklahoma City, Ok., 73118

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as, Filed SEP 08 2000 at 8:41am
Recorded in Book 1111 Page 518-525 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

"B", "C", "D" AND "E" And "F" AND "G" And "H"

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

Rerecorded
State of Oklahoma, Custer County, as, Filed JUL 13 2001 at 8:27am
Recorded in Book 1137 Page 680A-89 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Colson Deputy

This document re-recorded to correct description to include NW/4 18-14N-20W, And Exhibits "G" & "H"

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

CUSTER COUNTY NO 4027 Rerecorded

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

NO 5381

R/W # 701848 321

AFE/EC # _____ TRACT # _____ DRAFT # _____

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

EXECUTED this the 31 day of January, 2000.

David Womack, Trustee of The Robert E. Lee II Trust C UTA, Dated October 29, 1979

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by David Womack, Trustee

Donna Long
Notary Public

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10-15-01

My commission expires:

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 2000 by

as

of

My commission expires:

Notary Public

R/W 101848

Rerecon
BOOK 1137 PAGE 760 BOOK 1111 PAGE 526

#25

RIGHT OF WAY GRANT

EXECUTED IN 8 COUNTERPARTS

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

500
760

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, ~~M. Stanley Lee~~ Michael A. Anderson and Charles D. Phillips, Trustees of the Carolyn S. Lee-1974 Trust UTA Dated January 1, 1974, all of 6406-C North Santa Fe, Oklahoma City, Ok., 73116, and Lee-OC, L.L.C, of 800 Northwest 60th, Oklahoma City, Ok., 73118

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as. Filed SEP 08 2000 at 8:42 am
Recorded in Book 1111 Page 526-533 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie M Larkin Deputy

State of Oklahoma, Custer County, as. Filed JUL 13 2001 at 8:45 am
Rerecorded
Recorded in Book 1137 Page 760-67 Connie Harris, County Clerk
Grantor Grantee Numerical By Pamela Dolan Deputy
"B", "C", "D" AND "E" And "F" AND "G" And "H" RTB

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

RTB

This document re-recorded to correct description to include NW/4 18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY
NO 4085
Recorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

5382
RW #101848

AFE/EC # _____ TRACT # _____ DRAFT # _____

Rerecorded

Book 1137 Page 761 Book 1111 Page 527

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

EXECUTED this the 31st day of January, 2000

Robert E. Lee III

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by Robert E. Lee III

Notary Public

My commission expires:
April 23, 2003

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January, 2000 by

as

of

Notary Public

My commission expires:

R/W 101 S4P

Rec'd

BOOK 1137 PAGE 690 1111 PAGE 534

#24

RIGHT OF WAY GRANT

EXECUTED IN 6 COUNTERPARTS

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

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, ~~Mr. Stanley Lee~~ Robert E. Lee III and Charles D. Phillips, Trustees of the Carolyn S. Lee-1974 Trust UTA Dated January 1, 1974, all of 6405-C North Santa Fe, Oklahoma City, Ok., 73116, and Lee-OC, L.L.C, of 900 Northwest 60th, Oklahoma City, Ok., 73118

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as. Filed ~~SEP 1 3 2001~~ at 8:38am
Recorded in Book 1157 Page 69099 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Watson Deputy

State of Oklahoma Custer County, as. Filed SEP 0 8 2000 at 8:43am
Recorded in Book 1111 Page 534-541 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markham Deputy

"B", "C", "D" AND "E" And "F" AND G "And "H"

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

This document re-recorded to correct description to include NW/4 18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY NO 4078 recorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

5383

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

R/W #10878

AFE/EC # _____ TRACT # _____ DRAFT # _____

Rerecorded
BOOK 1137 PAGE 691

1111 PAGE 535

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

EXECUTED this the 31 day of January, 2000

Carolyn Hughes
Carolyn A. Hughes

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by Carolyn A. Hughes

Donna Long
Notary Public

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10-15-01

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 2000 by

as

of

Notary Public

My commission expires:

R/W.01.P4P

recorded

BOOK 1137 PAGE 750 1111 PAGE 542

RIGHT OF WAY GRANT

EXECUTED IN 8 COUNTERPARTS

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

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, ~~M. Stanley Lee~~ and Charles D. Phillips, Trustees of the Carolyn S. Leo-1974 Trust UTA Dated January 1, 1974, all of 8405-C North Santa Fe, Oklahoma City, Ok., 73116, and Leo-OC, L.L.C, of 800 Northwest 50th, Oklahoma City, Ok., 73118

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

State of Oklahoma, Custer County, as, Filed SEP 08 2000 at 8:44am
Recorded in Book 1111 Page 542-549 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

State of Oklahoma, Custer County, as, Filed JUL 13 2001 at 10:44 am
Recorded
Recorded in Book 1137 Page 750-59 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Robison Deputy

"B", "C", "D" AND "E" And "F" AND "G" And "H" RB

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

This document re-recorded to correct description to include NW/4
18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY
NO 4084
Recorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

5384

R/W #101848

AFE/EC # _____ TRACT # _____ DRAFT # _____

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

EXECUTED this the 31st day of January, 2000

Michael A. Anderson, Trustee of The Robert E. Lee III-1974 Trust, UTA Dated January 1, 1974

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by Michael A Anderson, Trustee of The Robert E. Lee III-1974 Trust, UTA Dated January 1, 1974

Kelli D. Cunningham
Notary Public

My commission expires:
April 23, 2003

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 2000 by

as

of

Notary Public

My commission expires:

R/W 101843

Rerecorded
Book 1137 PAGE 740

1111 PAGE 550

#28

RIGHT OF WAY GRANT

EXECUTED IN 8 COUNTERPARTS

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

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, ~~M. Stanley Lee~~ Robert L. Logan and Charles D. Phillips, Trustees of the Carolyn S. Lee-1974 Trust UTA Dated January 1, 1974, all of 6406-C North Santa Fe, Oklahoma City, Ok., 73116, and Lee-OC, L.L.C, of 900 Northwest 60th, Oklahoma City, Ok., 73118

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as. Filed SEP 13 2001 at 8:45 a.m.
Rerecorded Recorded in Book 1137 Page 740-49 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Deegan Deputy

State of Oklahoma, Custer County, as. Filed SEP 08 2001 at 8:45am
Recorded in Book 1111 Page 550-557 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

"B", "C", "D" AND "E" And "F" AND "G"

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

This document re-recorded to correct description to include NW/4
18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY, OK
No. 4085
rerecorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

5385

R/W #101848

AFE/EC # _____ TRACT # _____ DRAFT # _____

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

Robert L. Hughes EXECUTED this the 30 day of January, 2000.

~~M. Glenley Lee~~, Trustee of the Carolyn S. Lee 1974 Trust UTA Dated January 1, 1974

Charles D. Phillips, Trustee of the Carolyn S. Lee 1974 Trust, UTA Dated January 1, 1974

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 30, 2000, by ~~M. Glenley Lee~~, Trustee Robert L Hughes

Donna Long
Notary Public

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10-15-01

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 30 2000 by Charles D. Phillips, Trustee

as

of

Notary Public
Donna Long

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10-15-01

RILW 101 P48

#29

Rescorded

BOOK 1137 PAGE 700 BOOK 1111 PAGE 558

RIGHT OF WAY GRANT

EXECUTED IN 8 COUNTERPARTS

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

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Robert E. Lee, Jr., Anne R. Lee, David Womack, Trustee of the Robert E. Lee II Trust C UTA, dated October 29, 1979, Robert E. Lee III, Carolyn A. Hughes, Michael A. Anderson, Trustee of The Robert E. Lee III, 1974 Trust, UTA Dated January 1, 1974, Michael A. Anderson and Charles D. Phillips, Trustees of the Carolyn S. Lee-1974 Trust UTA Dated January 1, 1974, all of 6406-C North Santa Fe, Oklahoma City, Ok., 73116, and Lee-OC, L.L.C, of 900 Northwest 60th, Oklahoma City, Ok., 73116

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as. Filed SEP 13 2001 at 8:39 am
Recorded in Book 1137, Page 700-709 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Nelson, Deputy

State of Oklahoma, Custer County, as. Filed SEP 05 2000 at 8:46am
Recorded in Book 1111 Page 558-565 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

"B", "C", "D" AND "E" And "F" AND "G" R.E.

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

This document re-recorded to correct description to include NW/4 18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY NO 4079 recorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

5386

R/W#101848

AFE/EC # _____ TRACT # _____ DRAFT # _____

Rerecorded
Book 1137 Page 701

Book 1111 Page 559

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

EXECUTED this the 31 day of January, 2000.

LEE-OC, L.L.C.

By: William M Hedrick

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by LEE-OC, L.L.C. BY:

William M Hedrick

Donna Long
Notary Public

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My Commission Expires 2-15-01
SEAL

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 2000 by Charles D. Phillips, Trustee

as

of

My commission expires:

Notary Public

RLW01PYP

Recorded
BOOK 1137 PAGE 720 BOOK 1111 PAGE 566

#30

RIGHT OF WAY GRANT

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

2600

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Marion Stanley Lee, ~~6406 G North Santa Fe~~ 1024 NW 71st Street, Oklahoma City, Okla., 73116, owner of an undivided 1/3rd interest

Recorded
State of Oklahoma, Custer County as, Filed JUL 13 2000 at 8:41 am
Recorded in Book 1137 Page 720-29 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Coleman Deputy

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as, Filed SEP 08 2000 at 8:47 am
Recorded in Book 1111 Page 566-573 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

"B", "C", "D" AND "E" AND "F" AND "G" AND "H"

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

RB

This document re-recorded to correct description to include NW/4 18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY
4081
Recorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use

R/W #101848

AFE/EC # _____ TRACT # _____ DRAFT # _____

5387

262

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee

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

EXECUTED this the 31 day of January, 2000.

Marion Stanley Lee

Marion Stanley Lee

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by Marion Stanley Lee

Donna Long
Notary Public

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 11-15-01

My commission expires:

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF)

This instrument was acknowledged before me on
by
as
of

Notary Public

My commission expires:

RWFF101848

Rerecorded

BK. 1137 PAGE 722 BK. 1111 PAGE 500

SW/4 SECTION 18, T 14 N–R 20 W
CUSTER COUNTY, OKLAHOMA

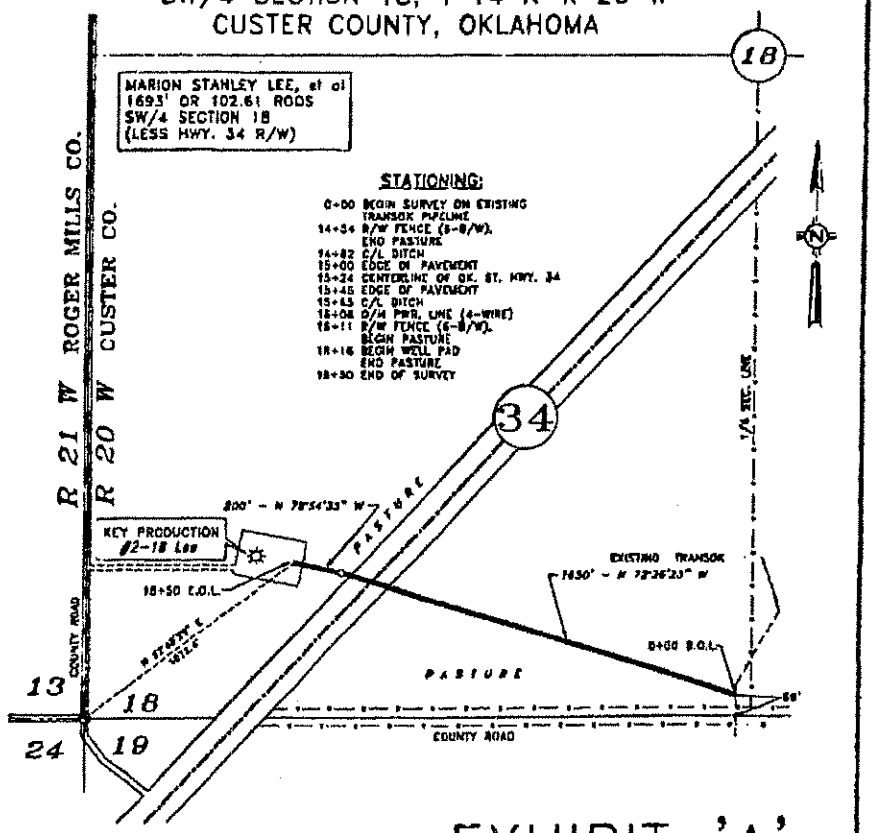


EXHIBIT 'A'

AFE 00753A01 RIW #101848

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LINDY F. GLENN DATE
OKLAHOMA R.P.L.S. NO.: 1424

REV.	DESCRIPTION	DWN.	ENGR.	DATE	APP'D.

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2320 (OK) EXP. DATE: JUNE 30, 2001

FILE NAME: TRANSOK\Y3K026\LEE2 JOB #: Y3K026

TRANSOK Texas, LLC — ENOGEX An OGE Energy Corp. Company

PRELIMINARY
KEY PRODUCTION – #2-18 LEE
SW/4 SEC. 18, T 14 N – R 20 W
CUSTER COUNTY, OKLAHOMA

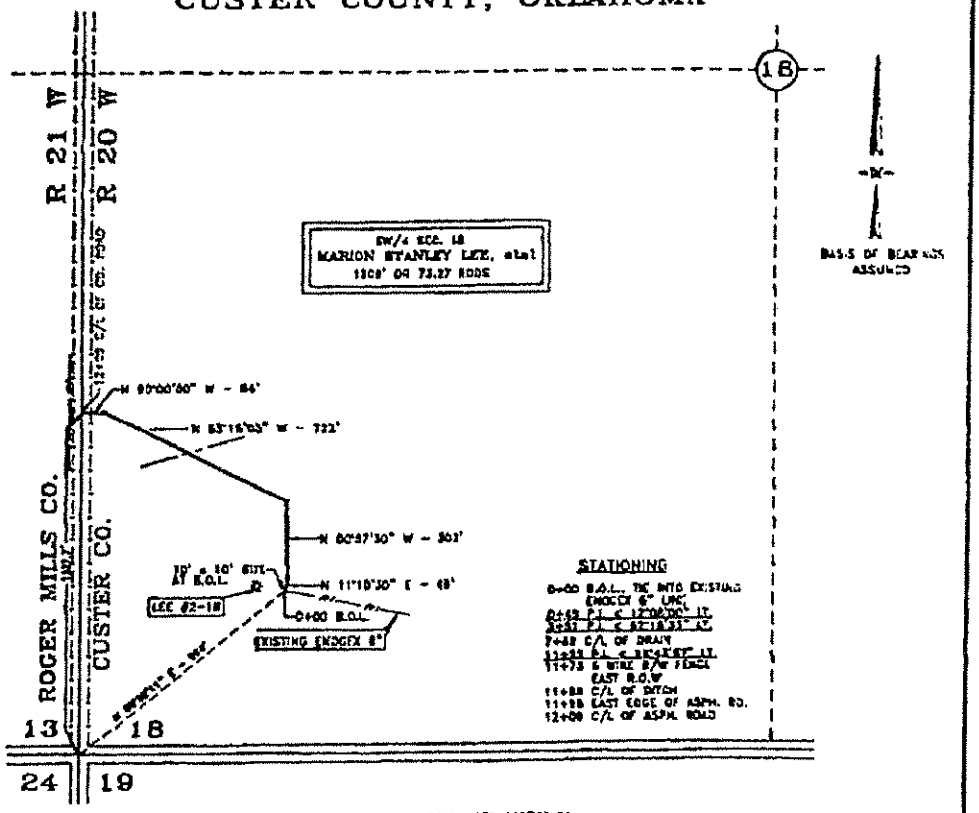
LAND OWNER: MARION STANLEY LEE, et al (LESS HIGHWAY)

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. H.E.B.	ENGR.		
CH.	CH.		
DATE 1-18-00	APP'D.		

Rerecorded

EXHIBIT "B"

SW/4 SECTION 18, T 14 N-R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

Johnny W. Lau 06/01/00
JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO. 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

APL #00793A01
JO #8026450 RIWF/01848

TRANSOK
ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
CRESCENDO RESOURCES - GERTRUDE BOHLWARE C D P
SW/4 SEC. 18, T 14 N - R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA
6" LINE

REV.	DESCRIPTION	DRAWN BY

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

LAND OWNER: MARION STANLEY LEE, et al

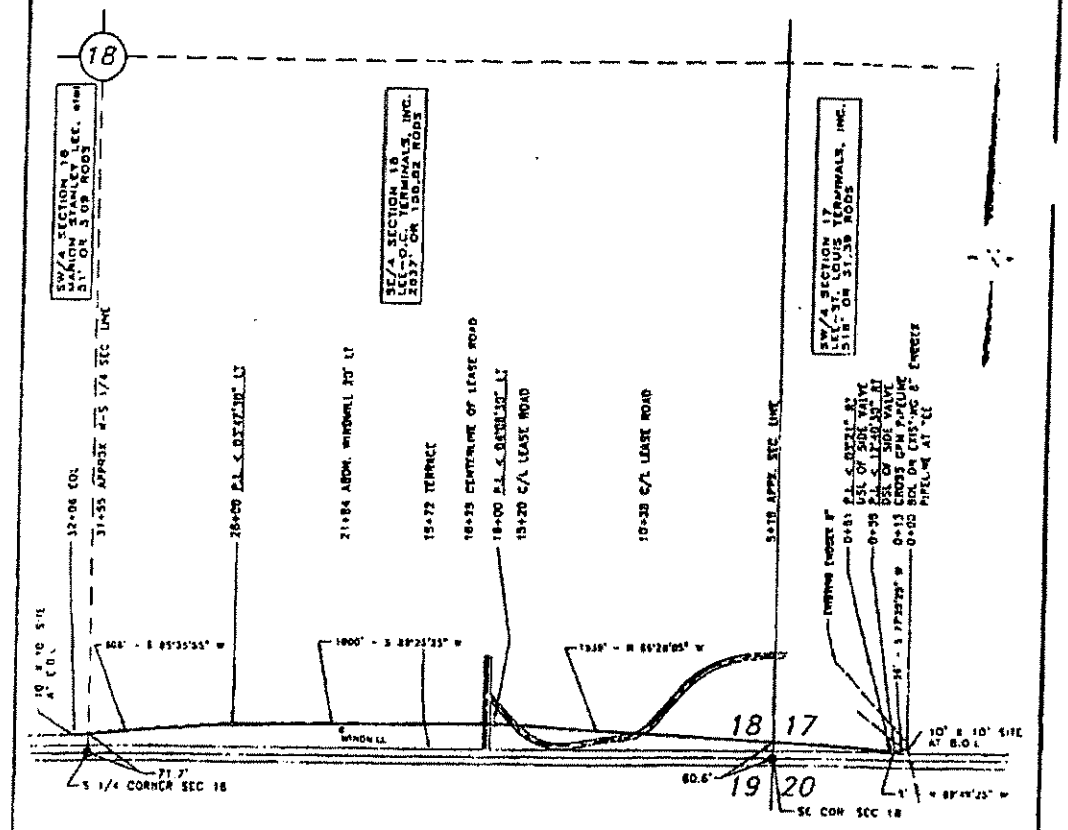
DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. Y.R.	ENGR.		
CK.	CK.		
DATE 5-31-00	APP'D.		

FILE NAME: ENOGEX\V2K147\GERTRUDE_B-A NW #: V2K147

Rerecorded
BK 1137 PAGE 724 BK 1111 PAGE 570

EXHIBIT "C"

SECTION 17 & 18, T 14 N-R 20 W
CUSTER COUNTY, OKLAHOMA



I, JOHNNY W. LAU, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THE ABOVE PLAT TO BE A TRUE AND ACCURATE REPRESENTATION OF AN ACTUAL ON THE GROUND SURVEY

J. Lau 05/18/00
JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509 DATE

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE 008000A01 RLW 101848

TRANSOK
ENOGEX
An OGE Energy Corp Company

PRELIMINARY
6" LINE FROM LEE TO RED MOON 8" LATERAL
SEC'S. 17 & 18, T 14 N - R 20 W
CUSTER COUNTY, OKLAHOMA

REV	DESCRIPTION	DWN.	APP'D.

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK. 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

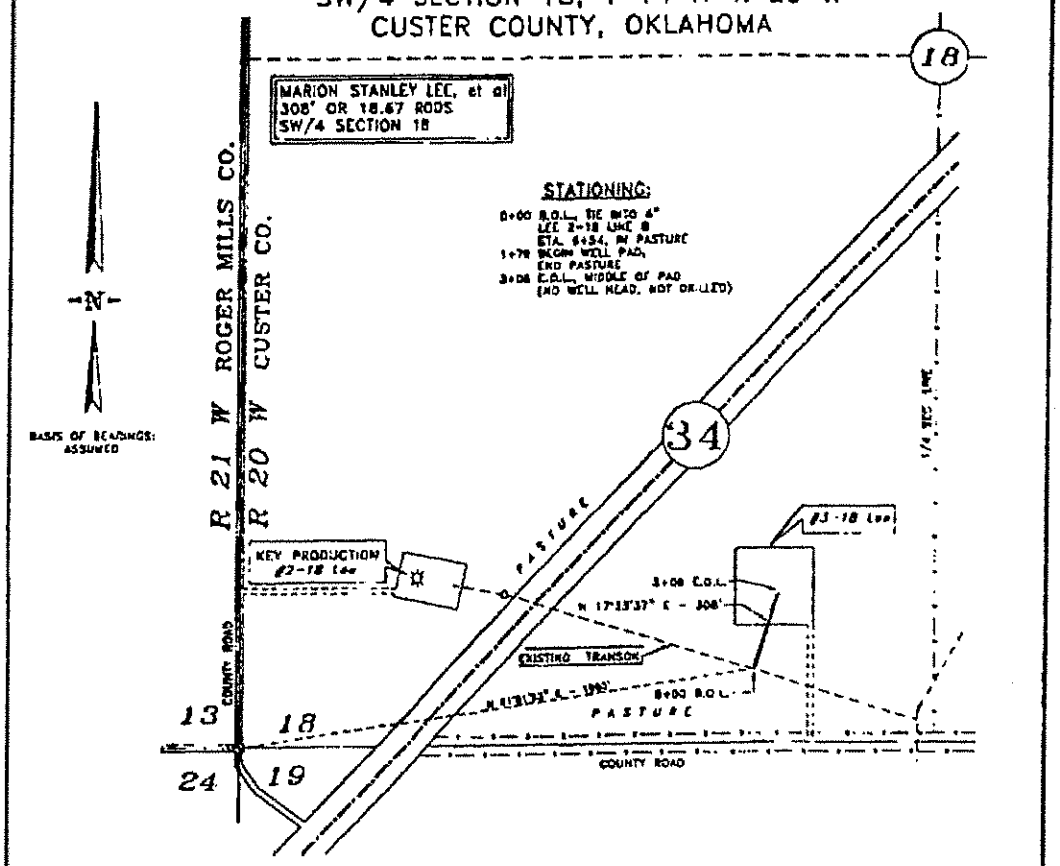
DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. HEB	ENGR.		
CH.	CK.		
DATE 5-18-00	APP'D.		

FILE NAME: TRANSOK\Y2K143\LEE_RED_BNCH MW #: Y2K143

BK 1137 PAGE 725 Rerecorded P 1111 PAGE 571

EXHIBIT "D"

SW/4 SECTION 18, T 14 N–R 20 W
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

05/23/00

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO. 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

SITE PROJECT 00P34A01 R/W #01848

TRANSOK LLC

ENOGEX
A OGE Energy Corp Company

PRELIMINARY
LEE #3-18
SW/4 SEC. 18 T 14 N - R 20 W
CUSTER COUNTY, OKLAHOMA
4" LPGL

REV | DESCRIPTION | OWNER APPROVAL

MIDWEST INSPECTION SERVICES
P.O. BOX 748 , ELK CITY, OK , 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

FILE NAME: TRANSOK\Y2K133\LEE3-18 | MW #: Y2K133

LAND OWNER: MARION STANLEY LEE, et al

DRAFTING	ENGINEERING	DATE	SCALE 1" = 500'
DWN. V.B.	ENGR		
CK.	CK.		
DATE 5-22-00	APP'D.		

EXHIBIT "E"

This Exhibit pertains solely to Exhibit "D" of the attached Easement. It is agreed and understood, that if no pipeline is laid, according to the survey attached hereto, as Exhibit "D", and further referred to as the Lee #3-18, within 12 months from the date of this Easement, the Pipeline Easement will terminate, and be null and void, as to Exhibit "D" only.

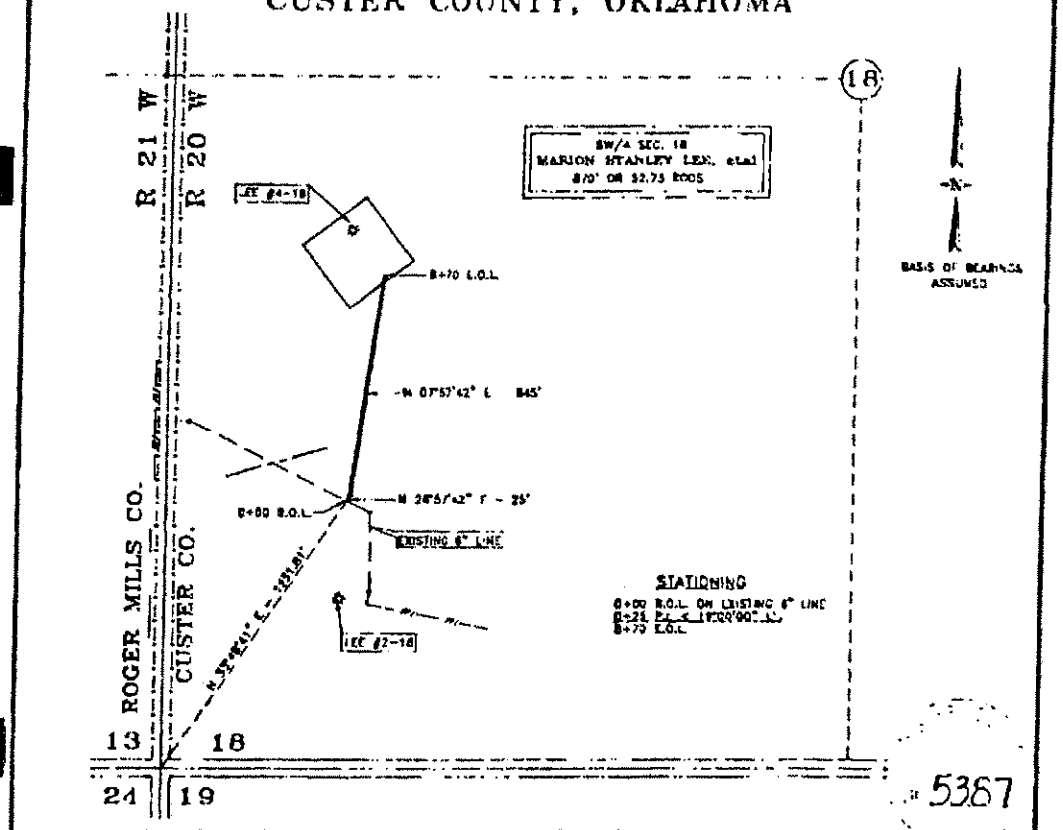
R/W #101848

Rerecorded
BOOK 1137 PAGE 727

BOOK 1111 PAGE 573

EXHIBIT "F"

SW/4 SECTION 18, T 14 N–R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



5387

THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

Johnny W. Lau 08/15/00

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE #00037401
IO #9026951

TRANSOK
ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
KLY – LEE 4-18
SW/4 SEC. 18, T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA
6" LINE

LAND OWNER: MARION STANLEY LEE, et al

REV.	DESCRIPTION

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

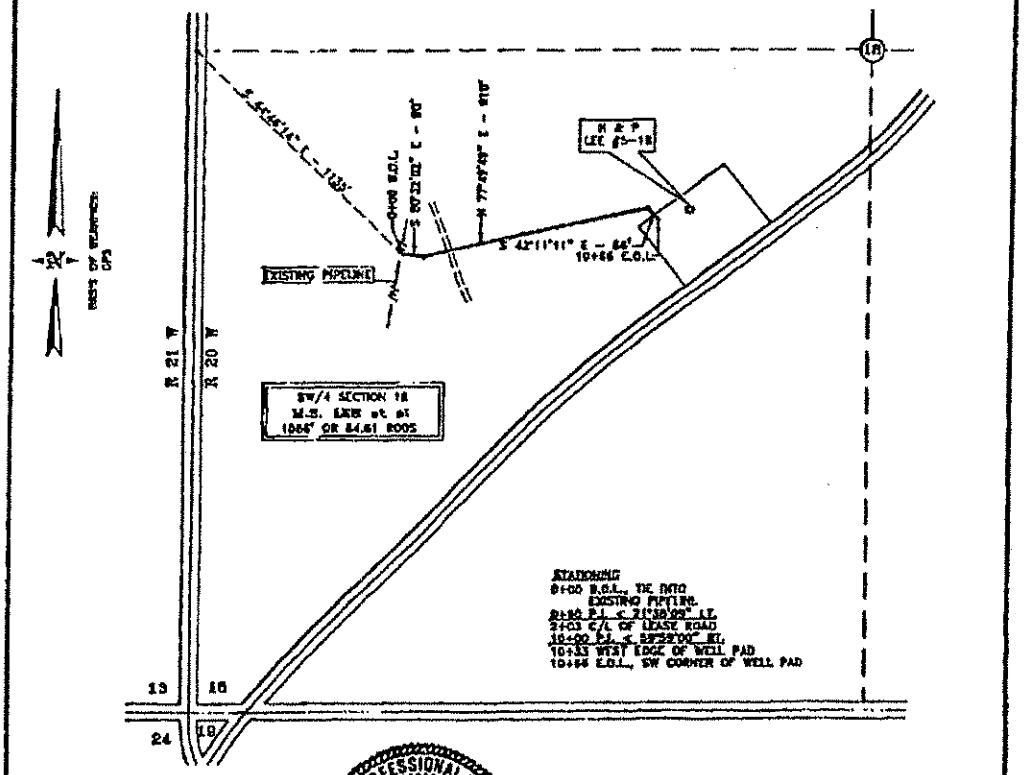
DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. Y.R.	ENGR.		
CH.	CH.		
DATE 8-14-00	APP'D.		

FILE NAME: ENOGEX\Y2K225\LE_4-18 MW #: Y2K225

Recorded
Book 1137 Page 728

Exhibit "G"

SW/4 SECTION 18
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

05/14/01
DATE

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

TRANSOK

ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
H & P – LEE #5–18
SW/4 SECTION 18
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK. 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

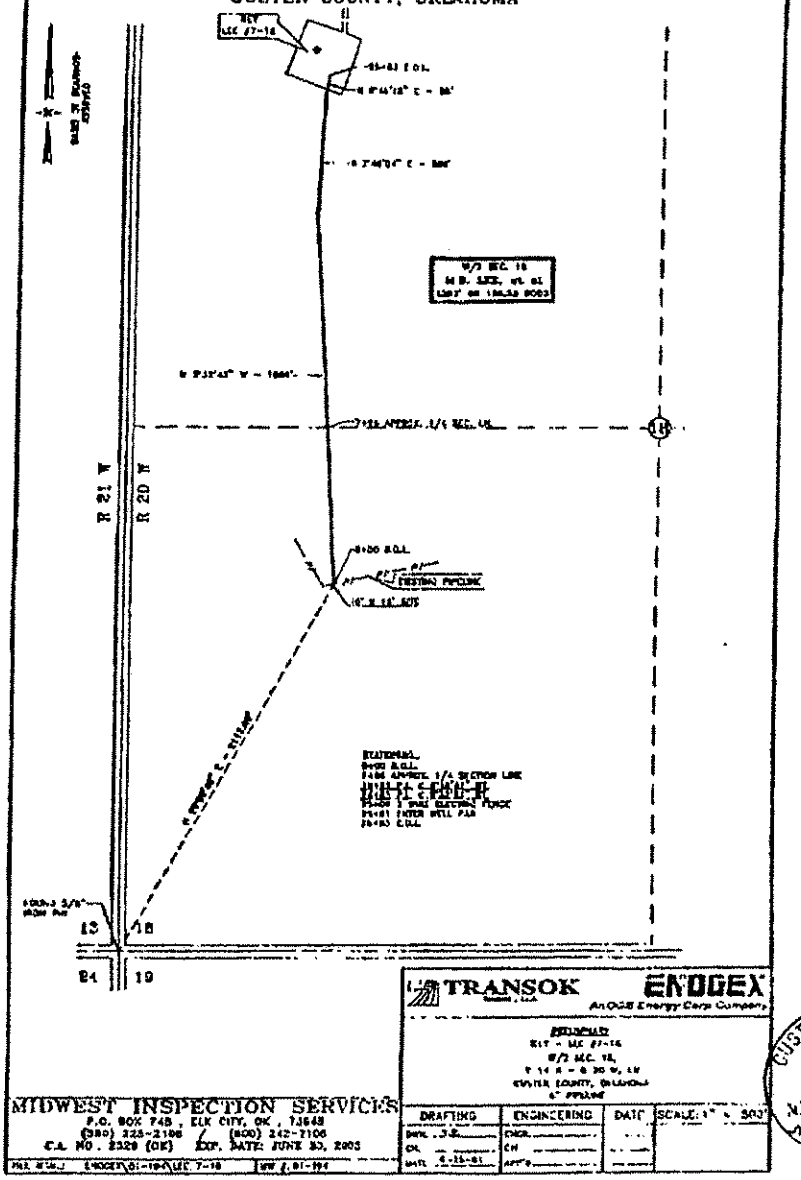
DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. Y.P.	ENGR.		
CK.	CK.		
DATE 5-08-01	APP'D.		

FILE NAME: ENOGEX\01-144\LEE 5-18 JOB #: 01-144

1137 29
Rerecorded

EXHIBIT "H"

W/2 SECTION 18,
T 14 N - R 20 W,
CUSTER COUNTY, OKLAHOMA



CUSTER COUNTY
No. 4081
recorded

Rerecorded
BOOK 1137 PAGE 710 BOOK 1111 PAGE 574

#31

RIGHT OF WAY GRANT

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

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, FOUR L ENTERPRISES, L.L.C., A Limited Liability Company, owner of an undivided 1/3rd interest

ENOGEX INC.
Post Office Box 24300
Oklahoma City, OK 73124-0300

hereinafter referred to as "Grantor", (whether one or more), does hereby grant, bargain, sell and convey unto Transok Gas Gathering LLC, an Delaware Limited Liability Company, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "Grantee", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline or pipelines together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications, equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit: The Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian. This easement is for one pipeline only.

State of Oklahoma, Custer County, as, Filed JUL 13 at 8:40am
Rerecorded
Recorded in Book 1137 Page 710-719 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Deputy

State of Oklahoma, Custer County, as, Filed SEP 08 2000 at 8:48am
Recorded in Book 1111 Page 574-581 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

"B", "C", "D" AND "E" And "F" AND "G"

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

This document re-recorded to correct description to include NW/4
18-14N-20W, And Exhibits "G" & "H"

CUSTER COUNTY
Nº 4080
Rerecorded

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the Rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages which may arise to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use.

5388
R/W#101848

AFE/EC # _____ TRACT # _____ DRAFT # _____

Rerecorded

BOOK 1137 PAGE 711 BOOK 1111 PAGE 570

additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee

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

EXECUTED this the 31 day of January, 2000

FOUR L. ENTERPRISES, L.L.C., A Limited Liability Company

x Betty Lee Upsher

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on January 31, 2000, by Betty Lee Upsher, Managing Member

Donna Long
Notary Public

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10-15-01

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____
by _____ as _____ of _____.

Notary Public

My commission expires.

R/W #16184.0

Rerecorded

BOOK 1137 PAGE 712 BOOK 1111 PAGE 576

SW/4 SECTION 18, T 14 N–R 20 W
CUSTER COUNTY, OKLAHOMA

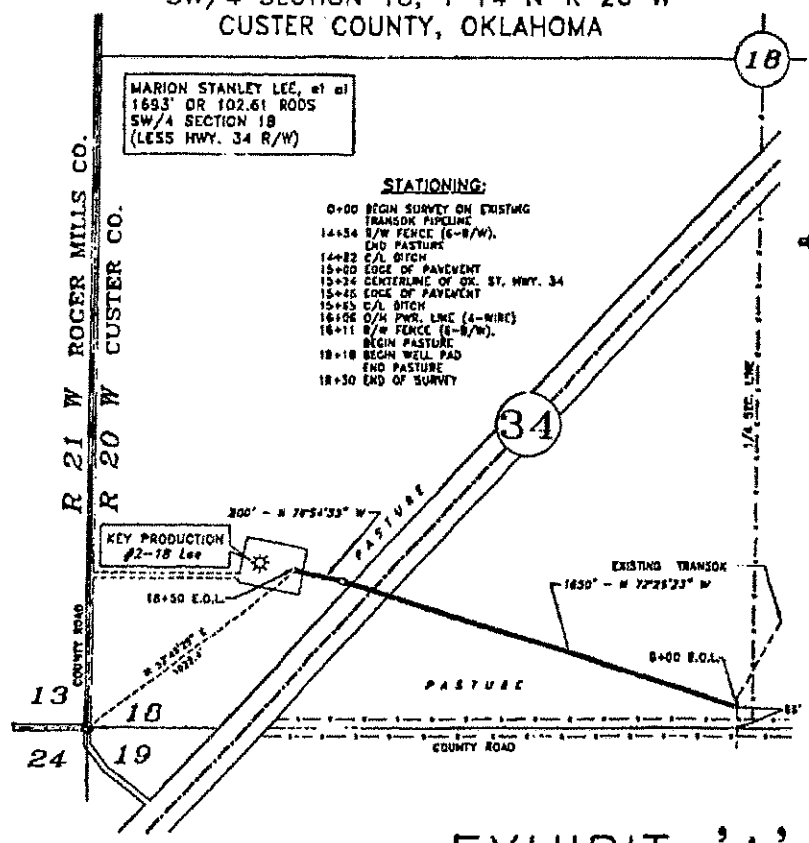


EXHIBIT 'A'

AFE 00053A01 R/W 101848

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LINDY F. GLENN DATE
OKLAHOMA R.P.L.S. NO.: 1424

REV.	DESCRIPTION	DWN.	ENGR.	DATE	APP'D.

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

FILE NAME: TRANSOK\Y2K026\LEE2 MW #: Y2K026

TRANSOK Holdings, L.L.C. ENOGEX An OGE Energy Corp. Company

PRELIMINARY
KEY PRODUCTION – #2-18 LEE
SW/4 SEC. 18, T 14 N – R 20 W
CUSTER COUNTY, OKLAHOMA

LAND OWNER: MARION STANLEY LEE, et al (LESS HIGHWAY)

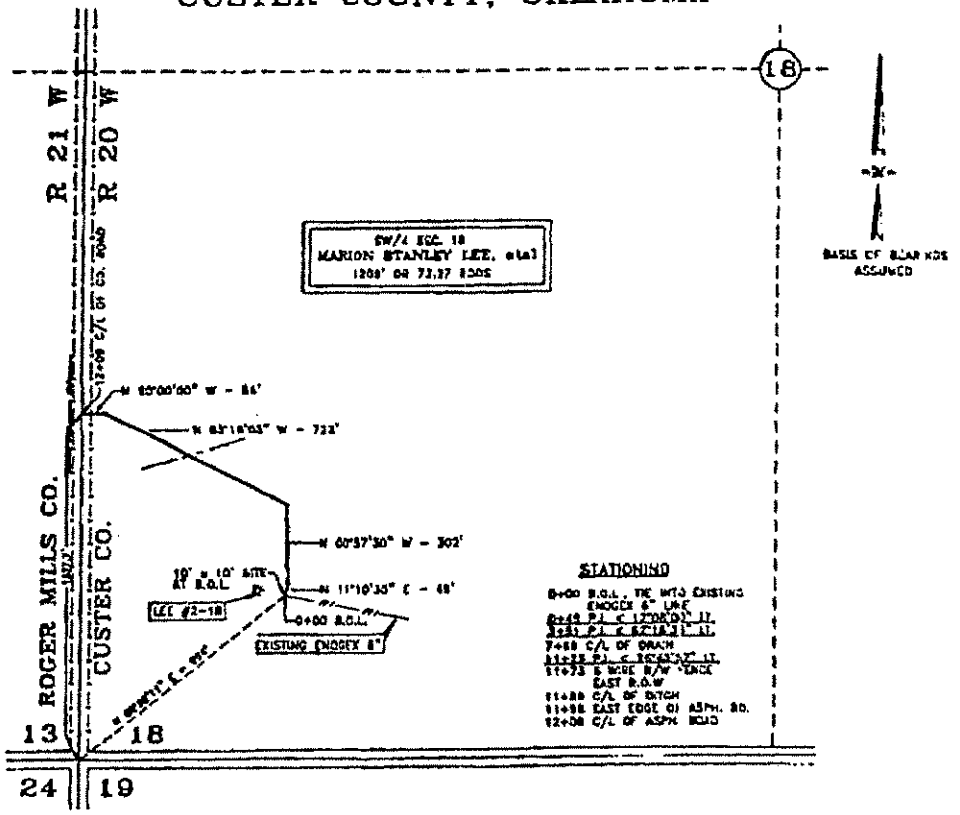
DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. H.L.B.	ENGR.		
CH.	CH.		
DATE 1-18-00	APP'D.		

BOOK 1137 PAGE 713
Rerecorded

BOOK 1111 PAGE 7

EXHIBIT "B"

SW/4 SECTION 18, T 14 N–R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

Johnny W. Lau
06/01/00
JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE #00783A01
ID #8026453
R/W #101842

TRANSOK
ENOGEX
A NGE Energy Corp. Company

PRELIMINARY
ENOGEX/GAS RESOURCES – GERTRUDE BOLLWARE C.D.P.
SW/4 SEC. 18, T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA
8" LINE

REV.	DESCRIPTION	DWN.	CHK.

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (CK) EXP. DATE: JUNE 30, 2001

LAND OWNER: MARION STANLEY LEE, et al

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. Y.B.	ENGR.		
CH.	CH.		
DATE 5-31-00	APP'D.		

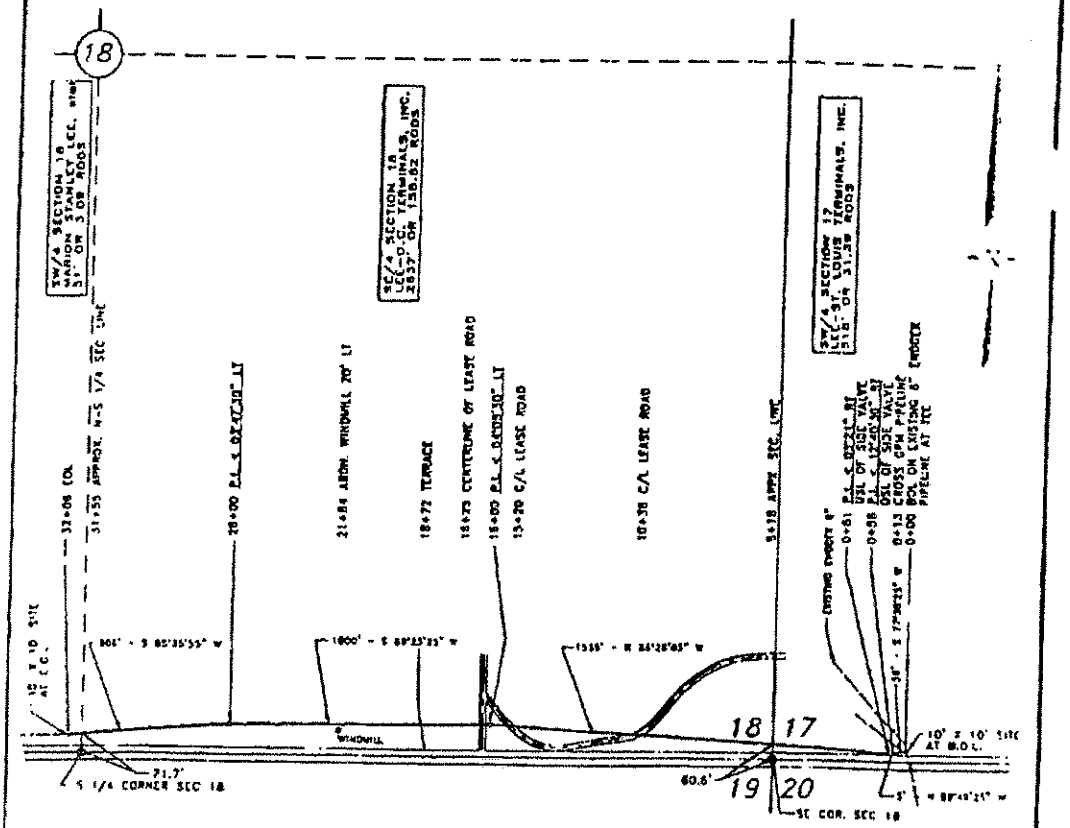
FILE NAME: ENOGEX\V2N143\GERTRUDE_R-A MW #: V2N143

Recorded
BK 1137 PAGE 714

BK 1111 PAGE 578

EXHIBIT "C"

SECTION 17 & 18, T 14 N-R 20 W
CUSTER COUNTY, OKLAHOMA



I, JOHNNY W. LAU, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THE ABOVE PLAT TO BE A TRUE AND ACCURATE REPRESENTATION OF AN ACTUAL ON THE GROUND SURVEY

J. W. Lau 05/18/00

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AF200800A01 R/W #101848

TRANSOK
TRANSOK, LLC

ENDGEX
An OGE Energy Corp Company

PRELIMINARY
6" LINE FROM LEE TO RED MOON 8" LATERAL
SEC'S. 17 & 18, T 14 N - R 20 W
CUSTER COUNTY, OKLAHOMA

REV	DESCRIPTION

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO. 2329 (OK) EXP. DATE: JUNE 30, 2001

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. K.E.B.	ENGR.		
CH.	CH.		
DATE 5-18-00	APP'D.		

FILE NAME: TRANSOK\Y2K143\LEE_RED_6NCH MW #: Y2K143

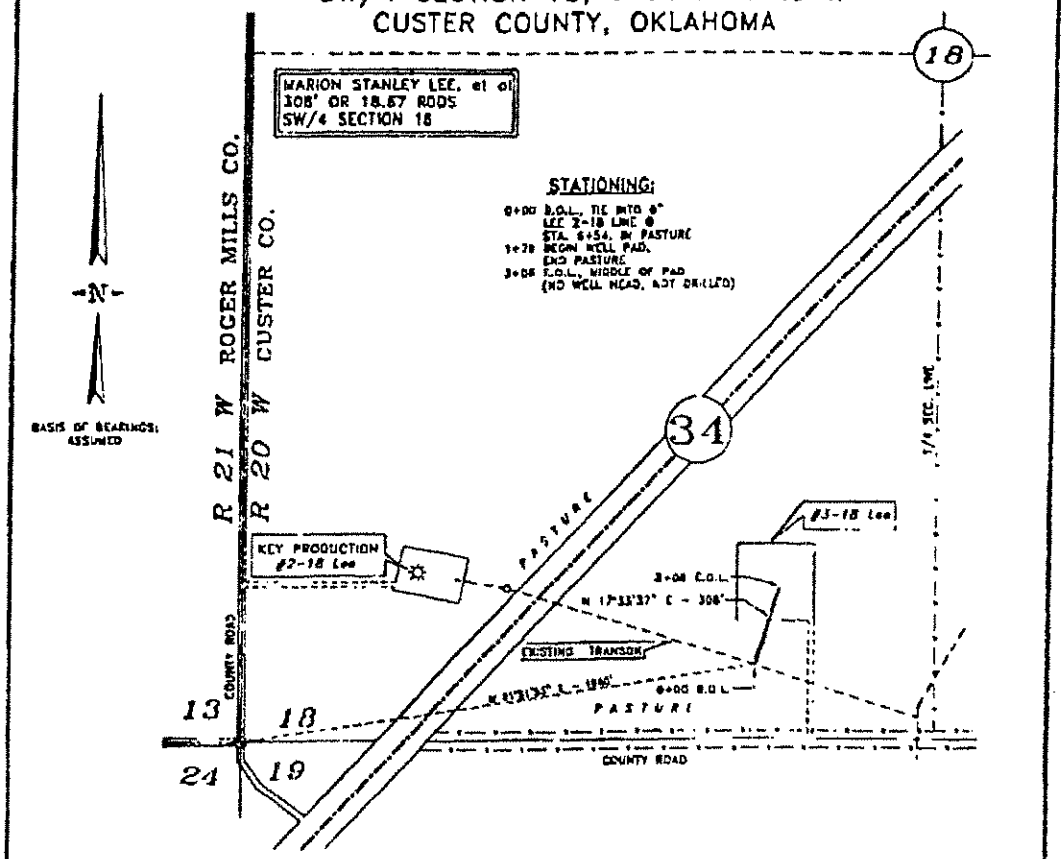
Rerecorded

BOOK 1137 PAGE 715

BOOK 1111 PAGE 5

EXHIBIT "D"

SW/4 SECTION 18, T 14 N–R 20 W
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

05/23/00
DATE

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO. 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

ACE project DOB24A01 RWI #10184P

TRANSOK
ENOGEX
an OGE Energy Corp Company

PIPELINE VARY
LEE #3-18
SW/4 SEC. 18, T 14 N - R 20 W
CUSTER COUNTY, OKLAHOMA
4" LINE

LAND OWNER: MARION STANLEY LEE, et al

REV	DESCRIPTION	OWNER APPROVAL

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK. 73645
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

FILE NAME: TRANSOK\Y2K153\LEE3-18 JOB #: Y2K153

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. V.R.	ENGR.		
CK.	CK		
DATE 5-22-00	APP'D		

EXHIBIT "E"

This Exhibit pertains solely to Exhibit "D" of the attached Easement.
It is agreed and understood, that if no pipeline is laid, according to the survey attached hereto, as Exhibit "D", and further referred to as the Lee #3-18, within 12 months from the date of this Easement, the Pipeline Easement will terminate, and be null and void, as to Exhibit "D" only.

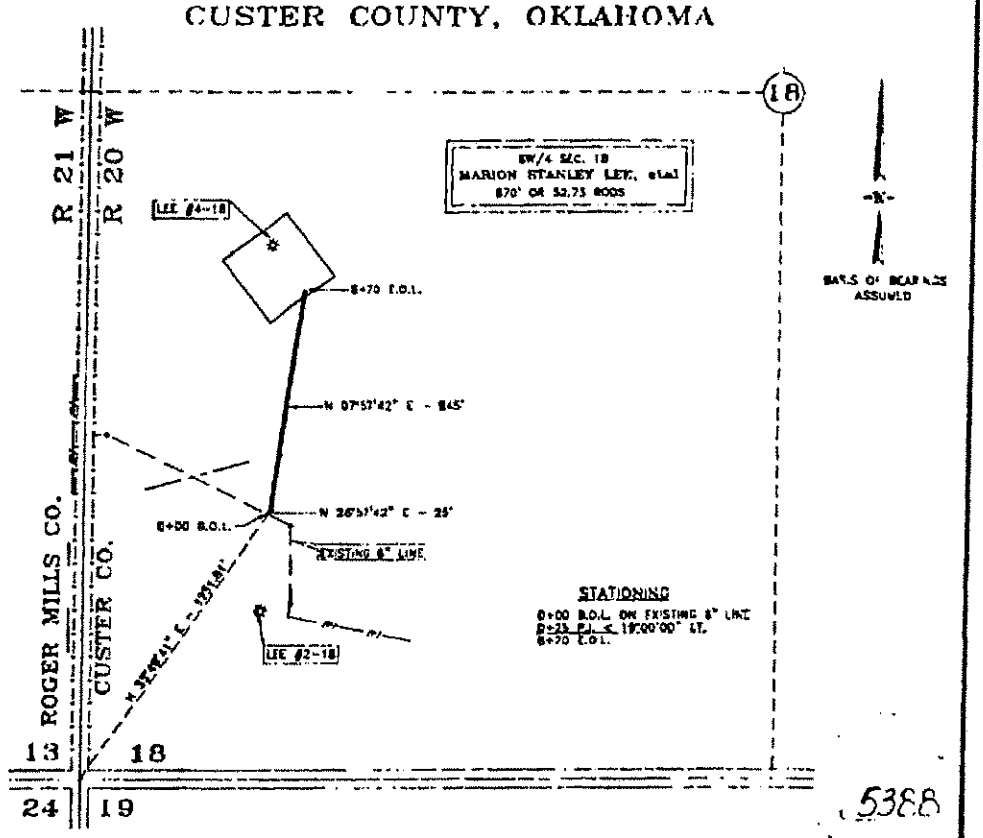
R/W #101848

Recorded
BOOK 1137 PAGE 717

J111 ... 81

EXHIBIT "F"

SW/4 SECTION 18, T 14 N–R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



5388

THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

Johnny W. Lau 08/15/00
JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

AFE #00637A01
JO #9028851
R/W # 101842

TRANSOK
ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
R.T. - LEE 6-18
SW/4 SEC. 18, T 14 N - R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA
8" LINE

LAND OWNER: MARION STANLEY LEE, et al

REV.	DESCRIPTION	DWN.	APPROVED

MIDWEST INSPECTION SERVICES
P.O. BOX 746 , ELK CITY, OK , 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2320 (OK) EXP. DATE: JUNE 30, 2001

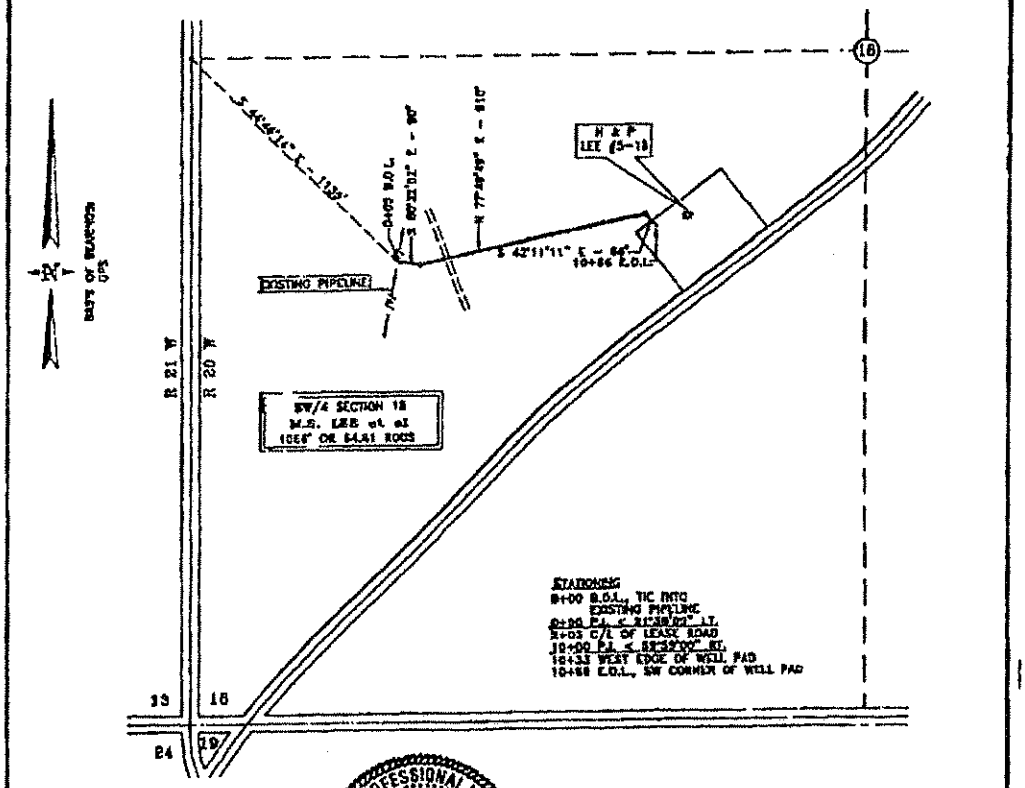
DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. S.B.	ENGR.		
CH.	CH.		
DATE 8-14-00	APP'D.		

FILE NAME: ENOGEX\Y2K225\LEE_6-18 | MW #: Y2K225

Recorded
Book 1137 Page 718

Exhibit "G"

SW/4 SECTION 18
T 14 N - R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF PROPOSED PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

05/14/01
DATE

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

TRANSOK
ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
N & P - LEE #5-18
SW/4 SECTION 18
T 14 N - R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2106 / (800) 242-2106
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. Y.P.	ENGR.		
CK.	CK.		
DATE 5-08-01	APP'D.		

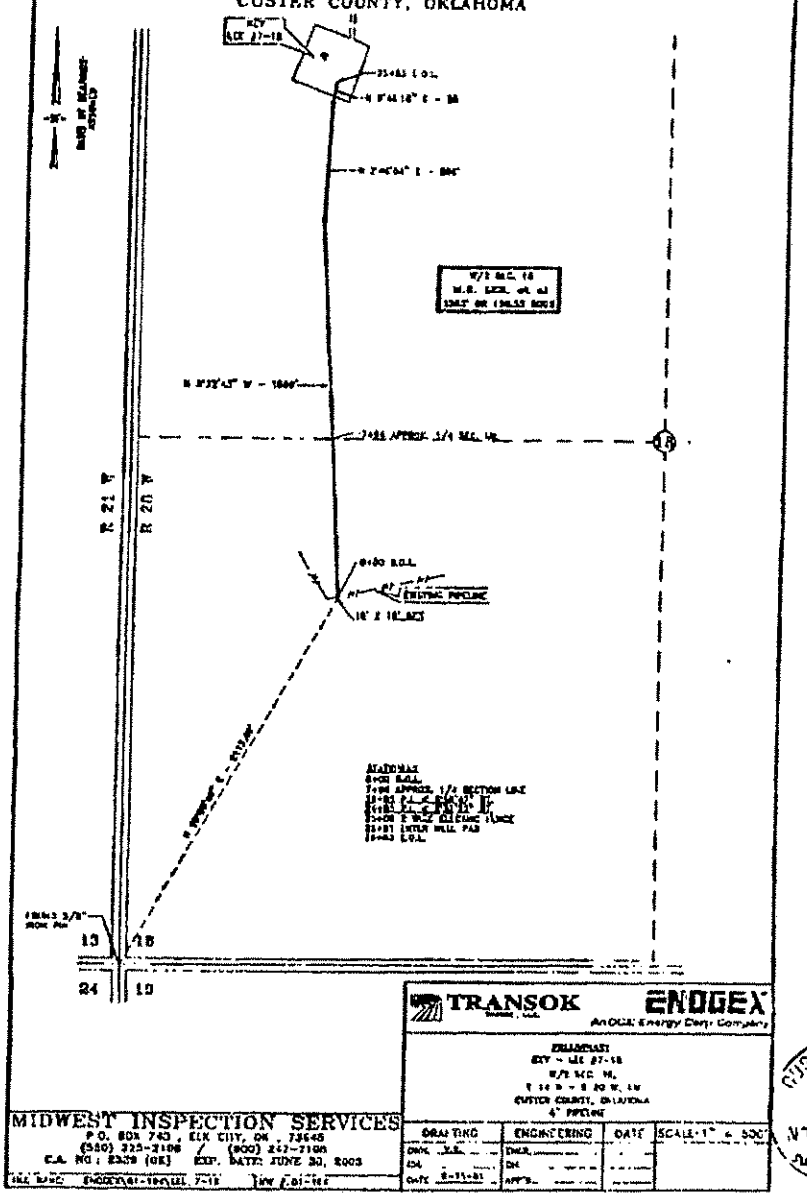
FILE NAME: ENOGEX\01-144\LEE_5-18 JW #: 01-144

Revoked

1137 19

EXHIBIT "H"

W/2 SECTION 18,
T 14 N - R 20 W,
CUSTER COUNTY, OKLAHOMA



CUSTER COUNTY
Nº 4080
recorded

#32

ONEOK Field Services, whose offices are located at P.O. Box 871, Tulsa, OK 74102-0871

Book 1118 page 785

RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA

COUNTY OF CUSTER

Return To:
TOM DANIEL
ONEOK Field Services
3901 VALLEY PARK DRIVE
EL RENO, OK 73036

File No. AFE# 74-00-30-5424
Indian Oil Lee 23-18
Tract No. 1

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL AND CONVEY unto ONEOK FIELD SERVICES COMPANY its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipeline and appurtenant facilities which include above and below ground valves, meters wire leads, cathodic protection equipment and markers, across under and upon the lands of GRANTOR in the County of Custer, State of Oklahoma, To-wit:

A strip of land 50 feet wide across the SW/4 of Section 18-T14N-R20W

This easement is for one pipeline to be 48 inches below the surface of the ground.
SEE SURVEY PLAT EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

During construction, GRANTEE shall have the right to use an additional work space of one hundred feet by one hundred and fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of two (2) years. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

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

(Signatures & Acknowledgements on back)

State of Oklahoma, Custer County, ss. Filed DEC - 1 2000 at 8:33am
Recorded in Book 1118, Page 785-89 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Ostrom, Deputy

CUSTER COUNTY
No. 7133

ONEOKRJW FRM

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this the 24 day of August, 2000.

LANDOWNER'S SIGNATURE

Four L Enterprises, L.L.C.

By: Betty Lee Upsher
Betty Lee Upsher, managing member

Marion Stanley Lee
Marion Stanley Lee

x Carolyn Hughes
Carolyn A. Hughes

Anne R. Lee
Anne R. Lee

The Carolyn L. Hughes Revocable Trust

By: x
Robert Hughes, trustee

LEE-OC, L.L.C.

By:
Rebel Oil Co., managing member
William M. Hedrick, President

Robert E. Lee, III

x
Robert E. Lee, Jr.

The Robert E. Lee, II Trust "C" UTA
Dated October 29, 1979

By: x
David Womack, trustee

(Acknowledgments)

ACKNOWLEDGMENTS

STATE OF Oklahoma

COUNTY OF Oklahoma

(individual)

On this 24 day of August 2000, personally appeared Marion Stanley Lee to me personally known to be the identical person who executed this instrument and acknowledged to me that he executed the instrument free and voluntarily for the purpose herein set forth

My commission expires: 10/15/01
NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF Oklahoma

COUNTY OF Oklahoma

(individual)

On this 24 day of August, 2000, personally appeared Betty Lee Upsher Managing Member Four L Enterprises LLC to me personally known to be the identical person who executed this instrument and acknowledged to me that she executed the instrument free and voluntarily for the purpose herein set forth

My commission expires: 10/15/01
NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF Oklahoma

COUNTY OF Oklahoma

(individual)

On this 24 day of August, 2000, personally appeared Carolyn A. Hughes to me personally known to be the identical person who executed this instrument and acknowledged to me that she executed the instrument free and voluntarily for the purpose herein set forth.

My commission expires:
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/01

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF Oklahoma

COUNTY OF Oklahoma

(individual)

On this 24 day of August, 2000, personally appeared Robert Hughes, Trustee of Carolyn L. Hughes Rev. Trust to me personally known to be the identical person who executed this instrument and acknowledged to me that he executed the instrument free and voluntarily for the purpose herein set forth.

My commission expires:
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/01

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF Oklahoma

COUNTY OF Oklahoma

(individual)

On this 24 day of August, 2000, personally appeared Robert E. Lee Jr. to me personally known to be the identical person who executed this instrument and acknowledged to me that he executed the instrument free and voluntarily for the purpose herein set forth.

My commission expires:
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10-15-01

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF Oklahoma

COUNTY OF Oklahoma

(individual)

On this 24 day of Aug, 2000, personally appeared Anne R. Lee to me personally known to be the identical person who executed this instrument and acknowledged to me that she executed the instrument free and voluntarily for the purpose herein set forth.

My commission expires:
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/01

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

ONE CHAPOW FRIA

STATE OF Oklahoma

COUNTY OF Oklahoma (individual)

On this 24 day of Aug, 2000, personally appeared David Womack Trustee, Robert E Lee II Trust C Una to me personally known to be the identical person who executed this instrument and acknowledged to me that he executed the instrument free and voluntarily for the purpose herein set forth.

My commission expires: DONNA LONG Oklahoma County Notary Public in and for State of Oklahoma My commission expires 10/15/01

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF Oklahoma

COUNTY OF Oklahoma (individual)

On this 24 day of Aug, 2000, personally appeared Robert E Lee III to me personally known to be the identical person who executed this instrument and acknowledged to me that he executed the instrument free and voluntarily for the purpose herein set forth.

My commission expires: DONNA LONG Oklahoma County Notary Public in and for State of Oklahoma My commission expires 10/15/01

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF Oklahoma

COUNTY OF Oklahoma (corporate)

On this 24 day of August, 2000, before me, a Notary Public in and for said County and State, personally appeared William M Hedrick to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President of Rebel Oil Co., a corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires: DONNA LONG Oklahoma County Notary Public in and for State of Oklahoma My commission expires 10/15/01

Donna Long
Notary Public

Donna Long
Typed or Printed Name of Notary Public

STATE OF _____

COUNTY OF _____ (corporate)

On this _____ day of _____, 2000, before me, a Notary Public in and for said County and State, personally appeared _____ to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ President of _____, a corporation, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

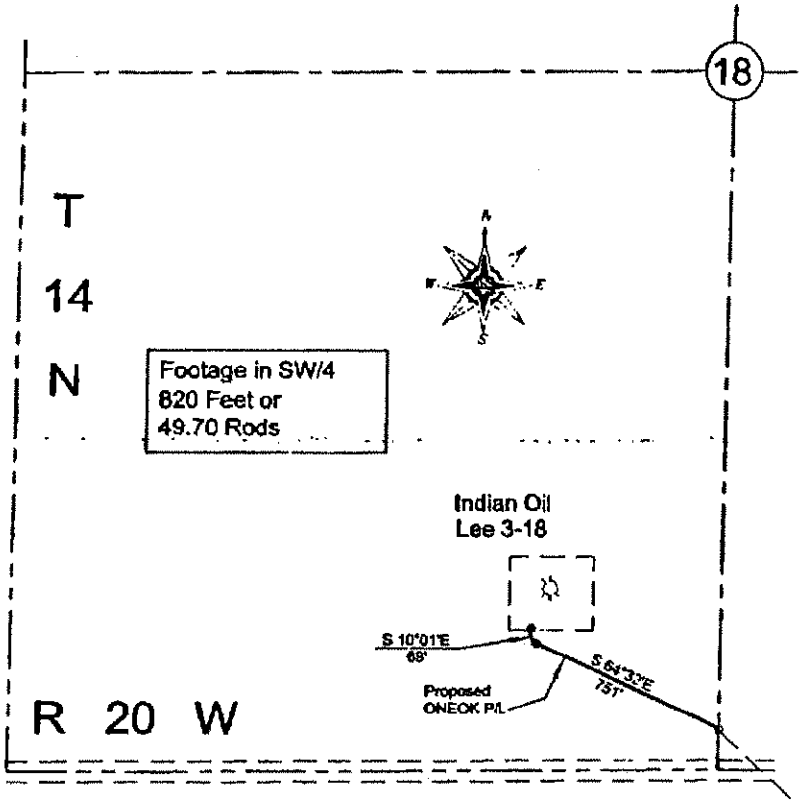
_____

_____
Notary Public

_____
Typed or Printed Name of Notary Public

EXHIBIT "A"

Proposed ONEOK Field Services Company pipeline in the SW Quarter of Section 18, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



CUSTER COUNTY
NO 7133

Revisions	ONEOK FIELD SERVICES	Date: 8-11-2000
		AFE: 74-00-30-5424
		Indian Oil/Lee #3-18
		Disk # ONEOK Maps #1
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 18A14N20

#33

ONEOK Field Services, whose offices are located at 100 West Fifth Street, Tulsa, OK 74103-4298

BOOK 1118 PAGE 790

RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA

COUNTY OF CUSTER

Return To:
TOM DANIEL
ONEOK Field Services
3901 VALLEY PARK DRIVE
EL RENO, OK 73036

File No. AFE# 74-00-30-5424
INDIAN OIL/Lee #3-18
Tract No. 2

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL AND CONVEY unto **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipeline and appurtenant facilities which include above and below ground valves, meters, wire leads, cathodic protection equipment and markers, across under and upon the lands of GRANTOR in the County of Custer, State of Oklahoma, To-wit:

A strip of land 50 feet wide across the SE/4 of Section 18-T14N-R20W

This easement is for one pipeline to be 48 inches below the surface of the ground.

SEE SURVEY PLAT EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

During construction, GRANTEE shall have the right to use an additional work space of one hundred feet by one hundred and fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of two (2) years. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

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

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this the 24th day of August, 2000.

LANDOWNER'S SIGNATURE

Lee O C Terminals, Inc.

By: M. S. Lee
M. S. Lee, President

State of Oklahoma, Custer County, as. Filed DEC - 1 2000 at 8:34 am
Recorded in Book 1118 Page 790-93 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Gotson Deputy

(Acknowledgments on back)

ONEOKROWFEE

CUSTER COUNTY
NO 7134

STATE OF _____)
COUNTY OF _____ _____))SS. INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, _____, personally appeared _____ _____ and _____, to me known to be the identical person __ who executed the within and foregoing instrument and acknowledged to me that __ _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:

_____

STATE OF Oklahoma)
COUNTY OF Oklahoma))SS. CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of August, 2000, personally appeared M.B. Lee, _____, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that __ he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

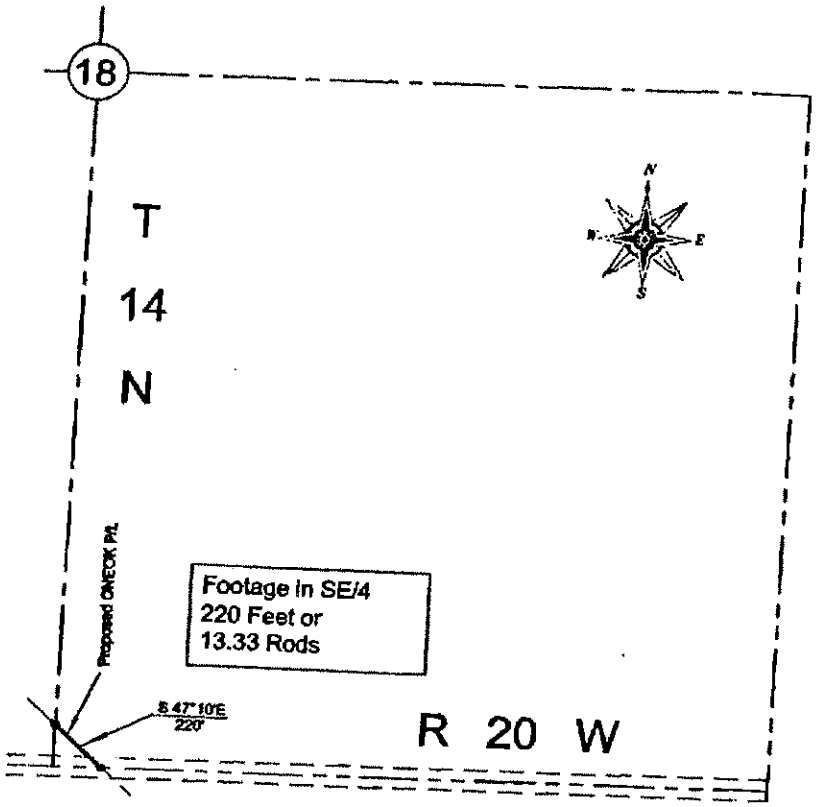
Donna Long
Notary Public

My Commission Expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/01

EXHIBIT "A"

Proposed ONEOK Field Services Company pipeline in the SE Quarter of Section 18, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



CUSTER COUNTY
NO 7134

Revisions		
	ONEOK FIELD SERVICES	Date: 8-11-2000
		AFE: 74-00-30-5424
		Indian Oil/Lee #3-18
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	Disk # ONEOK Maps #1
		File Name: 18B14N20

State of Oklahoma, Custer County as. Filed DEC 28 2001 at 8:36am
Recorded in Book 1154 Page 479-84 Connie Harris, County Clerk
Grantor/Grantee Name/Legal By Kathy Ortron Deputy

ONEOK FIELD SERVICES COMPANY
2000 N. HWY. 81
RT. 1, BOX 125
KINGFISHER, OK 73750
ATTN: TOM DANIEL

#34

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Book 1154 Page 479

AFE: 074.111.4211.010028
Job Name:Lee #1-18,6-18,1-17,2-17 & 3-17
Tract # 1 thru 5

STATE OF { Oklahoma)
COUNTY OF {Custer)

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma , To wit:

A strip of land 50' wide across the Southeast Quarter of Section 18, and the Southeast and Southwest Quarter of Section 17, all being in Township 14 North, Range 20 West of the Indian Meridian

THIS EASEMENT IS FOR A SINGLE PIPELINE FROM EACH OF THE WELLS SHOWN ABOVE, AS SHOWN ON SURVEY ATTACHED HERETO AS EXHIBIT "A", AND MADE A PART HEREOF. Exhibit "B" Attached & made a part hereof. AND EXHIBIT A-1 RB AH

During construction, GRANTEE shall have the right to use an additional work space of one hundred feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct

Book 7445

such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 11th day of December, 2001.

LANDOWNER'S SIGNATURE

M S Lee Pres.
LEE OC TERMINALS, INC.

ACKNOWLEDGEMENTS

State of
County of _____ **(individual)**

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ Notary Public

_____ Typed or printed name of Notary Public

State of _____
County of _____ **(individual)**

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ Notary Public

_____ Typed or printed name of Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma _____

(corporate)

On this 11th day of December, 2001, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals, Inc. acknowledged to me that He executed the same as His free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

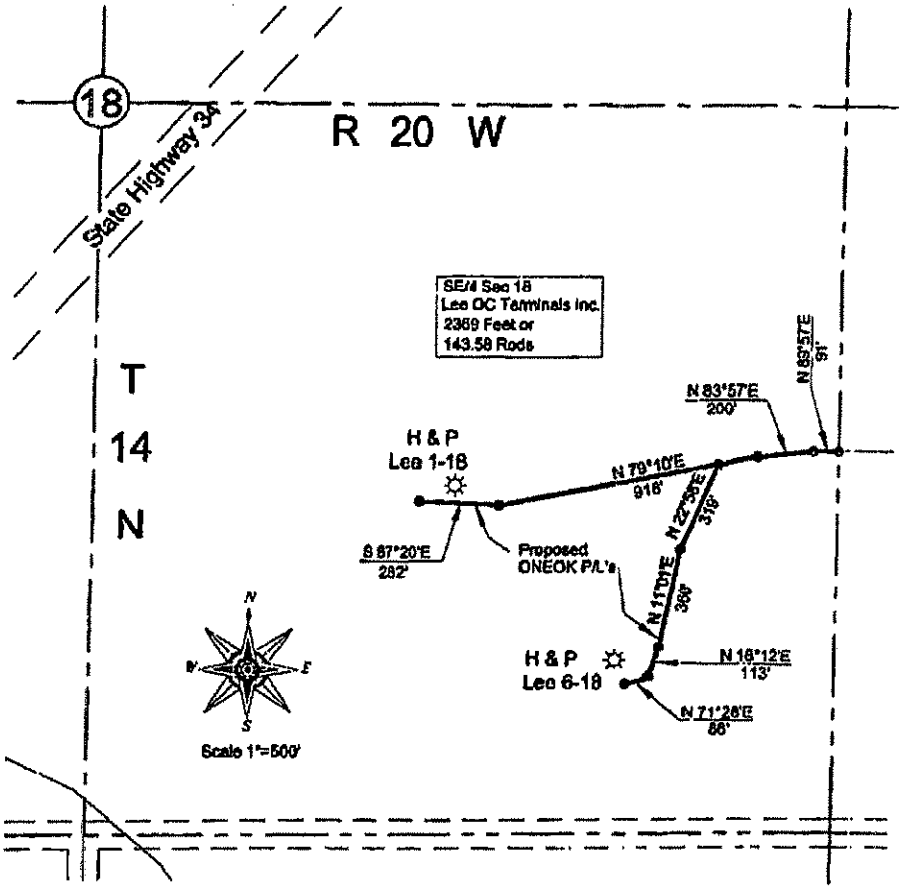
NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of
Notary Public

EXHIBIT A

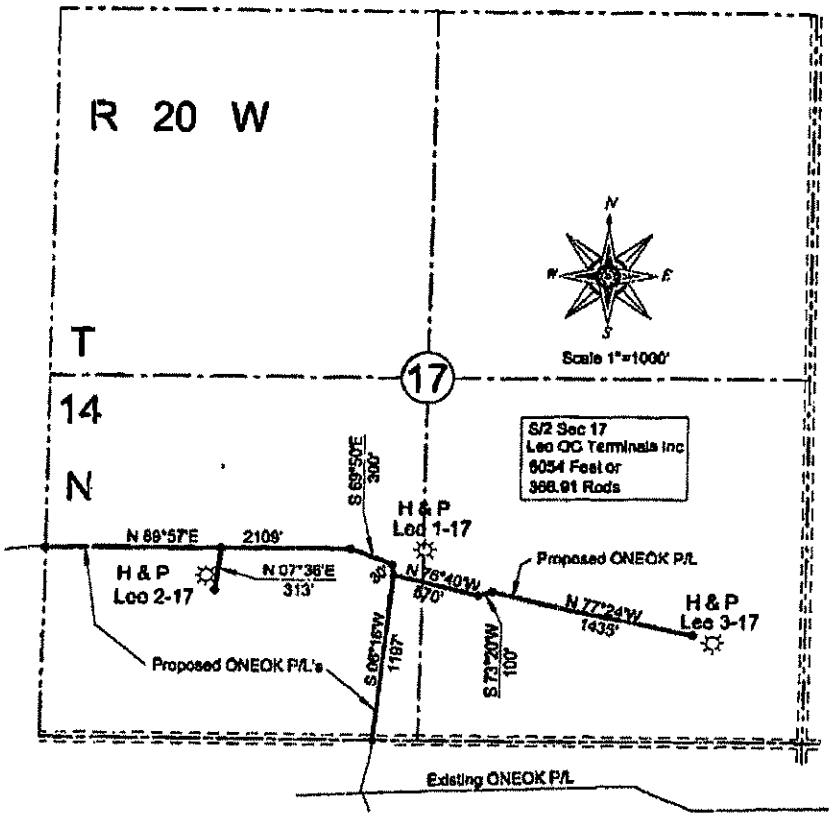
Proposed ONEOK Field Services Company pipeline in the SE Quarter of Section 18, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 11-13-2001
		074.111.4211.010028
		Key Prod/Trout 2-13
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 18A14N20

EXHIBIT A-1

Proposed ONEOK Field Services Company pipeline in the South Half of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 11-13-2001
		074.111.4211.010028
		Key Prod/Trout 2-13
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20W

EXHIBIT "B"

1. No fences will be cut, between Section 13, Township 14 North, Range 21 West and the Southwest Quarter of Section 18, Township 14 North, Range 20 West, also no fences will be cut at Highway #34, on either side of Highway, and no fences will be cut on either side of Section Line Road between Sections 17 and 18 Township 14 North, Range 20 West, and between Section 17, Township 14 North, Range 20 West, and Section 20, Township 14 North, Range 20 West. If cross fences at wheat field are cut, they will be properly "H" Braced, prior to cutting, to prevent fence from sagging.

2. All trash, stakes, skids and other debris will be removed from Right of Way, following construction.

3. All terraces are to be rebuilt properly. Contractor will notify Leslie Roper (580)473-
2561 ~~2586~~) before leaving construction site, in order to give him an opportunity to inspect and approve the condition of terraces as rebuilt.

CUSTER COUNTY
NO 7445

#35

BOOK 1157 PAGE 490

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

ONEOK FIELD SERVICES COMPANY
2000 N. HWY. 81
RT. 1, BOX 125
KINGFISHER, OK 73750
ATTN: TOM DANIEL

RIGHT-OF-WAY AGREEMENT

AFE: 074.111.4211.010028

STATE OF (Oklahoma)
COUNTY OF (Custer)

Job Name: Trout #2-13 & Lee # 2,3,4&5-18
Tract # 2 thru 6

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma , To wit:

Strip of land 50' wide across the Southwest Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian

THIS EASEMENT IS FOR A SINGLE PIPELINE FROM EACH OF THE WELLS MENTIONED ABOVE, AS SHOWN ON SURVEY ATTACHED HERETO AS EXHIBIT "A", AND MADE A PART HEREOF. Exhibit "B" attached & made a part hereof. TBD

During construction, GRANTEE shall have the right to use an additional work space of one hundred
feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment of use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

State of Oklahoma, Custer County, ss. Filed JUL 2 8 2002 at 8:33am
Recorded in Book 1157 Page 490-496 Connie Harris, County Clerk

328

5 33

(Signatures & Acknowledgements on back)

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 17 day of December 2001.

LANDOWNER'S SIGNATURE

Marion Stanley Lee

Robert E. Lee, Jr.

Anne R. Lee

David Wernick, Trustee of the Robert E. Lee II Trust C UTA Dated October 29, 1979

RELEASED

Robert E. Lee III

Carolyn A. Hughes

Four L. Enterprises, LLC,

Robert Hughes, Trustee of The Revocable Inter Vivos Trust of Carolyn L. Hughes, UTA Dated 9-18-2000

LEE-OC, L.L.C.

ACKNOWLEDGEMENTS

State of Oklahoma

County of Oklahoma

On this 17 day of December, 2001, before me, a Notary Public in and for said County and State, personally appeared Marion Stanley Lee, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Notary Public

Donna Long
Typed or printed name of Notary Public

State of Oklahoma

County of Oklahoma

On this 11 day of December, 2001, before me, a Notary Public in and for said County and State, personally appeared Betty Lee Hughes, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

My Commission expires

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Notary Public

Donna Long
Typed or printed name of Notary Public

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this 17 day of December, 2001, before me, a Notary Public in and for said County and State, personally appeared Robert E. Lee Jr and Anne Lee his wife, to me 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 hand and official seal the day and year first above written.

My commission expires:
10-2-05

Notary Public
Nancy Davis
Typed or printed name of Notary Public

STATE OF Oklahoma
COUNTY OF Oklahoma

Trust
(corporate)

On this 17 day of December, 2001, before me, Notary Public in and for said County and State, personally appeared Robert E. Lee, Jr., to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Trustee of The Robert E. Lee II Trust C acknowledged to me that _____executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:
10-2-05

Notary Public
Nancy Davis
Typed or Printed Name of Notary Public

State of Oklahoma Oklahoma
County of Oklahoma

On this 17 day of December, 2001, before me, a Notary Public in and for said County and State, personally appeared Anne R. Lee, to me 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 hand and official seal the day and year first above written.

My Commission expires: 10-2-05

Notary Public
Nancy Davis
Typed or printed name of Notary Public

ACKNOWLEDGEMENTS

State of Oklahoma
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of Notary Public

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

(corporate)

On this 27th day of December, 2001, before me, Notary Public in and for said County and State, personally appeared William M. Hedrick, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Rebel Oil Co./Mgr. of LEE-OC L.L.C. acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:
February 8, 2005

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY
MY COMMISSION EXPIRES 02-08-2005

Barbara J. Brooks
Notary Public

Barbara J. Brooks
Typed or Printed Name of Notary Public

State of Oklahoma Oklahoma

County of Oklahoma

On this 17 day of December, 2001, before me, a Notary Public in and for said County and State, personally appeared Robert E. Lee III, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and official seal the day and year first above written.

My Commission expires: _____

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(Individual)

On this 17 day of December, 2001, before me, a Notary Public in and for said County and State, personally appeared Carolyn A Hughes and Robert Hughes his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/19/05

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

STATE OF _____
COUNTY OF _____

(corporate)

On this _____ day of _____, 2001, before me, Notary Public in and for said County and State, personally appeared _____, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ of _____ acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

_____

_____
Notary Public

_____
Typed or Printed Name of Notary Public

State of Oklahoma_____

County of_____

On this day of , 2001, before me, a Notary Public in and for said County and State, personally appeared_____ to me 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 hand and official seal the day and year first above written.

My Commission expires:_____

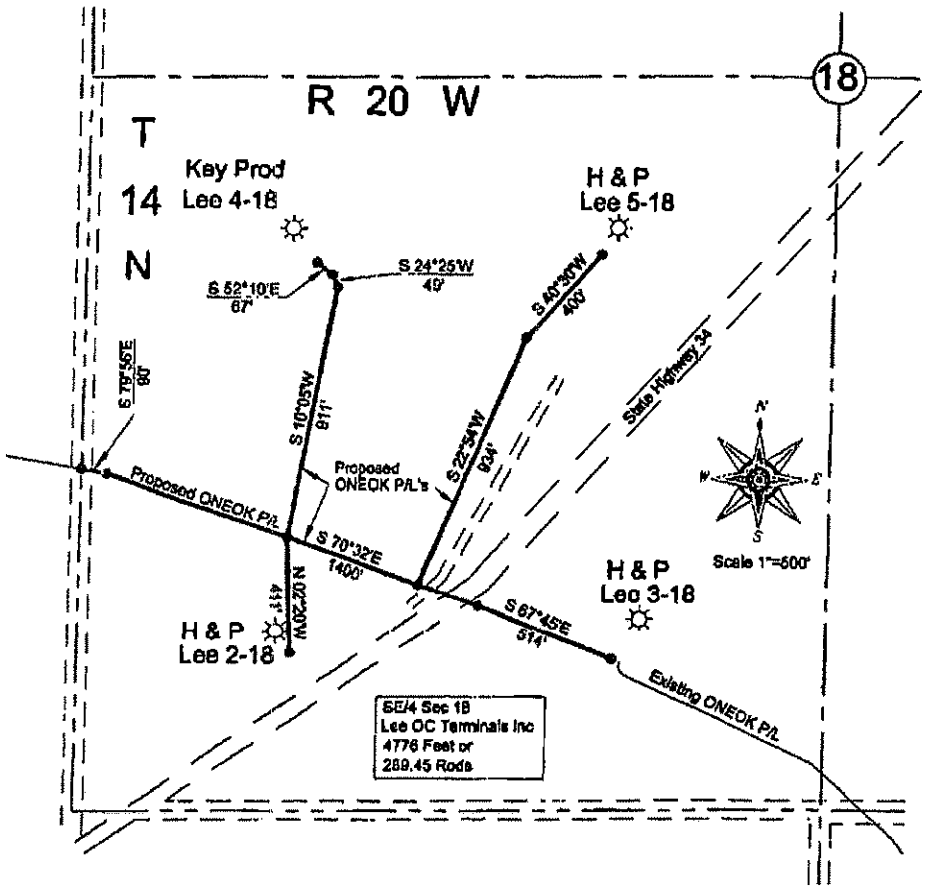
_____
Notary Public

_____
Typed or printed name of Notary Public

EXHIBIT A

BOOK 1157 PAGE 495

Proposed ONEOK Field Services Company pipeline in the SW Quarter of Section 18, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 11-13-2001
		074.111.4211.010028
		Key Prod/Trout 2-13
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1314N21W

EXHIBIT "B"

1. No fences will be cut, between Section 13, Township 14 North, Range 21 West and the Southwest Quarter of Section 18, Township 14 North, Range 20 West, also no fences will be cut at Highway #34, on either side of Highway, and no fences will be cut on either side of Section Line Road between Sections 17 and 18 Township 14 North, Range 20 West, and between Section 17, Township 14 North, Range 20 West, and Section 20, Township 14 North, Range 20 West. If cross fences at wheat field are cut, they will be properly "H" Braced, prior to cutting, to prevent fence from sagging.

2. All trash, stakes, skids and other debris will be removed from Right of Way, following construction.

3. All terraces are to be rebuilt properly. Contractor will notify Leslie Roper (580)473- 2961 ~~2558~~) before leaving construction site, in order to give him an opportunity to inspect and approve the condition of terraces as rebuilt.

LINCOLN COUNTY
533

I-2003-001093 Book 1194 Pg: 300
02/21/2003 9:23 am Page(s) 300-307
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#37

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return To:
Oneok Field Services Company
2005 West Foreman Rd.
El Reno, OK 73036
Attn: Tom Daniel

AFE: 074.111.4211.010723
Job Name: Lee 8-18
Tract # 2

STATE OF { Oklahoma }
COUNTY OF {Custer}

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer
State of Oklahoma , To wit:

Strip of land 50' wide across the West Half of Section 18, Township 14 North, Range 20 West of the Indian Meridian

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof

During construction, GRANTEE shall have the right to use an additional work space of one hundred
feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

I-2003-001093 Book 1194 Pg: 301
02/21/2003 9:23 am Page(s) 300-307
Fee: $ 27.00 Doc. $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 4th day of December, 2002.

LANDOWNER'S SIGNATURE

M.S. LEE INVESTMENTS, A LTD. PARTNERSHIP

FOUR L. ENTERPRISES

LEE-OC, L.L.C.

ROBERT E. LEE, JR. – Robert E. Lee, III Personal Rep. of the Lee, Jr. Estate

ANNE R. LEE

Robert E. Lee, III DAVID WOMACK, TRUSTEE OF THE ROBERT E. LEE II TRUST CUTA, DATED OCTOBER 29, 1979

ROBERT E. LEE III

CAROLYN A. HUGHES

ROBERT HUGHES, TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF CAROLYN L. HUGHES, UTA DATED 9-18-2000

ACKNOWLEDGEMENTS

State of Oklahoma

County of Oklahoma

On this 4th day of Dec ,2002, before me, a Notary Public in and for said County and State, personally appeared M.S. Lee, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

My Commission expires:_____

Donna Long
Notary Public
Typed or printed name of Notary Public

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this 4th day of Dec, 2002, before me, a Notary Public in and for said County and State, personally appeared Lisa Davis Pierce and _____ his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission expires 10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

I-2003-001093 Book 1194 Pg: 302
02/21/2003 9:23 am Page(s) 300-307
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of Oklahoma
County of Oklahoma

(individual)

On this 23rd day of December, 2002, before me, a Notary Public in and for said County and State, personally appeared William M. Hedrick and _____ his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY

Barbara J. Brooks
Notary Public

Barbara J. Brooks
Typed or printed name of Notary Public

STATE OF _____
COUNTY OF _____

(corporate)

On this _____ day of _____, 2001, before me, Notary Public in and for said County and State, personally appeared_____, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as_____of _____acknowledged to me that _____executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

_____

_____
Notary Public

_____

ACKNOWLEDGEMENTS

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 21ST day of JANUARY, 2003, before me, a Notary Public in and for said County and State, personally appeared ROBERT E. LEE, III, and PERSONAL REPR. OF ROBERT E LEE, JR his wife, to me personally known to be the identical person ___ who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

FEBRUARY 8, 2004

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY
MY COMMISSION EXPIRES

Barbara J. Brooks
Notary Public

BARBARA J. BROOKS
Typed or printed name of Notary Public

I-2003-001093 Book 1194 Pg: 303
02/21/2003 9:23 am Page(s) 300-307
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 23RD day of DECEMBER, 2002, before me, a Notary Public in and for said County and State, personally appeared CAROLYN A. HUGHES and _____ his wife, to me personally known to be the identical person ___ who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY
MY COMMISSION EXPIRES

Barbara J. Brooks
Notary Public

Barbara J. Brooks
Typed or printed name of Notary Public

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

(corporate)

On this 23RD day of DECEMBER, 2002, before me, Notary Public in and for said County and State, personally appeared ROBERT L. HUGHES, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Trustee of the Rev.Inter Vivos Tr. of Carolyn L. Hughes, uta dtd 9/18/00 acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY
MY COMMISSION EXPIRES

Barbara J. Brooks
Notary Public

Barbara J. Brooks

ACKNOWLEDGEMENTS

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 21ST day of JANUARY, ~~2001~~ 2003, before me, a Notary Public in and for said County and State, personally appeared ANNE R. LEE and _____ his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that SHE executed the same as HER free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

FEBRUARY 8, 2005

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY

Notary Public

BARBARA J. BROOKS
Typed or printed name of Notary Public

I-2003-001093 Book 1184 Pg: 304
02/21/2003 9:23 am Pags(s) 300-307
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 21ST day of JANUARY, ~~2000~~ 2003, before me, a Notary Public in and for said County and State, personally appeared ROBERT E. LEE, III, TRUSTEE OF THE ROBERT E. LEE II TR. and his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

FEBRUARY 8, 2005

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY

Notary Public

BARBARA J. BROOKS
Typed or printed name of Notary Public

STATE OF _____
COUNTY OF _____

(corporate)

On this _____ day of _____, 2001, before me, Notary Public in and for said County and State, personally appeared _____, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ of _____ acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

_____

_____
Notary Public

_____

I-2003-001093 Book 1194 Pg: 305
02/21/2003 9:23 am Page(s) 300-307
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of Oklahoma

County of OKLAHOMA

On this 2 day of JANUARY 2003, before me, a Notary Public in and for said County and State personally appeared ROBERT E. LEE III, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written

My Commission Expires: 2-8-2005

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY

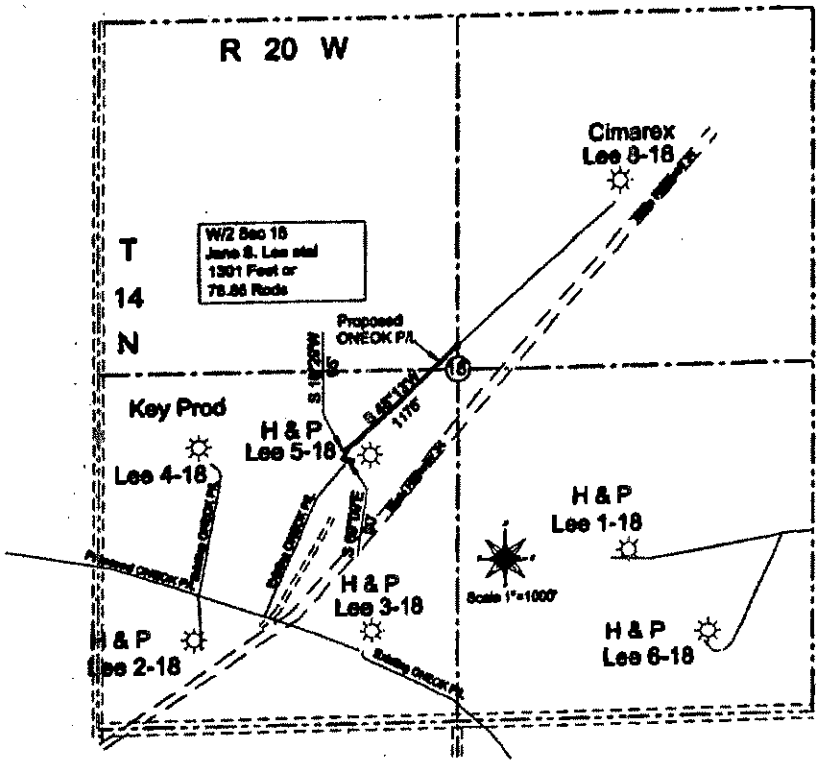
Barbara J. Brooks
Notary Public

BARBARA J. BROOKS
Typed or printed name of Notary Public

EXHIBIT "A"

I-2003-001093 Book 1194 Pg: 306
02/21/2003 9:23 am Page(s) 300-307
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Proposed ONEOK Field Services Company pipeline in the West Half of Section 18, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 10-10-2002
		AFE:
		Cimarex/Lee 8-18
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1814N20B

I-2003-001093 Book 1194 Pg: 307
02/21/2003 9:23 am Page(s) 300-307
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. NO FENCES ARE TO BE CUT. CONTRACTOR WILL DITCH UP TO FENCE, AND MOVE EQUIPMENT AROUND TO OTHER SIDE, TO CONTINUE.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

I-2003-006131 Book 1217 Pg: 510
08/15/2003 8:31 am Page(s) 510-513
Fee $ 19.00 Doc $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#40

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

(4)

14/5

STATE OF { Oklahoma)
COUNTY OF {Custer)

ONEOK FIELD SERVICES
P O Box 846
Maysville, OK 73057
Attn Tom Daniel

AFE: 074.111.4211.010174
Job Name:Lee #9-18
Tract # 1

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer
State of Oklahoma , To wit:

Strip of land 50' wide across the West Half of Section 18, Township 14 North, Range 20 West of the Indian Meridian

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred
feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

CUSTER COUNTY NO 6131

369

I-2003-008131 Book 1217 Pg. 511
08/15/2003 8:31 am Page(s) 510-513
Fee $ 19.00 Doc $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 14 day of August, 2003.

LANDOWNER'S SIGNATURE

Reece Oil Company
Manager

LEE-OC, L.L.C

M. S. Lee, President

LEE O.C. TERMINALS, INC.

STATE OF OKLAHOMA
COUNTY OF Oklahoma

On this 14 day of August, 2003, before me a Notary Public in and for said County and State, personally appeared William M. Hedrick, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Manager of Member of Lee-OC LLC acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires:

SEAL DONNA LONG Oklahoma County Notary Public in and for State of Oklahoma My commission expires 10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

STATE OF OKLAHOMA
COUNTY OF Oklahoma

On this 14 day of August, 2003, before me a Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee-OC Terminals acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires:

SEAL DONNA LONG Oklahoma County Notary Public in and for State of Oklahoma My commission expires 10/15/05

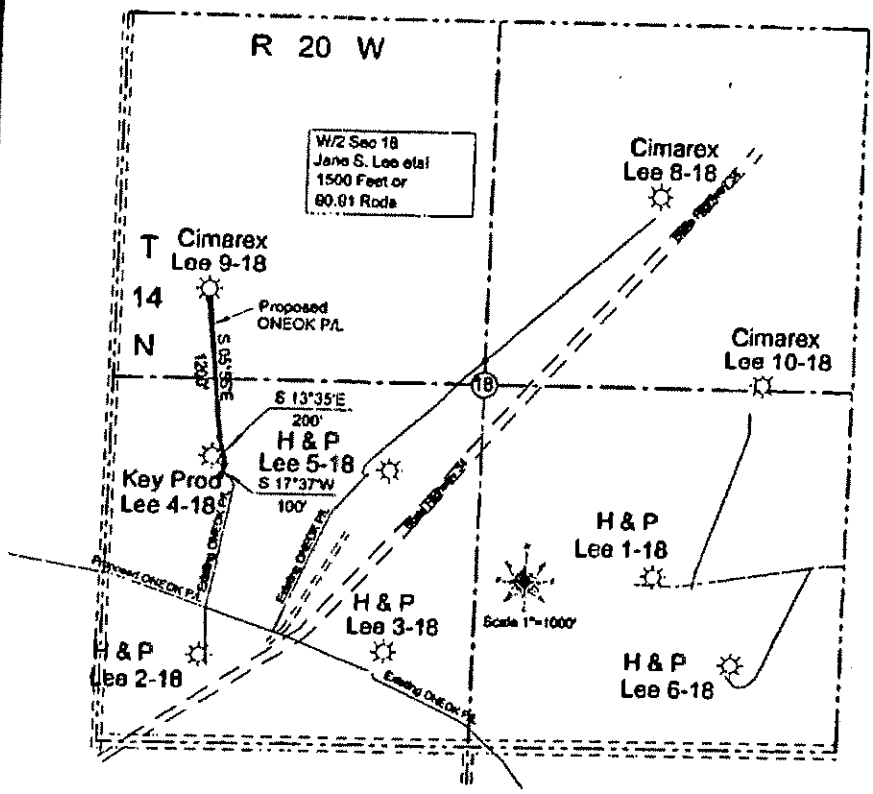
Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

EXHIBIT "A"

I-2003-006131 Book 1217 Pg. 512
09/15/2003 8:31 am Page(s) 510-513
Fee. $ 19.00 Doc $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Proposed ONEOK Field Services Company pipeline in the West Half of Section 18, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Not intended to be a boundary survey.

Alan L. Waggoner L.S. 1163

Revisions	ONEOK FIELD SERVICES	Date: 8-16-2003
		074.111.4211.010174
		Cimarex/Lee 9-18
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	Disk # ONEOK Maps #3
		File Name: 1814N20F

I-2003-006131 Book 1217 Pg. 513
09/15/2003 8:31 am Page(s) 510-513
Fee $ 19.00 Doc $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

CUSTER COUNTY
NO 6131

#32

#C 1758

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: No. 17

That Thomas H. Cresswell, Hammon, Okla, an Fay Cresswell, husband and wife of Custer County, State of Oklahoma, for and in consideration of the sum of Fifty and no/100 Dollars ($ 50.00) 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 perpatual 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 Custer County, Oklahoma,, to-wit:

A strip, piece or parcel of land lying in he NW¼ of Section 17 T 14 N R 20 W, in Custer County, Oklahoma. Said parcel of land being a right of way for Okla., State Aid Porject Number 812-E. Said parcel of land being further described by metes and bounds as follows:

Beginning at the NW corner of said NW¼ thence South along the West line of said NW¼ a distance of 352 feet, thence Northeasterly on a curve to the left, having a radius of 2914.9 feet, a distance of 398 feet to a point on he North line of said NW¼ thence West along said North line, a distance of 188 feet to point of beginning. Containing 0.66 acres, more or less, in addition to the present right of way.

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

In consideration of the construction of State Highway No., 34, 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 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 Oklahoma 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.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand and seal this the 9th day of June, 1932.

Thomas H. Creswell

Fay Creswell

STATE OF OKLAHOMA

COUNTY OF CUSTER SS:

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 9th day of June, 1932, personally appeared Thomas. H. Creswell and Fay Creswell, husband and wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses andpurposes therein set forth.

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

Geo. M. Baker Notary Public

My commission expires 17th day of April, 1935

(N.P. Seal)

RECEIVED June 13, 1932. State Highway Engineer.

STATE OF OKLAHOMA

CUSTER COUNTY SS:

This instrument was filed for record on the 24 day of June, 1932, at 9.5 o'clock A.M., and recorded in Book 18 of Misc., on page 36-7.

Jesse Hatchett County Clerk

By C.M., Deputy

(Clerks Seal)

#33

WARRANTY DEED

RECORD COPY

BOOK 0956 PAGE 778

13032(5)(4)
STP-020B(275)
Parcel No. 4

KNOW ALL MEN BY THESE PRESENTS:

THAT Lee O C Terminals, Inc., a corporation

_____ part y _____ of the first part, in consideration of the sum

of One thousand three hundred & no/100's********DOLLARS ($1,300.00) do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in the NW¼ of Section 17, T 14 N, R 20 W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at NW corner of said NW¼, thence South along the West line of said NW¼ a distance of 437.11 feet, thence on a curve to the left having a chord bearing of N31°13'20"E and having a radius of 2964.79 feet a distance of 375.79 feet, thence N72°35'28"E a distance of 265.46 feet, thence N00°27'12"E a distance of 33.00 feet to a point on the North line of said NW¼, thence West along said North line a distance of 441.85 feet to point of beginning.

Containing 0.38 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

CUSTER COUNTY CLERK

Filed for record in SEP 1 8 39 8 am
Recorded in Book 956, Page 778-79 Custer County, Oklahoma
Kathy Ostrom

Please return to:

DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests 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 by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint itself

_____ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 27 day of July, 1995

Lee O C Terminals, Inc.

SEAL

Attest: Donald L. Smith
Donald L. Smith, Secretary

BY: M. S. Lee
M. S. Lee, President

R/W Form 53

500

Individual Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

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

_____
Notary Public

My Commission expires: _____

Individual Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

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

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

_____
Notary Public

My Commission expires: _____

Corporation Acknowledgement

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public in and for said county and state, on this 27th day of July, 19 95, personally appeared M. S. Lee to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: 1-9-99

State of Oklahoma)
County) ss.
This instrument was filed for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and recorded in Book _____ on page _____ Fees, $ _____

County Clerk

By _____ Deputy

Return to
Department of Transportation
Right-of-Way Division
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

CUSTER COUNTY

#34

B9215

DEED RECORD

WARRANTY DEED

FROM
Peter B. Nevius,
Maggie K. Nevius
TO
Custer County
Okla.

STATE OF OKLAHOMA, Custer County, } ss.
This instrument was filed for record on the 21 day of Oct. 1921 at 3 o'clock 7 M.
and duly recorded in Book 31 of Deeds 543
Mrs. W. W. Ogle County Clerk.
(Clerk's Seal.)
By Myrtle Cloud Deputy.

KNOW ALL MEN BY THESE PRESENTS:

That Peter B. Nevius and Maggie K. Nevius, husband and wife;

~~of~~ ~~County, State of Oklahoma, part~~ ies of the first part, in consideration of the sum of One and No/100 DOLLARS, in hand paid, the receipt of which is hereby acknowledged, do — hereby grant, bargain, sell and convey unto Custer County, Oklahoma, for use as Public Road, ~~County, State of Oklahoma, part of the second part~~, the following described real property and premises situated in Custer County, State of Oklahoma, to-wit:

A Public Road through Section 18, Township 14, Range 20, in Custer County, Okla;
Said Road beginning at the middle of the north side of Section 19, where the public road through said Section 19 intersects the section line between Sections 18 and 19; thence north along the west side of the SE/4 of Sec. 18, parallel with said line to the north side of said SE/4 of Sec. 18. The width of said strip of land to be 33 feet, and all lying on the east side of center line of said Section 18, and adjoining said center line.

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

TO HAVE AND TO HOLD Said described premises unto the said party of the second part its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens, and encumbrances of whatsoever nature. Except all mortgages now of record on said SE/4 of Sec. 18 - Tp. 14. Range 20.;

Signed and delivered this 17th day of October 1921.

Peter B. Nevius
Maggie K. Nevius

STATE OF OKLAHOMA, County of Roger Mills } ss. BEFORE ME _____ a Notary Public in and for said County and State, on this Nineteenth day of October 1921, personally appeared Peter B. Nevius and Maggie K. Nevius, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my Hand and Official Seal the Day and date written above ~~set forth~~.

My commission expires July 18, 1922 E. G. Commons
(N. P. Seal.) Notary Public.

#35

976

D.H. Form 91-Regular

DEDICATION DEED
For
RIGHT-OF-WAY
From

Robert W & Bessie L. Lee

To

The State of Oklahoma

Custer County, State of Oklahoma, ss.
This instrument was filed for record on the 20 day of April 19 51, at 9:49 o'clock A M., and recorded in Book 30 of Misc'l. on Page 628

M. S. (DICK) ESLICK, County Clerk

By Floy Duncum Deputy.
(Seal)

DEDICATION DEED
Public Highway

KNOW ALL MEN BY THESE PRESENTS:
That Robert W. Lee and Bessie L. Lee, his wife

of Custer County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Two Hundred Fifteen and No/100 dollars ($ 215.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma 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 NE¼ of Section 18, T 14N, R 20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of shid NE¼, 385.5 feet East of the SW corner of said NE¼, thence East along said South line a distance of 165 feet, thence N 43° 22'E a distance of 2422.8 feet, thence S 46° 38'E a distance of 20 feet, thence N 43° 22'E a distance of 143.5 feet, thence Northeasterly on a curve to the left having a radius of 2944.8 feet a distance of 491.6 feet to a point on the East line of said NE¼, 407.8 feet South of the NE corner of said NE¼, thence North along said East line a distance of 270 feet, thence Southwesterly on a curve to the right having a radius of 2804.8 feet a distance of 692.8 feet, thence S 43° 22'W a distance of 2679.7 feet to a point of beginning.

Containing 1.49 acres, more or less, of new right-of-way, the remaining area included in the above description being the right-of-way occupied by the present highway and the 33 foot section line right-of-way.

(Land donated, moving fence $215.00)

For the same consideration hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface 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 excavations, 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 be in 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 delivery 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

The undersigned Grantors hereby designate and appoint Robert W. Lee as agent to execute the claim and receive the compensation herein named.

In Witness whereof the Grantors herein named have hereunto set their hands and seals this the 17 day of March 19 51.

Robert W. Lee

Bessie L. Lee

State of Oklahoma, County of Custer ss.

Before me, a Notary Public in and for said county and state, on this 17 day of March 19 51, personally appeared Robt. W. Lee & Bessie L. Lee and

to me known to be the identical person s 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, January 23, 1954 (N. P. Seal)

T. G. Rawdon
Notary Public

CLINTON ABSTRACT CO 2. BOOK 624 PAGE 248
CLINTON, OKLAHOMA

#37

Form PROD. —101 Producer's Gas Company, whose offices are located at 4925 Greenville Avenue, Dallas, TX 75206.

File No. 84-6032-1586
Internorth-Lee # A-1-18
Tract # 1

RIGHT-OF-WAY AGREEMENT

STATE OF Oklahoma
COUNTY OF Custer

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL AND CONVEY to PRODUCER'S GAS COMPANY, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to remove trees, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities which include above and below ground valves, meters, wireleads, cathodic protection equipment and markers across, under and upon the lands of GRANTOR in the County of Custer, State of Oklahoma
To wit: A strip of land 50' wide across the SE/4 Section 18, T14N-R20W, containing 90 lineal rods, more or less.

If Grantee fails to start construction within (6) six months, the right-of-way area herein granted shall revert to surface owner of record.

All fences cut shall be braced with 8" H-Frames to prevent sagging and shall be restored to original condition after construction.

State of Oklahoma, Custer County, ss, Filed OCT 24 1984 at 9 11 am.
Recorded in Book 624 Page 248-49 Calvin Klein, County Clerk
Grantor Grantee Numerical By Connie Harris Deputy

The GRANTOR represents the above described land (is ~~is not~~) rented to L.E. Hodge, Jr.
, Address Hammon, Oklahoma on a (Cash or Crop) 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 without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or part.

TO HAVE AND TO HOLD TO GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever 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 located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE. It is also understood and agreed, GRANTOR will not change the grade over said pipeline.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this Agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in court of competent jurisdiction, that a breach, in fact, exists.

CUSTER COUNTY No. 18061

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

175

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 12th day of April 19 84.

LANDOWNER'S SIGNATURE

ATTEST: Dan Smith Sec. Tres.

Lee O. C. Terminals Inc.

Robert E. Lee President

TENANT'S CONSENT

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

EXECUTED this the 6th. day of April, 19 84.

L.E. Hodge, Jr.

L.E. Hodge, Jr.

STATE OF _____ } SS.
COUNTY OF _____ } (Individual — Okla., Kan., Nebr.,)

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ Notary Public

STATE OF _____ } SS.
COUNTY OF _____ } (Individual — Okla., Kan., Nebr.,)

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ Notary Public

CUSTER COUNTY No. 18061

STATE OF Oklahoma } SS.
COUNTY OF Oklahoma } (Corporation—Okla., Kan., Nebr.,)

On this 12th day of April, 19 84, before me, a Notary Public in and for said County and State, personally appeared Robert E. Lee to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ President of Lee O.C. Terminals Inc. a corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.
WITNESS my hand and official seal the day and year first above written.
My commission expires:

11-1-84

Mary F. McNamara Notary Public

ENBOCK INC.
P.O. BOX
OKC, OK

1137 132

#38

RIGHT OF WAY GRANT

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

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **Lea OC Terminals, Inc.**, whose address is 1024 N.W. 71st, Oklahoma City, Okla., 73116, hereinafter referred to as GRANTOR, (whether one or more), does hereby grant, bargain, sell and convey unto **TRANSOK GAS GATHERING, LLC, a Delaware Limited Liability Company**, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit:

SOUTHEAST QUARTER

Section 18, Township 14N, Range 20W

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within, said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

AFE 0784A01 Tract 1 Draft: RW# 102990

CUSTER COUNTY NO 3899

State of Oklahoma, Custer County, as. Filed JUL 05 2001 at 8:30 am
Recorded in Book 1137 Page 132-134 Connie Harris, County Clerk
Grantor Grantee Numerical By Deputy

193

EXECUTED this the 27th day of June, 2001

M S Lee

LEE OC TERMINALS, INC.
By: M. S. Lee, President

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____ by LEE OC TERMINALS, INC.

_____
Notary Public

My commission expires:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on June 27, 2001 by M. S. Lee as President of Lee OC Terminals, Inc.

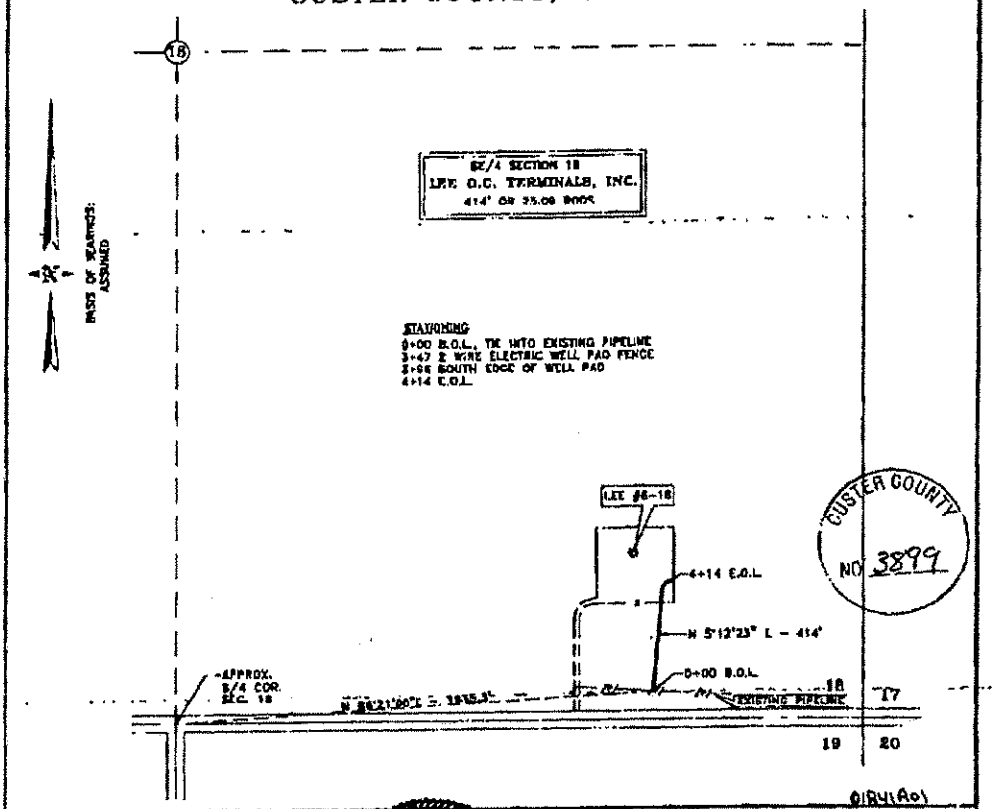
Donna Long
Notary Public

My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/01

AFE OBH(AD) Tract 1 Draft RAW # 108910

SE/4 SECTION 18
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



THIS PLAT OF SURVEY IS FOR THE PURPOSE OF A PIPELINE LOCATION. IT IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.

06/15/01

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

MIDWEST INSPECTION SERVICES
P.O. BOX 748 , ELK CITY, OK , 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

TRANSOK, LLC
ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
LEE #6-18
SE/4 SECTION 18
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA
6" PIPELINE

DRAFTING	ENGINEERING	DATE	SCALE:
DWN. V.R.	ENGR.		1" = 500'
CH.	CH.		
DATE 6-11-01	APP'D.		

FILE NAME: ENOGEX\01-173\LEE_6-18 MW #: 01-173

Northern Natural Gas Co.
Form # 2911
9/72

BOOK 553 PAGE 575

79-35-75-41-3912
06-79901
Line # _____
Tract # _____

#10

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Lee-St. Louis Terminals, Inc.

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt of Ten & no/100----------Dollars ($10.00) of which is hereby acknowledged, do hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Division of InterNorth Inc., a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate pipelines, and appurtenances thereto, on, over, under and through the following described land situated in the County of Custer and State of Oklahoma, to-wit:

South Half (S/2), Section Seventeen (17), Township Fourteen North (14N), Range Twenty West (20W)/

This easement is for one pipeline only, with a 66' right-of-way.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, Division of InterNorth Inc., its successors and assigns, together with the right of ingress to and egress from said land, for the purpose of constructing, operating, inspecting, repairing, maintaining and replacing, re-sizing, or removing the property 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 Grantor hereby granting the uses herein specified without divesting Grantor of the rights to use and enjoy said above-described land for agricultural, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement over or in proximity to any pipeline or appurtenance constructed hereunder 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 the Grantee will bury all line pipe to provide a minimum cover of 42 inches except in rock where a minimum cover of 18 inches will be provided.

3. 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 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.

4. 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.

5. Gas tap clause added as Exhibit "A" and made a part hereof.

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.

APR - 6 1983
State of Oklahoma, Custer County, ss, Filed ..... at 1:54 pm
Recorded in Book 553, Page 575-77 Calvin Klein, County Clerk
Grantor Grantee Numerical By Diana A. Boggs Deputy

CUSTER COUNTY No. 5614

523

7. That the rights of the Grantee may be assigned in whole or in part.

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

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, successors and assigns of the parties hereto.

Dated this 26 day of July, 1982.

R E Lee

Lee St. Louis Terminals, Inc., President

Mary L Smith

Lee St. Louis Terminals, Inc., Secretary

LEE ST. LOUIS TERMINALS CORPORATION 1959 OKLAHOMA

STATE OF Oklahoma:

COUNTY OF Oklahoma:

On this 26th day of July, A.D., 1982, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared R. E. Lee whose address is 3080 LIBERTY TOWER, OKLA. CITY, OK 73102 to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said instrument as his free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (SEAL)

November 1, 1984
My Commission Expires:

Mary L McMananan
2190 Liberty Tower, Okla City, OK
Address

STATE OF _____:

COUNTY OF _____:

On this ____ day of _____, A.D., 198__, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared _____ whose address is _____ to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed, executed and delivered said instrument as _____ free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (SEAL)

My Commission Expires:

Address

This Instrument drafted by:
Northern Natural Gas Company
2223 Dodge Street
Omaha, Nebraska 68102
Division of InterNorth Inc.

Alan D. Wurtz
R/W Agent Alan D. Wurtz

CUSTER COUNTY No. 5614

Nov ..r 12, 1981
Rev...on - 1

NORTHERN NATURAL EASEMENT TAP CLAUSE

EXHIBIT "A"

As part of the initial consideration to be paid or made available to Grantor for the right-of-way granted hereunder, Grantor shall be entitled to natural gas service through a single tap (small rural delivery point and measuring station) mounted on the pipeline constructed hereunder, subject to the following terms and conditions:

1. Grantor shall direct his request for service to the gas utility entity rendering (or willing to render to Grantor) gas service in the county or counties within which this easement lies.

2 Such request shall be in writing and utilize Grantee's form which may affect gas quality and pressure limitations, as completed and submitted by the said utility.

3. The utility shall then submit to Grantee an application for such service to Grantor. Grantee will review the request in the light of then existing applicable governmental regulations and Grantee's then existing tariff, and if it meets or complies with the standards and conditions of such regulations and tariff, submit the request along with others submitted by utilities served by Grantee, to the federal governmental agency having jurisdiction. Grantee may hold such application until the number of similar applications which Grantee regards as sufficient to justify the necessary administrative processing have been received.

4. Grantee's service rendered through the tap, although for the specific benefit of Grantor, shall be wholesale service to the utility sponsoring Grantor's request.

5. Upon receipt of regulatory approval, in form and content acceptable to Grantee, Grantee will, at its expense, install the tap upon its pipeline. Grantee reserves the right to select the location for the tap on Grantor's property, although it will give consideration to Grantor's requested location. No costs associated with the tap and the service furnished through it, other than for the tap installation itself, will be paid by Grantee.

6. All gas provided hereunder shall be for Grantor's personal domestic and agricultural (including irrigation) uses only and may not be resold by Grantor and may only be used on the above-described premises.

7. Grantee reserves the right, without further obligation, to abandon or interrupt its use of the pipeline on which the tap is mounted, or to transport through the pipeline substances which are not suitable for Grantor's use.

0060V

CUSTER COUNTY
No. 5614

#41

Form # 2911
9/72

BOOK 568 PAGE 841

Line # _____
Tract # 41-4166

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Lee-St. Louis Terminals, Inc.
2190 Liberty Towers
Oklahoma City, Oklahoma

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt of Ten & no/100---------- Dollars ($ 10.00) of which is hereby acknowledged, do hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Division of InterNorth, Inc. a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate pipelines, and appurtenances thereto, on, over, under and through the following described land situated in the County of Custer and State of Oklahoma, to-wit:

Southwest Quarter (SW/4) Section Seventeen (17), Township Fourteen North (T14N), Range Twenty West (R20W).

This easement is for two pipelines only, one 8" transmission line and a 4" line to connect the Lee "A" 1-18 Well.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, Division of InterNorth, Inc. its successors and assigns, together with the right of ingress to and egress from said land, for the purpose of constructing, operating, inspecting, repairing, maintaining and replacing, re-sizing, or removing the property 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 Grantor hereby granting the uses herein specified without divesting Grantor of the rights to use and enjoy said above-described land for agricultural, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement over or in proximity to any pipeline or appurtenance constructed hereunder 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 the Grantee will bury all line pipe to provide a minimum cover of 48 inches except in rock where a minimum cover of 18 inches will be provided.

3. 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 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.

4. 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.

5. That in the event the Grantee or its assigns shall at any time construct one or more additional lines of pipe upon the above-described land, the then owner of the land subject to this easement shall be entitled to receive an additional consideration of _____ for each pipeline so constructed, plus damages as provided for in Paragraph 3 above.

6. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests meet to the fee simple title.

State of Oklahoma, Custer County ss. Filed JUL 28 1983 at 8:47 a.m.
Recorded in Book 568 Page 841-43 Calvin Klein, County Clerk
Grantor Grantee Numerical By Barbara Lail Deputy

CUSTER COUNTY No. 10487

7. That the rights of the Grantee may be assigned in whole or in part.

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

9. Gas tap clause added as Exhibit "A" and made a part hereof.

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, successors and assigns of the parties hereto.

Dated this 23 day of May, 1983.

R. E. Lee

Dan L. Smith
Secretary

STATE OF Oklahoma:

COUNTY OF Oklahoma:

On this 23 day of May, A.D., 1983, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared R. E. Lee whose address is 2080 Liberty Tower, Okla City, Okla 73102 to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said instrument as his free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (S E A L)

November 19, 1983
My Commission Expires:

Inez O. Boyce
Okla. City Okla.
Address

STATE OF Oklahoma:

COUNTY OF Oklahoma:

On this 23rd day of May, A.D., 1983, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared Dan L. Smith whose address is 2190 Liberty Tower, Okla. City, OK 73102 to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said instrument as his free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (S E A L)

November 1, 1984
My Commission Expires:

Mary J. McKinnaman
Okla. City, OK
Address

This instrument drafted by:
Northern Natural Gas Company
2223 Dodge Street
Omaha, Nebraska 68102
Division of InterNorth, Inc.

Alan D. Wurtz
R/W Agent Alan D. Wurtz

CUSTER COUNTY No 10487

527

November 12, 1981
Revision - 1

EXHIBIT "A"

NORTHERN NATURAL EASEMENT TAP CLAUSE

As part of the initial consideration to be paid or made available to Grantor for the right-of-way granted hereunder, Grantor shall be entitled to natural gas service through a single tap (small rural delivery point and measuring station) mounted on the pipeline constructed hereunder, subject to the following terms and conditions:

1. Grantor shall direct his request for service to the gas utility entity rendering (or willing to render to Grantor) gas service in the county or counties within which this easement lies.

2 Such request shall be in writing and utilize Grantee's form which may affect gas quality and pressure limitations, as completed and submitted by the said utility.

3. The utility shall then submit to Grantee an application for such service to Grantor. Grantee will review the request in the light of then existing applicable governmental regulations and Grantee's then existing tariff, and if it meets or complies with the standards and conditions of such regulations and tariff, submit the request along with others submitted by utilities served by Grantee, to the federal governmental agency having jurisdiction. Grantee may hold such application until the number of similar applications which Grantee regards as sufficient to justify the necessary administrative processing have been received.

4. Grantee's service rendered through the tap, although for the specific benefit of Grantor, shall be wholesale service to the utility sponsoring Grantor's request.

5. Upon receipt of regulatory approval, in form and content acceptable to Grantee, Grantee will, at its expense, install the tap upon its pipeline. Grantee reserves the right to select the location for the tap on Grantor's property, although it will give consideration to Grantor's requested location. No costs associated with the tap and the service furnished through it, other than for the tap installation itself, will be paid by Grantee.

6. All gas provided hereunder shall be for Grantor's personal domestic and agricultural (including irrigation) uses only and may not be resold by Grantor and may only be used on the above-described premises.

7. Grantee reserves the right, without further obligation, to abandon or interrupt its use of the pipeline on which the tap is mounted, or to transport through the pipeline substances which are not suitable for Grantor's use.

0060V

CUSTER COUNTY
No. 10497

#42

AO

Return Envelope

Transok Gas Transmission Co.
P.O. Box 3008
Tulsa, Oklahoma 74101

BOOK 886 PAGE 769

Co. Agent Rex Bynum
LINE No. Gath TRACT No. 1 AFE 90167

PIPELINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Lee-St. Louis Terminals, Inc.

hereinafter referred to as "Grantor", for the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys and warrants unto TRANSOK GAS TRANSMISSION COMPANY, a Corporation, its successors and assigns, hereinafter referred to as "Grantee", the perpetual right, privilege and authority to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline and valves, fittings, devices for controlling electrolysis and to clean the pipeline interior, other necessary appurtenances above or below ground and suitable markers to mark the location of the pipeline for the transportation of oil, gas and the products thereof, over, through, upon, under and across land situated in Custer County, State of Oklahoma, to-wit:

The South Half (S½) of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

This easement is for one pipeline only.

Also granting said Grantee 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 pipeline and appurtenances of the Grantee located thereon in whole or in part. Grantor to have the right to fully use and enjoy the above described premises, except as to the rights herein granted, and Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering work, or other structure both above and below surface of said pipeline right-of-way.

It is further agreed as follows:

1. That during construction the Grantee will bury the pipeline to provide a minimum cover of 48 inches except in rock where a minimum cover of 24 inches will be provided, and excepting all appurtenances that by their nature are above ground.
2. That during construction, repairing or removal of any pipeline the Grantee may utilize additional land on either side of the easement strip necessary for working space.
3. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's pipeline, and shall thereupon be established as being 25 feet on the North side and 25 feet on the South side of the centerline thereof.
4. That Grantee will pay for any damages to Grantors growing crops, grasses, trees, shrubbery, fences, building, 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 obstruction on said right-of-way that might interfere with the operations or maintenance of Grantee's facilities.
5. That Grantee will restore the surface to its original contour as nearly as practicable to which was damaged by construction, maintenance or operation of said pipeline under or through 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 interest bear to the fee simple title.
7. That the right of the Grantee may be assigned in whole or in part.

This instrument and the covenants and agreements herein contained shall inure to the benefits of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Call "OKIE ONE CALL" and/or Grantee prior to excavating.

State of Oklahoma, Custer County, ss. Filed MAR 22 1993 at 8:50 am
Recorded in Book 886, Page 769-770 Connie Harris, County Clerk
Grantor Grantee Numerical By Debra A Knapp Deputy

AFTER RECORDING
RETURN TO:
TRANSOK INC
P O BOX 3008
TULSA OK 74101-3008
ATTN: CORPORATE RECORDS

6/86 R/W 2

CUSTER COUNTY No. 1750

533

SIGNED AND DELIVERED THIS February 19, 1993

ATTEST: Alan L. Smith

LEE-ST. LOUIS TERMINALS, INC.

BY: M. S. Lee

Jerri U Roper

(Individual Acknowledgment)

STATE OF OKLAHOMA, County of _____, ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

My Commission expires _____ _____ Notary Public

(Individual Acknowledgment)

STATE OF OKLAHOMA, County of _____, ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

My Commission expires _____ _____ Notary Public

(Individual Acknowledgment)

STATE OF OKLAHOMA, County of _____, ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

My Commission expires _____ _____ Notary Public

(Corporate Acknowledgment)

STATE OF OKLAHOMA, County of OKLAHOMA, ss.
The foregoing instrument was acknowledged before me this 19th day of February, 1993,
by M. S. Lee President
of Lee-St. Louis Terminals, Inc.
a corporation, on behalf of the corporation.

My Commission expires July 3, 1995 _____ Notary Public

CUSTER COUNTY No. 1750

APPROVED-LAW DEPT.

AFTER RECORDING
RETURN TO:
TRANSOK INC
P O BOX 3629
TULSA OK 74101-3629
ATTN: CORPORATE RECORDS

$10

Return envelope

Transuk Gas Transmission Co.
P.O. Box 3008
Tulsa, Oklahoma 74101

BK886PG771

Co. Agent Rex Bynum
LINE No. Gath TRACT No. 1 AFE IN90169

#43

PIPELINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Lee St. Louis Terminals, Inc.

hereinafter referred to as "Grantor", for the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys and warrants unto TRANSOK GAS TRANSMISSION COMPANY, a Corporation, its successors and assigns, hereinafter referred to as "Grantee", the perpetual right, privilege and authority to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipeline and valves, fittings, devices for controlling electrolysis and to clean the pipeline interior, other necessary appurtenances above or below ground and suitable markers to mark the location of the pipeline for the transportation of oil, gas and the products thereof, over, through, upon, under and across land situated in Custer County, State of Oklahoma, to-wit:

The South Half (S½) of Section 17, Township 14 North, Range 20 West.

This easement is for one pipeline only.

Also granting said Grantee 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 pipeline and appurtenances of the Grantee located therein in whole or in part. Grantor to have the right to fully use and enjoy the above described premises, except as to the rights herein granted, and Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering work, or other structure both above and below surface of said pipeline right-of-way.

It is further agreed as follows:

1. That during construction the Grantee will bury the pipeline to provide a minimum cover of 48 inches except in rock where a minimum cover of 24 inches will be provided, and excepting all appurtenances that by their nature are above ground.
2. That during construction, repairing or removal of any pipeline the Grantee may utilize additional land on either side of the easement strip necessary for working space.
3. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's pipeline, and shall thereupon be established as being 25 feet on the Easterly side and 25 feet on the Westerly side of the centerline thereof.
4. That Grantee will pay for any damages to Grantors growing crops, grasses, trees, shrubbery, fences, building, 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 obstruction on said right-of-way that might interfere with the operations or maintenance of Grantee's facilities.
5. That Grantee will restore the surface to its original contour as nearly as practicable to which was damaged by construction, maintenance or operation of said pipeline under or through 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 interest bear to the fee simple title.
7. That the right of the Grantee may be assigned in whole or in part.

This instrument and the covenants and agreements herein contained shall inure to the benefits of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

CUSTER COUNTY No. 1751

Call "OKIE ONE CALL" and/or Grantee prior to excavating.

State of Oklahoma, Custer County, ss. Filed MAR 22 1993 at 8:41 am
Recorded in Book 886, Page 771-773, Connie Harris, County Clerk
Grantor Grantee Numerical By Debra A. Daggs Deputy

AFTER RECORDING RETURN TO:
TRANSOK INC
P O BOX 3008
TULSA OK 74101-3008
ATTN: CORPORATE RECORDS

6/86 R/W 2

535

SIGNED AND DELIVERED THIS 19th of February, 19 93

ATTEST: LEE-ST. LOUIS TERMINALS, INC.

By: M. S. Lee

By: Gabriel Rogers

(Individual Acknowledgment)

STATE OF OKLAHOMA, County of _____, ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____.

My Commission expires _____ _____
Notary Public

(Individual Acknowledgment)

STATE OF OKLAHOMA, County of _____, ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____.

My Commission expires _____ _____
Notary Public

(Individual Acknowledgment)

STATE OF OKLAHOMA, County of _____, ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____.

My Commission expires _____ _____
Notary Public

(Corporate Acknowledgment)

STATE OF OKLAHOMA, County of OKLAHOMA, ss.
The foregoing instrument was acknowledged before me this 19th day of February, 19 93,
by M. S. Lee President
of Lee-St. Louis Terminals, Inc.
a corporation, on behalf of the corporation.

My Commission expires July 3, 1995 Beverly Hughes
Notary Public

CUSTER COUNTY No. 1751

AFTER RECORDING RETURN TO: TRANSOK INC P O BOX 3108 TULSA OK 74101-3108 ATTN CORPORATE RECORDS

APPROVED-LAW DEPT.

#44

1108 683

State of Oklahoma, Custer County, as. Filed AUG 09 2000 at 8:55am
Recorded in Book 1108 Pages 683-685 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie Markum Deputy

RIGHT OF WAY GRANT

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

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **Lea-St. Louis Terminals, Inc.**, whose address is 1024 N.W. 71st Street, Oklahoma City, Okla., 73116 , hereinafter referred to as GRANTOR, (whether one or more), does hereby grant, bargain, sell and convey unto **TRANSOK GAS GATHERING, LLC, a Delaware Limited Liability Company**, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit:

SOUTHWEST QUARTER

Section 17 , Township 14N , Range 20W

Easement includes a 10' X 10' above ground valve site, at tie-in with existing pipeline

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within, said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

CUSTER COUNTY NO 4755

00800A01 AFE Tract 2 Draft RW# 101702

ENOGEX INC.
Post Office Box 24300 Right-of-Way
Oklahoma City, OK 73124-0300

EXECUTED this the 8th day of June, 2000.

M. L. Lee, Pres.
Lee DC Terminals, Inc.
Formerly LEE-ST LOUIS TERMINALS, INC

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

This instrument was acknowledged before me on _____ by LEE-ST. LOUIS TERMINALS, INC..

Notary Public

My commission expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on June 8, 2000 by M. L. Lee as President of Lee D.C. Terminals, Inc., formerly Lee-St Louis Terminals, Inc

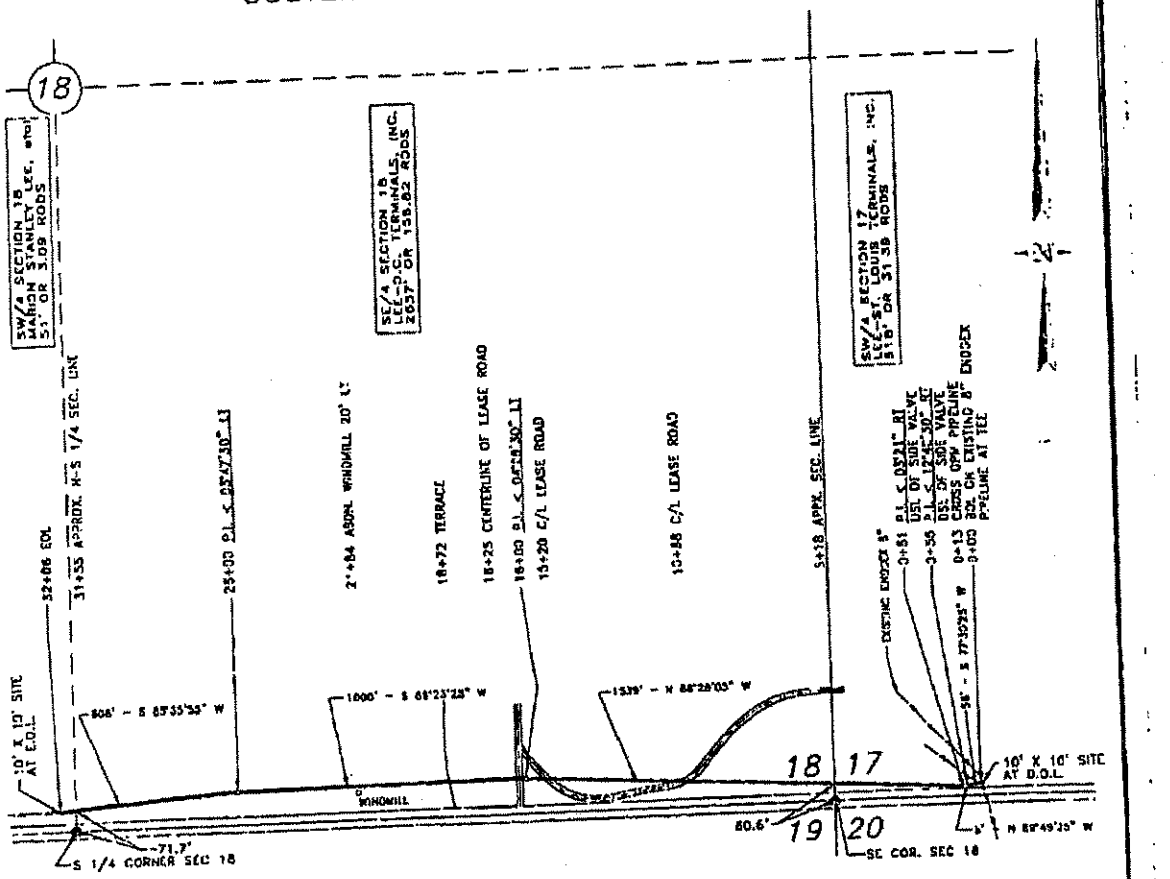
Donna Long
Notary Public

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10-15-01

My commission expires

AFE prpr 00800A01 Tract 2 Draft R/W # 101702

SECTION 17 & 18, T 14 N–R 20 W
CUSTER COUNTY, OKLAHOMA



I, JOHNNY W. LAU, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THE ABOVE PLAT TO BE A TRUE AND ACCURATE REPRESENTATION OF AN ACTUAL ON THE GROUND SURVEY.

J. W. Lau 05/18/00
DATE

JOHNNY W. LAU
OKLAHOMA R.P.L.S. NO.: 1509

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHNNY W. LAU
LS 1509
OKLAHOMA

R/W 101702

TRANSOK
TRANSOK, L.L.C.

ENOGEX
An OGE Energy Corp. Company

PRELIMINARY
6" LINE FROM LEE TO RED MOON 8" LATERAL
SEC's. 17 & 18, T 14 N – R 20 W
CUSTER COUNTY, OKLAHOMA

REV.	DESCRIPTION

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2108 / (800) 242-2108
C.A. NO.: 2329 (OK) EXP. DATE: JUNE 30, 2001

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. H.E.B.	ENGR.		
CH.	CH.		
DATE 5-18-00	APP'D		

FILE NAME: TRANSOK\Y2K143\LEE_RED_6HCH
MW #: Y2K143

R/W#101702

CUSTER COUNTY
NO 4755

Box 24300
OKC, OK 73124

State of Oklahoma, Custer County, ss. Filed AUG 15 2001 at 8:41am
Recorded in Book 1140 Page 605-607 Connie Harris, County Clerk
Grantor Grantee Numerical By Valerie M Markum Deputy

1140 605

#45

RIGHT OF WAY GRANT

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

THAT for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **Lee-St. Louis Terminals, Inc.**, whose address is 1024 N.W. 71st Street, Oklahoma City, Okla., 73116 , hereinafter referred to as GRANTOR, (whether one or more), does hereby grant, bargain, sell and convey unto **TRANSOK GAS GATHERING, LLC, a Delaware Limited Liability Company**, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Custer County, Oklahoma to wit:

SOUTHWEST QUARTER AND SOUTHEAST QUARTER

Section 17 , Township 14N , Range 20W

Easement includes a 10' X 10' Above Ground Valve Site at Lee #8-17

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within, said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

AFE # 0181A01 Tract . Draft R.W.# 102969

CUSTER COUNTY 4741

EXECUTED this the 8th day of August, 2001.

LEE-ST LOUIS TERMINALS, INC

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on August 8, 2001 by LEE-ST. LOUIS TERMINALS, INC..

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/01

Donna Long
Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

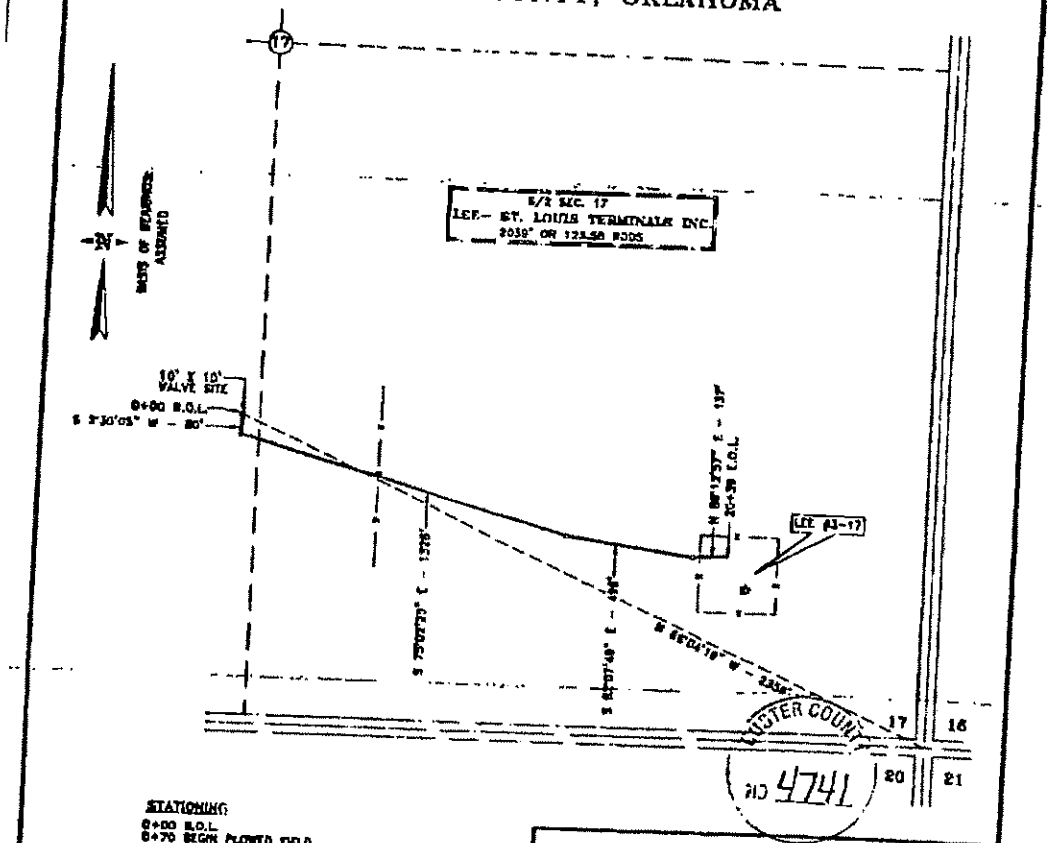
This instrument was acknowledged before me on August 8, 2001 by M. S. Lee as President of Lee St Louis Terminals, Inc.

Donna Long
Notary Public

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/01

AFE #01871A01 Tract Draft R/W # 102969

S/2 SECTION 17
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA



ID 4741

STATIONING

0+00 B.O.L.
0+70 BEGIN PLOWED FIELD
0+80 P.I. < 18°32'14" LT.
8+31 FENCE, BEGIN PASTURE
14+04 P.I. < 7°05'29" LT.
18+62 P.I. < 11°38'16" LT.
19+39 NOT WIRE WELL PAD FENCE
19+47 TOP EW BANK
20+39 E.O.L.

TRANSOK LLC — **ENOGEX** An OGE Energy Corp. Company

PRELIMINARY
LEE #3-17
S/2 SECTION 17,
T 14 N – R 20 W, I.M.
CUSTER COUNTY, OKLAHOMA

0183A01/0462

DRAFTING	ENGINEERING	DATE	SCALE: 1" = 500'
DWN. V.B.	ENGR.		
CK.	CK.		
DATE 7-30-01	APP'D.		16 E769

MIDWEST INSPECTION SERVICES
P.O. BOX 748, ELK CITY, OK, 73648
(580) 225-2106 / (800) 242-2108
C.A. NO.: 2320 (OK) EXP. DATE: JUNE 30, 2003

FILE NAME: ENOGEX\01-244\LEE_3-17 JW #: 01-244

BOOK 1181 PAGE 354

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

ONEOK FIELD SERVICES COMPANY
2000 N. HWY. 81
RT. 1, BOX 125
KINGFISHER, OK 73750
ATTN: TOM DANIEL

AFE: 074.111.4211.010103
Job Name:Lee #5-17
Tract 1

STATE OF { Oklahoma)
COUNTY OF {Custer)

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma , To wit:

A strip of land 50' wide across the West Half of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

State of Oklahoma, Custer County, ss. Filed OCT 1 5 2012 at 8:12am
Recorded in Book 1181, Page 354-57 Connie Harris, County Clerk

CUSTER COUNTY
No. 6082

351

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 25th day of July 2002.

LANDOWNER'S SIGNATURE

M S Lee, President

LEE OC TERMINALS, INC.

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

Notary Public

Typed or printed name of Notary Public

State of _____
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

Notary Public

Typed or printed name of Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma _____

(corporate)

On this 25 day of July, 2002, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires:

NOTARY PUBLIC SEAL — DONNA LONG, Oklahoma County, Notary Public in and for State of Oklahoma, My commission expires 10/15/05.

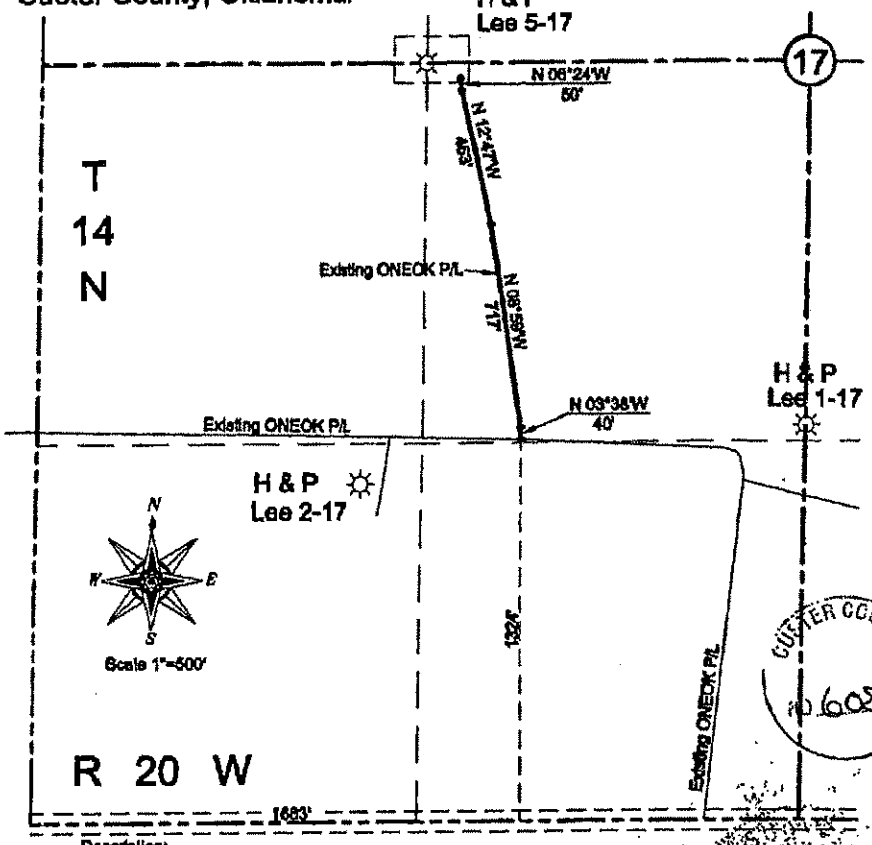
Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.
18. DO NOT CUT FENCE. DIG UNDER IT..

Existing ONEOK Field Services Company pipeline in the SW Quarter of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Description:

Being a 25 foot permanent easement for a ONEOK Field Services Co. pipeline described as follows:

Beginning at a point 1683 feet East and 1324 feet North of the SW Corner of Section 17, T-14-N, R-20-W, of the I.M., Custer County Oklahoma, thence N 03°38'W a distance of 40 feet, thence N 03°38'W a distance of 717 feet, thence N 12°47'W a distance of 453 feet, thence N 06°24'W a distance of 50 feet to the End.

Survey made from lines of occupation. This does not represent a boundary survey.

CUSTER COUNTY
16082

Revisions	ONEOK FIELD SERVICES	Date: 8-27-2002
		074.111.4211.0100
		H&P/Lee 5-17
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20B

BOOK 1187 PAGE 154

#47

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return To:
Oneok Field Services Company
2005 West Foreman Rd.
El Reno, OK 73036
Attn: Tom Daniel

AFE: 061.010.4211.010011
Job Name: Lee #7-17
Tract 1

STATE OF { Oklahoma)
COUNTY OF {Custer)

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma, To wit:

A strip of land 50' wide across the Northwest Quarter & Southwest Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

State of Oklahoma, Custer County, ss. Filed DEC 1 1 2002 at 8:41 a.m.
Recorded In Book 1187 Page 154-157 Connie Harris, County Clerk
Grantor Grantee Numerical By Karen Fry Deputy

CUSTER COUNTY
NO. 7341

555

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 4th day of ~~November~~ December 2002.

LANDOWNER'S SIGNATURE

M S Lee
LEE OC TERMINALS, INC. President

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

State of _____
County of _____

(individual)

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma _____

(corporate)

On this 4th day of December, 2002, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals, Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires: _____

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/09

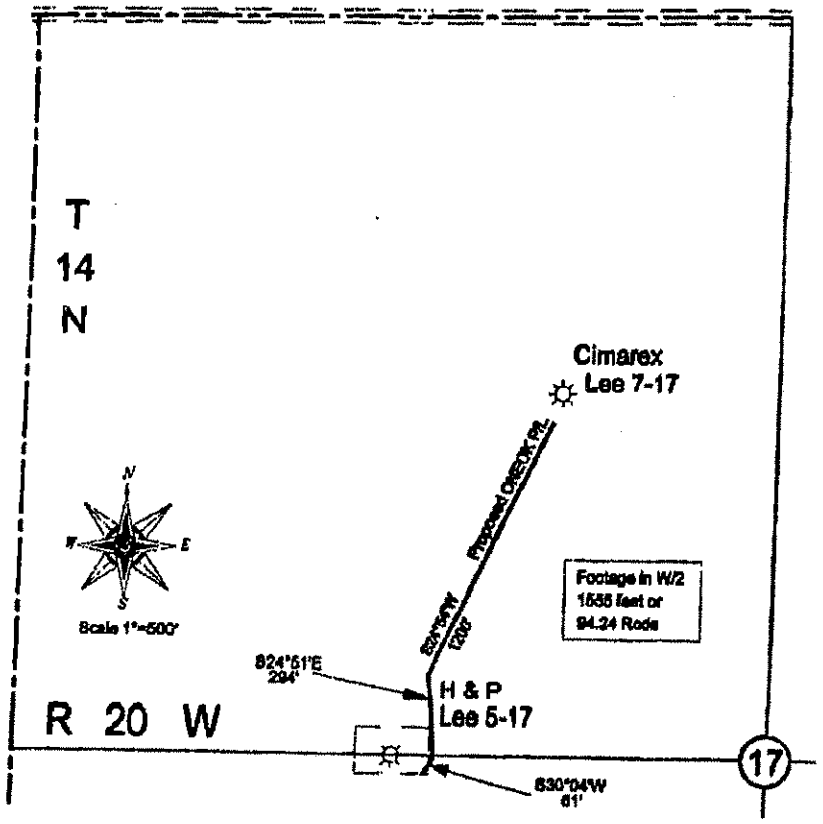
Donna Long
Notary Public

Donna Long
Typed or printed name of
Notary Public

BOOK 1187 PAGE 156

Exhibit "A"

Proposed ONEOK Field Services Company pipeline in the West Half of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 10-18-2002
		061.010.4211.010011
		Cimarex/Lee 7-17
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20J

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. NO FENCES ARE TO BE CUT. CONTRACTOR WILL DITCH UP TO FENCE, AND MOVE EQUIPMENT AROUND TO OTHER SIDE, TO CONTINUE.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

GREEN COUNTY
NO. 2341

#148

I-2003-001069 Book 1194 Pg: 280
02/21/2003 9:19 am Page(s) 280-283
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return To:
Oneok Field Services Company
2005 West Foreman Rd.
El Reno, OK 73036
Attn: Tom Daniel

AFE: 074.111.4211.010141
Job Name:Carpenter #1-8
Tract 2

STATE OF (Oklahoma)
COUNTY OF (Custer)

14/15

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma , To wit:

A strip of land 50' wide across the Northwest Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

I-2003-001069 Book 1194 Pg: 281
02/21/2003 9:18 am Page(s) 280-283
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 13 day of February 2003.

LANDOWNER'S SIGNATURE

x M. S. Lee

LEE OC TERMINALS, INC.
M. S. Lee, President

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this _____ day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of Notary Public

State of _____
County of _____

(individual)

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma _____

(corporate)

On this 13th day of February, 2003, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires: _____

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My Commission Expires 10/15/05

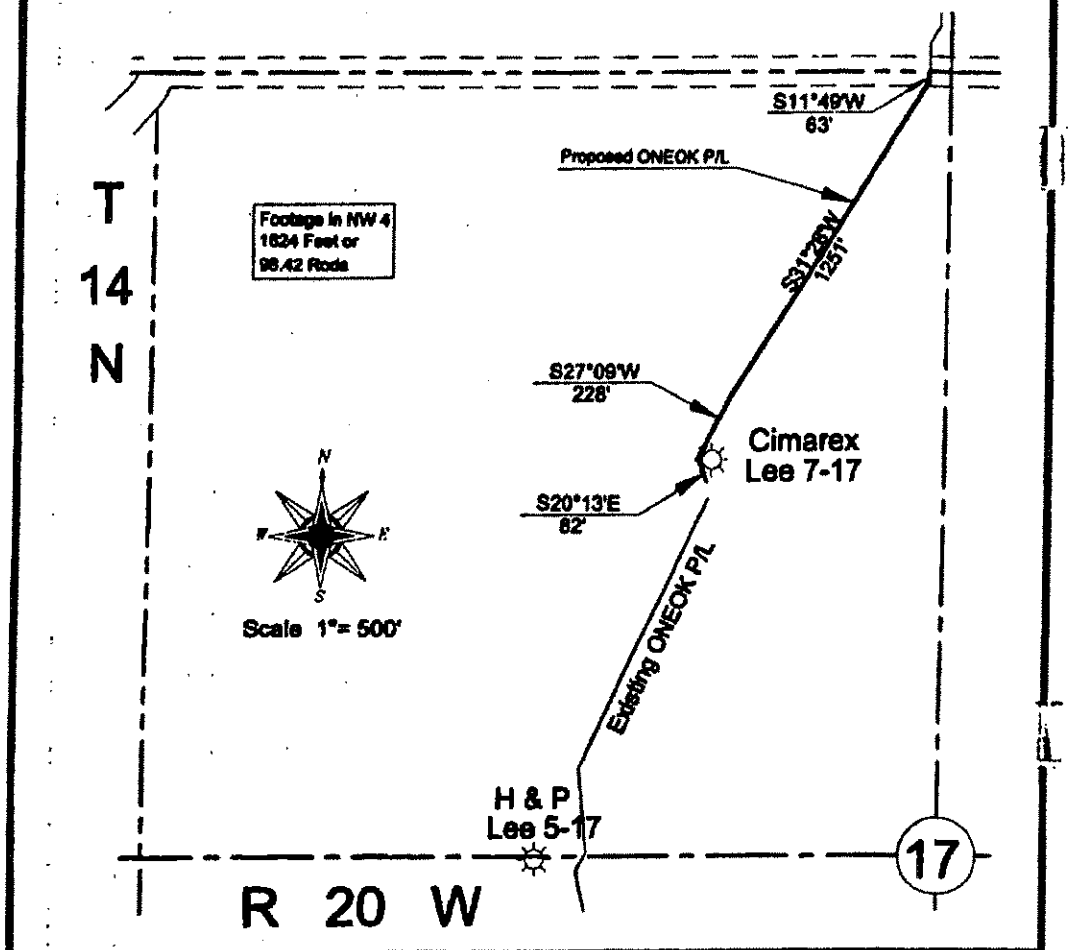
Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

I-2003-001089 Book 1194 Pg: 282
02/21/2003 9:19 am Page(s) 280-283
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "A"

Proposed ONEOK Pipeline in NW 4 of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 1-31-2003
		074.111.4211.010141
		Cimarex / Carpenter 1-8
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010	File Name: 814N20W

I-2003-001089 Book 1194 Pg 283
02/21/2003 9:19 am Page(s) 280-283
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. ~~All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.~~ No Fences To be cut. Access Through gates by road crossing. RB
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

I-2003-002571 Book 1201 Pg. 637
04/25/2003 8.21 am Page(s) 637-640
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#49

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return To:
ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057-0846
Attn: Tom Daniel

AFE: 061.010.4211.010017
Job Name:Lee #8-17
Tract 1

STATE OF (Oklahoma)
COUNTY OF (Custer)

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma , To wit:

A strip of land 50' wide across the Southwest Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

I-2003-002571 Book 1201 Pg: 638
04/25/2003 8:21 am Page(s) 637-640
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 10th day of April 2003.

LANDOWNER'S SIGNATURE

M. Stanley Lee

LEE OC TERMINALS, INC.

By: M. Stanley Lee, President

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this _____ day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.

My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of Notary Public

State of_____
County of_____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.

My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma_____

(corporate)

On this 10 day of April, 2003, before me, Notary Public in and for said County and State, personally appeared M. Stanley Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

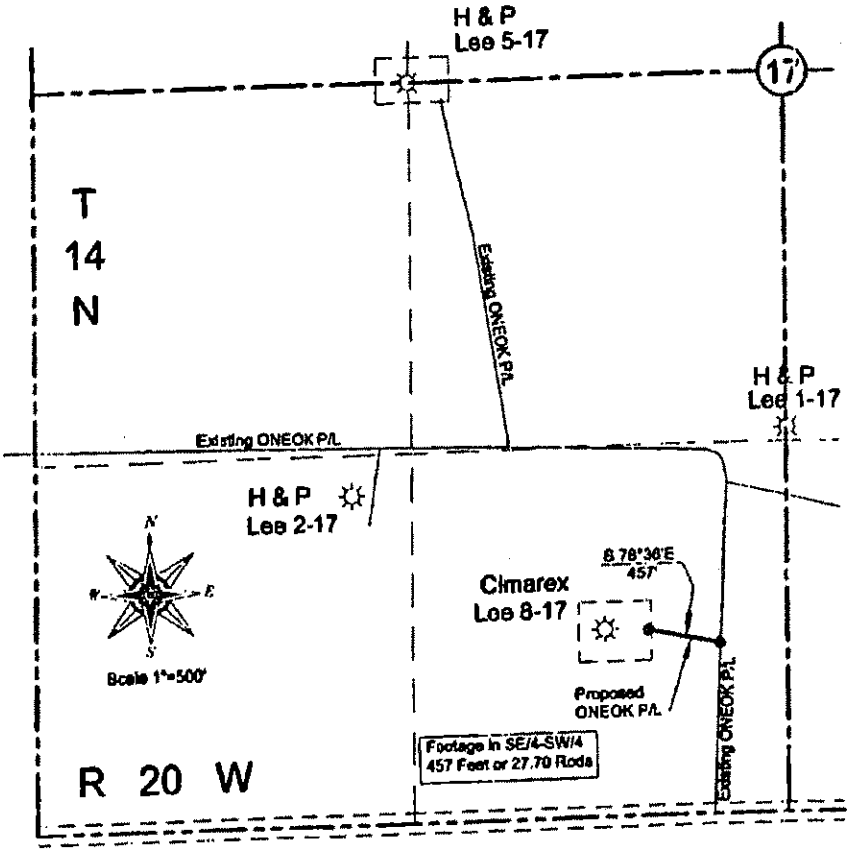
I-2003-002571 Book 1201 Pg: 636
04/25/2003 8 21 am Page(s) 637-640
Fee: $ 19 00 Doc $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

Proposed ONEOK Field Services Company pipeline in the SW Quarter of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.

I-2003-002571 Book 1201 Pg: 640
04/25/2003 8:21 am - Page(s) 637-640
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma



Survey made from lines of occupation. This does not represent a boundary survey.

Alan L. Waggoner

Revisions	ONEOK FIELD SERVICES	Date: 4-3-2003
		074.111.4211.0100
		H&P/Lee 8-17
		Disk # C:\acadr14\
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20B

I-2003-005235 Book 1214 Pg: 18
08/11/2003 8:45 am Page(s) 018-021
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#50

Ret. — ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF { Oklahoma)
COUNTY OF {Custer)

ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057-0846
Attn: Tom Daniel

AFE: 074.111.4211.010175
Job Name:Lee #9-17
Tract 1

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

(4)

14/5

State of Oklahoma, To wit:

A strip of land 50' wide across the Southeast Quarter and Southwest Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

Survey attached as Exhibit "A", and A-1, and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

I-2003-005235 Book 1214 Pg: 19
08/11/2003 8:45 am Page(s) 018-021
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 1st day of ~~June~~ July 2003.

LANDOWNER'S SIGNATURE

LEE OC TERMINALS, INC.
By: M.S. Lee, President

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this _____ day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

Notary Public

Typed or printed name of Notary Public

State of_____
County of_____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

Notary Public

Typed or printed name of Notary Public

STATE OF Oklahoma
COUNTY OF Oklahoma

(corporate)

On this 1 day of July, 2003, before me, Notary Public in and for said County and State, personally appeared M. Stanley Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

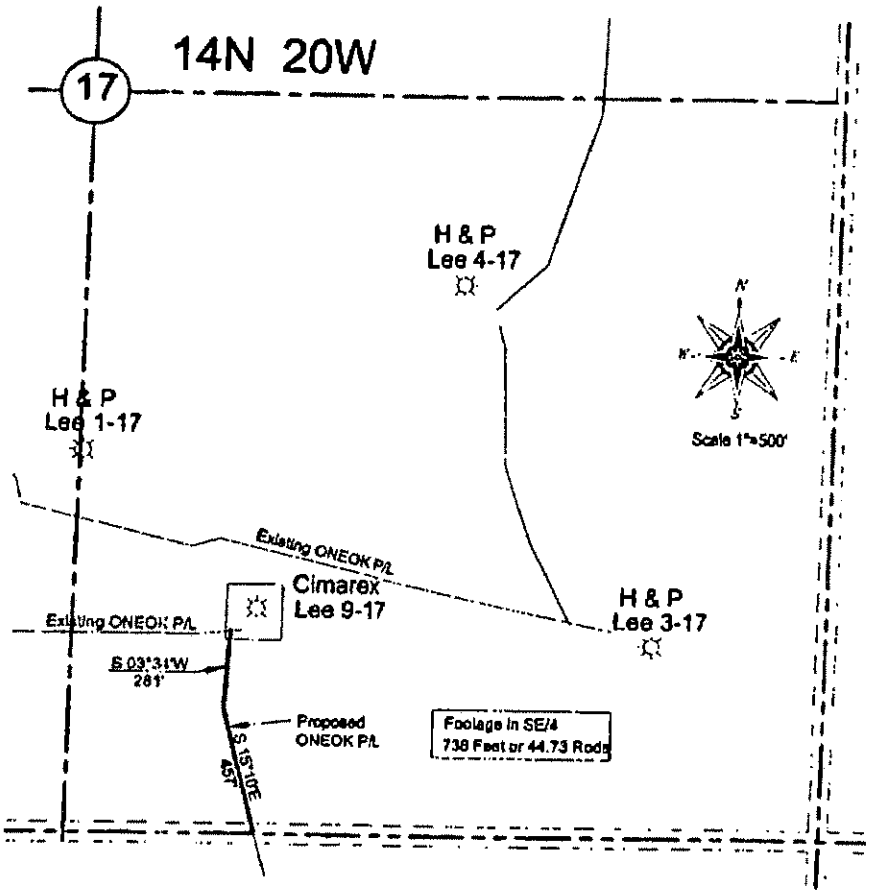
I-2003-005235 Book 1214 Pg: 20
08/11/2003 8:45 am Page(s) 018-021
Fee: $ 18.00 Doc: $ 0.00
Connie Harris - Cutter County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. THE FENCE ON THE COUNTY ROAD IS NOT TO BE CUT. CONTRACTOR WILL DITCH UP TO FENCE, AND MOVE EQUIPMENT AROUND TO OTHER SIDE, TO CONTINUE.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

I-2003-005235 Book 1214 Pg: 21
08/11/2003 8:45 am Page(s) 018-021
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Proposed ONEOK Field Services Company pipeline in the SE Quarter of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 7-1-2003
		AFE:
		Cimarex/Lee 9-17
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	Disk # C:\Acad
		File Name: 1714N20SE

I-2003-005238 Book 1214 Pg: 22
08/11/2003 8:46 am Page(s) 022-025
Fee: $ 18.00 Doc. $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#71

Ret. — ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF (Oklahoma)
COUNTY OF (Custer)

ONEOK FIELD SERVICES
P.O. Box 846
Mayerville, OK 73057-0846
Attn: Tom Daniel

AFE: 074.111.4211.010176
Job Name:Lee #10-17
Tract 1

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

(H)

14/5

State of Oklahoma , To wit:

A strip of land 50' wide across the Southwest Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

I-2003-005238 Book 1214 Pg: 23
08/11/2003 8:46 am Page(s) 022-025
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 1st day of June July 2003.

LANDOWNER'S SIGNATURE

M. Stanley Lee
LEE OC TERMINALS, INC.
By: M.S. Lee, President

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this ____day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

State of _____
County of _____

(individual)

On this _____day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma_____

(corporate)

On this 1 day of July, 2003, before me, Notary Public in and for said County and State, personally appeared M. Stanley Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Cleveland County
Notary Public in and for
State of Oklahoma
My Commission Expires 10/15/05

Donna Long
Notary Public
Donna Long
Typed or printed name of
Notary Public

572

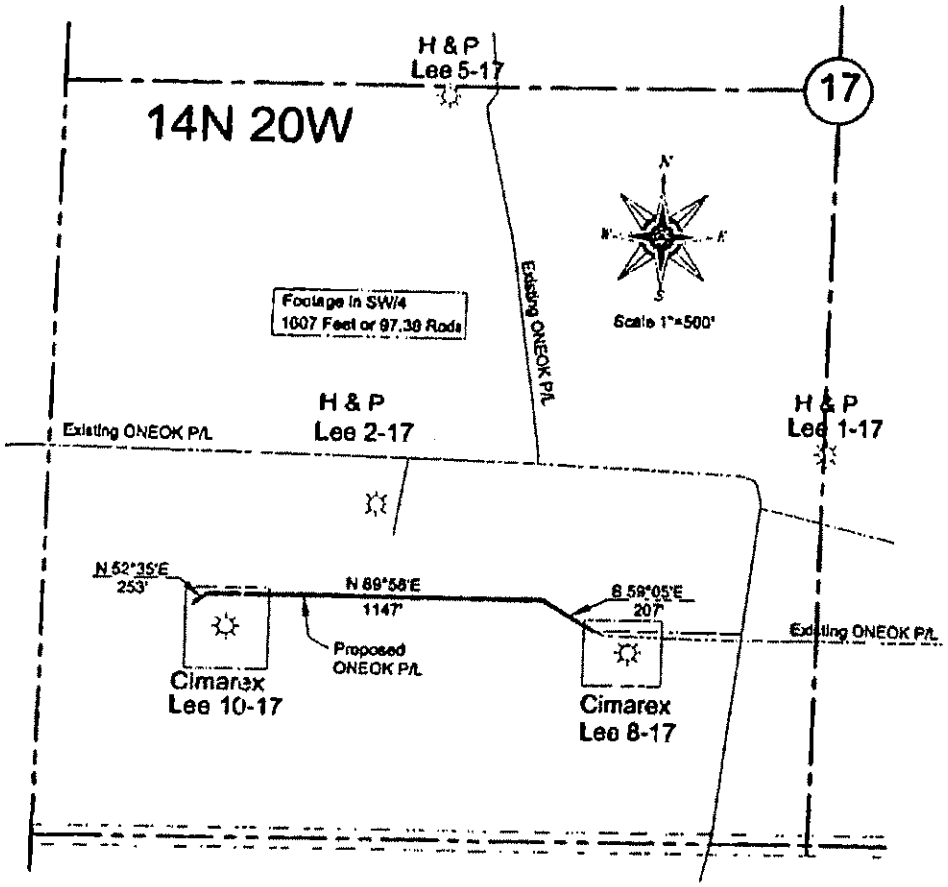
I-2003-0051 Book 1214 Pg: 24
08/11/2003 8:46 am Page(s) 022-025
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Cutler County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

I-2003-005238 Book 1214 Pg: 25
08/11/2003 8:48 am Page(s) 022-025
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Proposed ONEOK Field Services Company pipeline in the SW Quarter of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 7-11-2003
		074.111.4211.010176
		Cimarex/Lee 10-17
		Disk # C:\Acad
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20SW

574

I-2004-001030 Book 1232 Pg: 366
02/27/2004 8:30 am Page(s) 366-369
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#62

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return to:
ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057
Attn: Tom Daniel

STATE OF: (Oklahoma)
COUNTY OF (Custer)

AFE: 074.111.4211.010220
Job Name:Lee #11-17
Tract 1

(4)

14/5

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma, To wit:

A strip of land 50' wide across the Southeast Quarter & Southwest Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements ~~located outside the above described right-of-way~~ and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

CUSTER COUNTY
NO 1030

375

I-2004-001030 Book 1232 Pg: 367
02/27/2004 8:30 am Page(s) 366-369
Fee: $ 18.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 6th day of February 2004.

LANDOWNER'S SIGNATURE

x M S Lee

LEE OC TERMINALS, INC.
M. S. Lee, President

ACKNOWLEDGEMENTS

State of
County of _____ **(individual)**

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ _____
Notary Public

_____
Typed or printed name of
Notary Public

State of_____
County of_____ **(individual)**

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ _____
Notary Public

_____
Typed or printed name of
Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma_____

(corporate)

On this 6 day of Feb, 2004, before me, Notary Public in and for said County and State, personally appeared M S Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires:

Donna Long
Notary Public

NOTARY SEAL PUBLIC
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Typed or printed name of
Notary Public

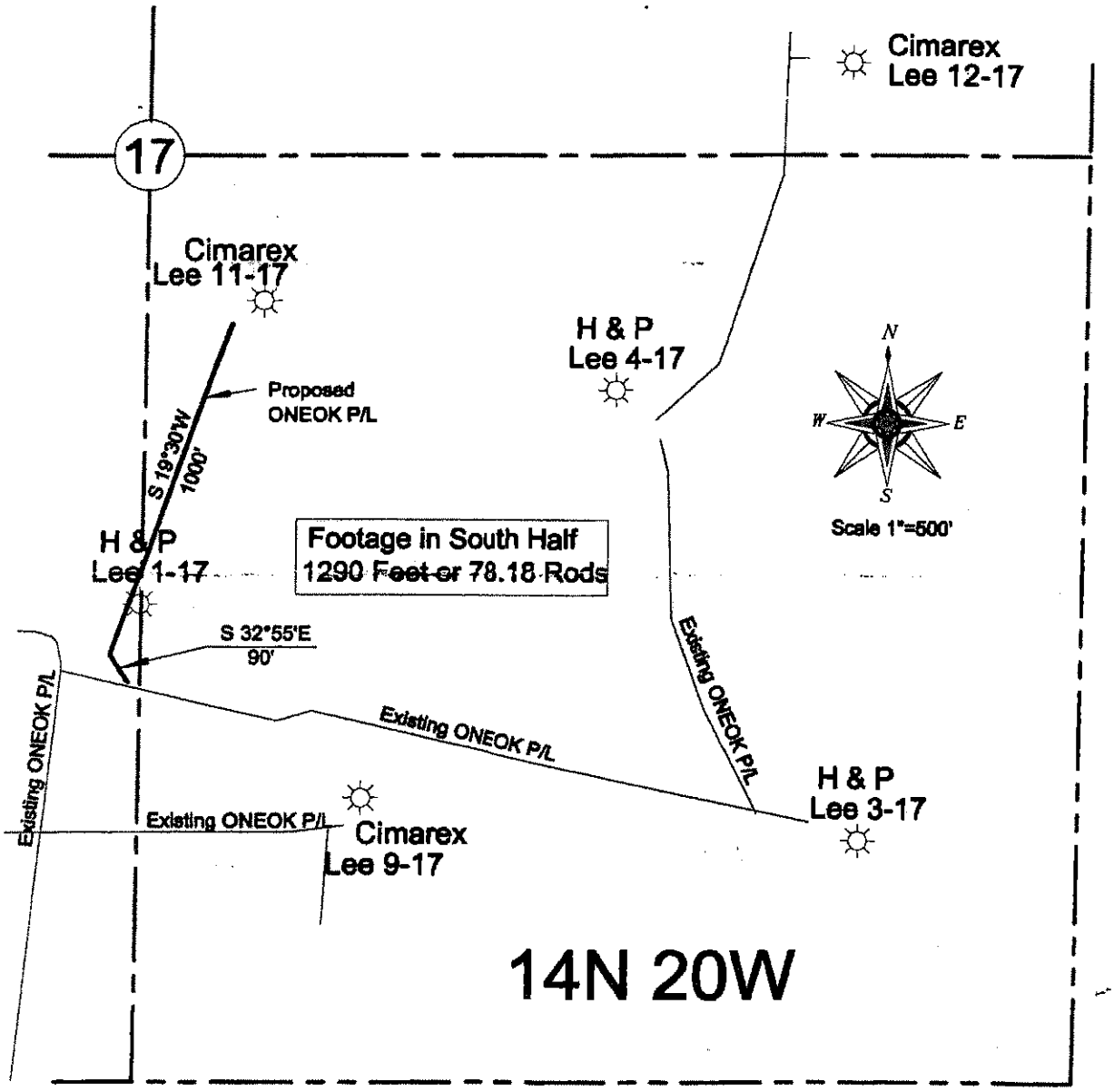
I-2004-001030 Book 1232 Pg: 368
02/27/2004 8:30 am Page(s) 366-369
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

I-2004-001030 Book 1232 Pg: 369
02/27/2004 6:30 am Page(s) 368-369
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Proposed ONEOK Field Services Company pipeline in the South Half of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions		
	ONEOK FIELD SERVICES	Date: 1-22-2004
		074.111.4211.010220
		Cimarex/Lee 11-17
		Disk # D:\AcadR14\
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N2011

CUSTER COUNTY
NO 1030

Ret. Red Star Rural
Water Dist. #2
P.O. Bx 155
Seeley, OK 73654-0155

I-2004-003049 Book 1242 Pg: 311
06/02/2004 8:49 am Pg: 311-311
Fee: $ 0.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#53

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to

Lee O C Terminals, Inc.

hereinafter referred to as GRANTOR, by Rural Water, Sewer, and Solid Waste Management, District No. 2, Roger Mills County, Oklahoma, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water pipeline to have a thirty (30) inch cover, over, across, and through the land of the GRANTOR situate in

Custer County, State of Oklahoma, said land being described as follows:

The NE/4 Section 17, T14N, R20W.I.M. and the NW/4 Section 17, T14N, R20W.I.M.and the SE/4 Section 17, T14N, R20 W.I.M.
~~The SW/4 Section 8, T14N, R20 WIM.~~
The line to run parallel to the north property line of the NW/4 east of highway 34, and parallel to the north property line and the East property line of the NE/4,and parallel to the east property line of the SE/4 all in Section 17, T14N, R20WIM.

The line to run parallel to the west property line east of Highway 34 in Sec. 8, T14N, R20 WIM.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be thirty (30) feet in width, the center line of which is described as follows:

Fifteen (15) feet from the property line, which property line is thirty-three (33) feet from the section line of open roads. Where section line roads are officially closed the section line is the property line. Where a county road does not follow the section line or where a State or U.S. Highway traverses the above land, a like easement is also granted which shall be thirty (30) feet in width, the center line of which is described as follows: fifteen (15) feet

from and parallel to the _____ right-of-way line.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 1ST day of APRIL 2004

CUSTER COUNTY CLERK

Lee OC Terminals, Inc.
By: M S Lee
M. S. Lee, President

STATE OF: INDIVIDUAL ACKNOWLEDGEMENT

Oklahoma, County of Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1 day of april 2004, personnally appeared M. S. Lee

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

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

My commission expires _____,

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
~~Notary Public in and for~~
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

CUSTER COUNTY
NO 3049

I-2004-003858 Book 1244 Pg: 476
06/25/2004 8:28 am Page(s) 476-479
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#74

ONEOK Field Services Company, P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF { Oklahoma }
COUNTY OF { Custer }

Return To:
ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057
Attn: Tom Daniel

AFE: 074,110,420,[illegible]
Cimarex: Lee #14-17
Tract #1

(4)

14/5

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of **Custer** State of **Oklahoma,** To wit:

A strip of land 50' wide during construction reverting to a permanent 25' upon completion of construction across the **NW/4 of Section 17, T14N-R20W.**

See Exhibit "A" and "B" attached hereto and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefore, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

CUSTER COUNTY
NO 3658

I-2004-003658 Book 1244 Pg: 477
06/25/2004 8:28 am Page(s) 476-479
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 9th day of June, 2004.

LANDOWNER'S SIGNATURE

Lee OC Terminals, Inc.

By: M. S. Lee

M. S. Lee, President

ACKNOWLEDGEMENTS

State of OKLAHOMA
County of OKLAHOMA **(Corporate)**

The foregoing instrument was acknowledged before me this 9th day of June, 2004 by M. S. Lee as President of Lee OC Terminals, Inc.

My Commission expires:

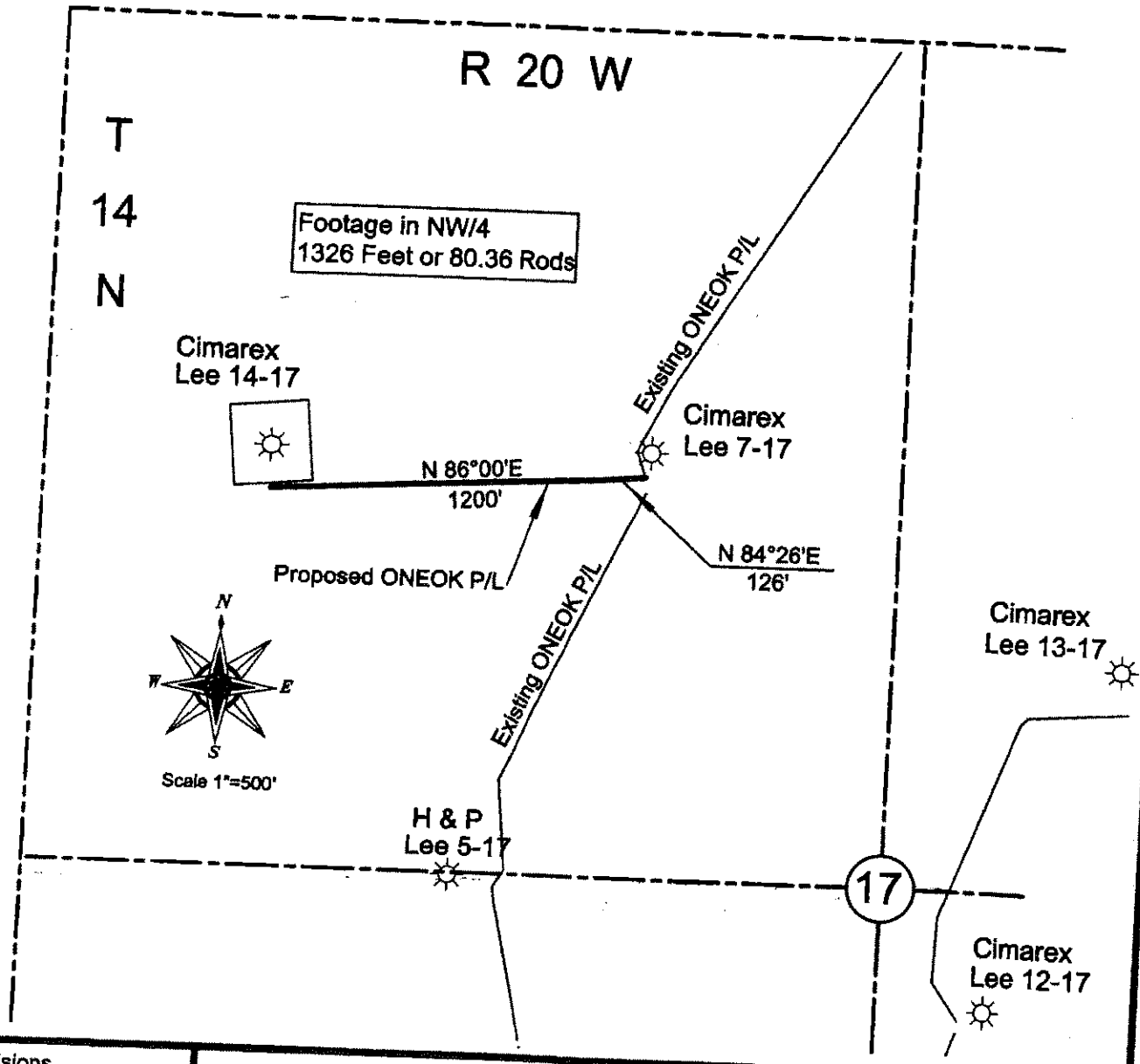
NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public

I-2004-003658 Book 1244 Pg: 478
08/25/2004 8:28 am Page(s) 478-479
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Exhibit A

Proposed ONEOK Field Services Company pipeline in the NW/4 of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 6-7-2004
		Cimarex/Lee 14-17
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	Disk # D:\AcadR14\
		File Name: 1714N20W14

I-2004-003658 Book 1244 Pg: 479
08/25/2004 8:28 am Page(s) 476-479
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Exhibit "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S, or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will me made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

CUSTER COUNTY
NO 3658

8

BOOK 206 PAGE 515

#12

EASEMENT

Know All Men By These Presents

That ..... Robert W. Lee .....

of Custer County, State of Oklahoma, for and in consideration of the sum of .....

..... One and no/100 ..... DOLLARS ($1.00 .....)

and other good, valuable and sufficient consideration paid by the Board of County Commissioners of Custer County, Oklahoma, the receipt of which is hereby acknowledged, has this day granted, bargained, sold and conveyed unto the said Board of County Commissioners of Custer County, Oklahoma, for the use and benefit of Custer County, 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 Custer County, State of Oklahoma, to-wit:

the West 10 feet of the East 43 feet of the ~~SE/4~~ E1/2 Section 17, Township 14 North, Range 20 West, I.M.

and

~~The West 10 feet of the East 43 feet of the E/2 of the E/2 of the NE/4 of Section 17, Town ship 14 North, Range 20 West, IM.,~~

Said Grantor hereby covenants and warrants that at the time of the delivery of these presents

..... that he is .....

the owner of the before described premises in fee simple, that the same are free and clear of all liens and claims whatsoever, and that he will .....

.....

will so long as this easement is in full force and effect defend the same unto the said Board of County Commissioners of Custer County, against all and every person whomsoever claiming the same.

This easement is ganted for the sole purpose of enabling the Board of County Commissioners of Custer County, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain a public road through, along and over the property herein des cribed and enable the said Board of County Commissioners, its officers, agents, contractors and employees to always keep said road open for the use of the public.

IN WITNESS WHEREOF, the grantor herein named has hereunto set his hand and seal this 13 day of Feb 1966

R. W. Lee

By L. E. Hodge, Jr. (Agent)

STATE OF OKLAHOMA, COUNTY OF CUSTER, } ss.

This instrument filed this 20 day of May A. D. 1967 at 10:45 A M and duly recorded in book 206 Page 515-516

M. S. (Dick) ESLICK, County Clerk

By Marie Smith, Deputy

CUSTER COUNTY No. 1549

20

#12

State of Oklahoma
ss.
County of Custer

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 12 day of July 1966, personally appeared Robert W. Lee and

husband ~~and wife~~ to me known to be the identical person ~~(persons)~~ who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

M S Dirt Eslick
~~Notary Public~~
County Clerk

My commission expires ..... day of ..... 19.....

Corporation Acknowledgement

State of Oklahoma, County of Custer, ss.

Before me, the undersigned, a Notary Public in and for said county and state, on this ..... day of ..... 19 ..... personally appeared ..... to me known to be the identical person who subscribed the name of the maker thereof to the forgoing instrument as its ..... and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires ..... 19.....

Notary Public

Acknowledgement by Mark

State of Oklahoma, County of Custer, ss.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this ..... day of ..... 19....., personally appeared ..... and ..... to me known to be the identical person..... who executed the within and foregoing instrument by .... mark, in my presence and in the presence of..... and..... as witnesses, and acknowledged to me that ..... executed the same as..... free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires ..... 19.....

Notary Public

EASEMENT
For
Right - Of - Way
FROM
.....
.....
of Custer County

TO
THE BOARD OF COUNTY
COMMISSIONERS
of CUSTER COUNTY, OKLAHOMA

Return To
THE BOARD OF COUNTY
COMMISSIONERS
of CUSTER COUNTY, OKLAHOMA
Arapaho, Oklahoma

Arapaho Bee Print

CUSTER COUNTY
No. 1549

#13

I-2003-001092 Book 1194 Pg: 292
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return To:
Oneok Field Services Company
2005 West Foreman Rd.
El Reno, OK 73036
Attn: Tom Daniel

AFE: 074.111.4211.0403.00
Job Name: Lee 6-17
Tract # 2

STATE OF (Oklahoma)
COUNTY OF (Custer)

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer
State of Oklahoma , To wit:

Strip of land 50' wide across the Northeast Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof

During construction, GRANTEE shall have the right to use an additional work space of one hundred
feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

#13

I-2003-001092 Book 1194 Pg: 293
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 4th day of December, 2002.

LANDOWNER'S SIGNATURE

M Stanley Lee, Pres. of Gen. Ptnr.
M.S. LEE INVESTMENTS, A LTD. PARTNERSHIP

Lisa Davis Pierce (managing member)
FOUR L. ENTERPRISES

LEE-OC, L.L.C

Robert E. Lee, III - As Personal Rep. of the Estate of Lee, JR.
ROBERT E. LEE, JR.

Anne R. Lee
ANNE R. LEE

Robert E. Lee, III
~~DAVID WOMACK~~, TRUSTEE OF THE ROBERT E. LEE II TRUST CUTA, DATED OCTOBER 29, 1979

ROBERT E. LEE III

Carolyn A. Hughes
CAROLYN A. HUGHES

ROBERT HUGHES, TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF CAROLYN L. HUGHES, UTA DATED 9-18-2000

ACKNOWLEDGEMENTS

State of Oklahoma

County of Oklahoma

On this 4th day of Dec, 2002, before me, a Notary Public in and for said County and State, personally appeared M Stanley Lee, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

Donna Long
Notary Public
Typed or printed name of Notary Public

Donna Long

My Commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

#13

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)

On this 4 day of Dec., 2002, before me, a Notary Public in and for said County and State, personally appeared Lisa Davis Pierce and _____ his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 01/15/05
NOTARY PUBLIC SEAL

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

I-2003-001092 Book 1194 Pg: 294
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of Oklahoma
County of Oklahoma

(individual)

On this 23rd day of December, 2002, before me, a Notary Public in and for said County and State, personally appeared William M. Hedrick and _____ his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
7-8-05

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY

Barbara J. Brooks
Notary Public

Barbara J. Brooks
Typed or printed name of Notary Public

STATE OF _____
COUNTY OF _____

(corporate)

On this _____ day of _____, 2001, before me, Notary Public in and for said County and State, personally appeared _____, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ of _____ acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

_____

_____
Notary Public

_____

#13

ACKNOWLEDGEMENTS

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 21ST day of JANUARY, 2003, before me, a Notary Public in and for said County and State, personally appeared ROBERT E. LEE, III and PERSONAL REPR. OF ROBERT E. LEE, J. his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
FEBRUARY 8, 2005

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY
MY COMMISSION EXPIRES

Barbara Brooks
Notary Public

BARBARA J. BROOKS
Typed or printed name of Notary Public

I-2003-001092 Book 1194 Pg: 295
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 23RD day of DECEMBER, 2002, before me, a Notary Public in and for said County and State, personally appeared CAROLYN A. HUGHES and _____ his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
2-8-05

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY
MY COMMISSION EXPIRES

Barbara Brooks
Notary Public

Barbara J. Brooks
Typed or printed name of Notary Public

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

(corporate)

On this 23RD day of DECEMBER, 2002, before me, Notary Public in and for said County and State, personally appeared ROBERT L. HUGHES, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Trustee of the Rev. Inter Vivos Tr. of Carolyn L. Hughes, uta dtd 9/18/00 acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:
2-8-05

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY
MY COMMISSION EXPIRES

Barbara Brooks
Notary Public

Barbara J. Brooks

#13

ACKNOWLEDGEMENTS

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 21ST day of JANUARY, 2003 before me, a Notary Public in and for said County and State, personally appeared ANNE R. LEE and _____ his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that SHE executed the same as HER free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

FEBRUARY 8, 2005

OKLAHOMA NOTARY PUBLIC OFFICIAL SEAL BARBARA J. BROOKS OKLAHOMA COUNTY

Barbara J. Brooks
Notary Public

BARBARA J. BROOKS
Typed or printed name of Notary Public

I-2003-001092 Book 1194 Pg: 299
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of OKLAHOMA
County of OKLAHOMA

(individual)

On this 21STday of JANUARY, 2003, before me, a Notary Public in and for said County and State, personally appeared ROBERT E. LEE III,TRUSTEE OF THE ROBERT E. LEE II TR. and his wife, to me personally known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

FEBRUARY 8, 2005

OKLAHOMA NOTARY PUBLIC OFFICIAL SEAL BARBARA J. BROOKS OKLAHOMA COUNTY

Barbara J. Brooks
Notary Public

BARBARA J. BROOKS
Typed or printed name of Notary Public

STATE OF _____
COUNTY OF _____

(corporate)

On this _____ day of _____, 2001, before me, Notary Public in and for said County and State, personally appeared_____, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as_____of _____acknowledged to me that _____executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires:

_____

_____
Notary Public

_____

#13

I-2003-001092 Book 1194 Pg: 287
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

State of Oklahoma

County of OKLAHOMA

On this 21 day of JANUARY 2003, before me, a Notary Public in and for said County and State personally appeared ROBERT E. LEE III, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written

My Commission Expires: 2-8-2005

OKLAHOMA NOTARY PUBLIC
OFFICIAL SEAL
BARBARA J. BROOKS
OKLAHOMA COUNTY

Barbara J. Brooks
Notary Public

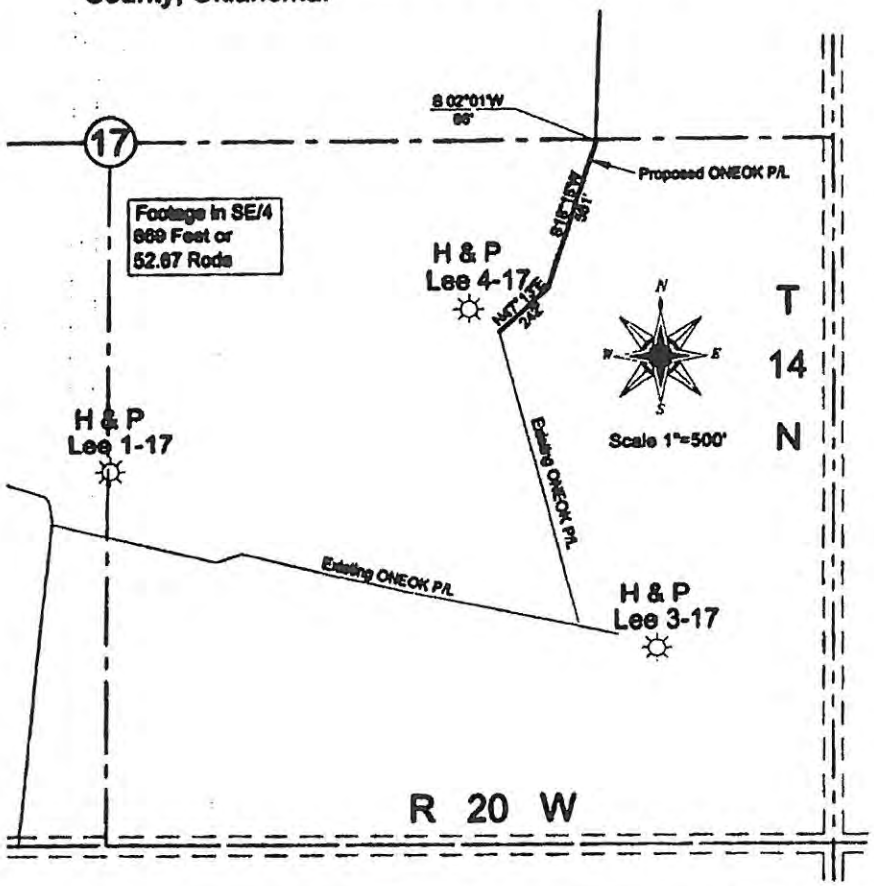
BARBARA J. BROOKS
Typed or printed name of Notary Public

#13

EXHIBIT "A"

I-2003-001092 Book 1194 Pg: 298
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

Proposed ONEOK Field Services Company pipeline in the SE/4 of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 5-15-2002
		AFE:
		H & P/Lee 6-17
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20E

I-2003-001092 Book 1194 Pg: 299
02/21/2003 9:22 am Page(s) 292-299
Fee: $ 27.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#73

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. NO FENCES ARE TO BE CUT. CONTRACTOR WILL DITCH UP TO FENCE, AND MOVE EQUIPMENT AROUND TO OTHER SIDE, TO CONTINUE.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

#14

I-2004-001029 Book 1232 Pg: 362
02/27/2004 8:29 am Page(s) 362-365
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return To:
ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057
Attn: Tom Daniel

STATE OF { Oklahoma}
COUNTY OF {Custer}

AFE: 074.111.4211.010224
Job Name:Lee #12-17
Tract 1

14/15

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma , To wit:

A strip of land 50' wide across the Northeast Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

#14

I-2004-001029 Book 1232 Pg: 383
02/27/2004 8:29 am Page(s) 382-385
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 6th day of February 2004.

LANDOWNER'S SIGNATURE

x M S Lee
LEE OC TERMINALS, INC.
M. S. Lee, President

ACKNOWLEDGEMENTS

State of
County of _____

(individual)

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

State of _____
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of
Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma _____

(corporate)

On this 6 day of Feb, 2004, before me, Notary Public in and for said County and State, personally appeared M S Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires:

NOTARY PUBLIC SEAL
DONNA LONG
Custer County
Notary Public in and for
State of Oklahoma
10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of
Notary Public

004-001029 Book 1232 Pg: 364
02/27/2004 8:29 am Page(s) 362-365
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#14

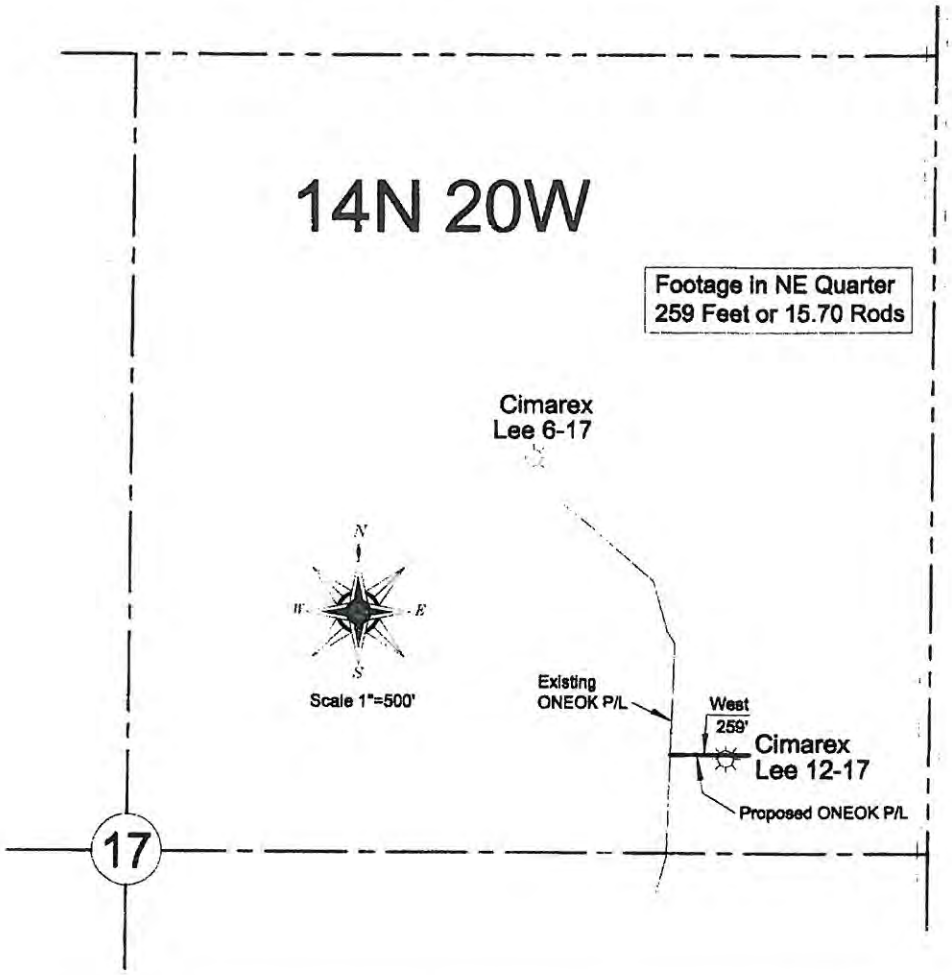
EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

I-200 1029 Book 1232 Pg: 365
02/27/2004 8:29 am Page(s) 362-365
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#14

Proposed ONEOK Field Services Company pipeline in the NE Quarter of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 1-22-2004
		Cimarex/Lee 12-17
		Disk # D:\AcadR14\
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322 1029	File Name: 1714N2012

I-2004-003657 Bk 1244 Pg: 472
06/25/2004 8:.. ..n Page(s) 472-475
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#16

ONEOK Field Services Company, P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF { Oklahoma }
COUNTY OF { Custer }

Return To:
ONEOK FIELD SERVICES
P.O. Box 846
Mayswille, OK 73057
Attn: Tom Daniel

AFE: 074.111.4211.010240
Cimarex: Lee #13-17
Tract #1

(4)

4/5

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of **Custer** State of **Oklahoma,** To wit:

A strip of land 50' wide during construction reverting to a permanent 25' upon completion of construction across the **SW/4 NE/4 and NW/4 SE/4 of Section 17, T14N-R20W.**

See Exhibit "A" and "B" attached hereto and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefore, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

CUSTER COUNTY
NO 3657

#16

I-2004-003857 Book 1244 Pg: 473
06/25/2004 8:27 am Page(s) 472-475
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 9th day of June, 2004.

LANDOWNER'S SIGNATURE

Lee OC Terminals, Inc.

By: M S Lee

M. S. Lee, President

ACKNOWLEDGEMENTS

State of OKLAHOMA
County of OKLAHOMA

(Corporate)

The foregoing instrument was acknowledged before me this 9th day of June, 2004 by M. S. Lee as President of Lee OC Terminals, Inc.

SEAL PUBLIC DONNA LONG Oklahoma County Notary Public in and for State of Oklahoma My commission expires 10/15/05

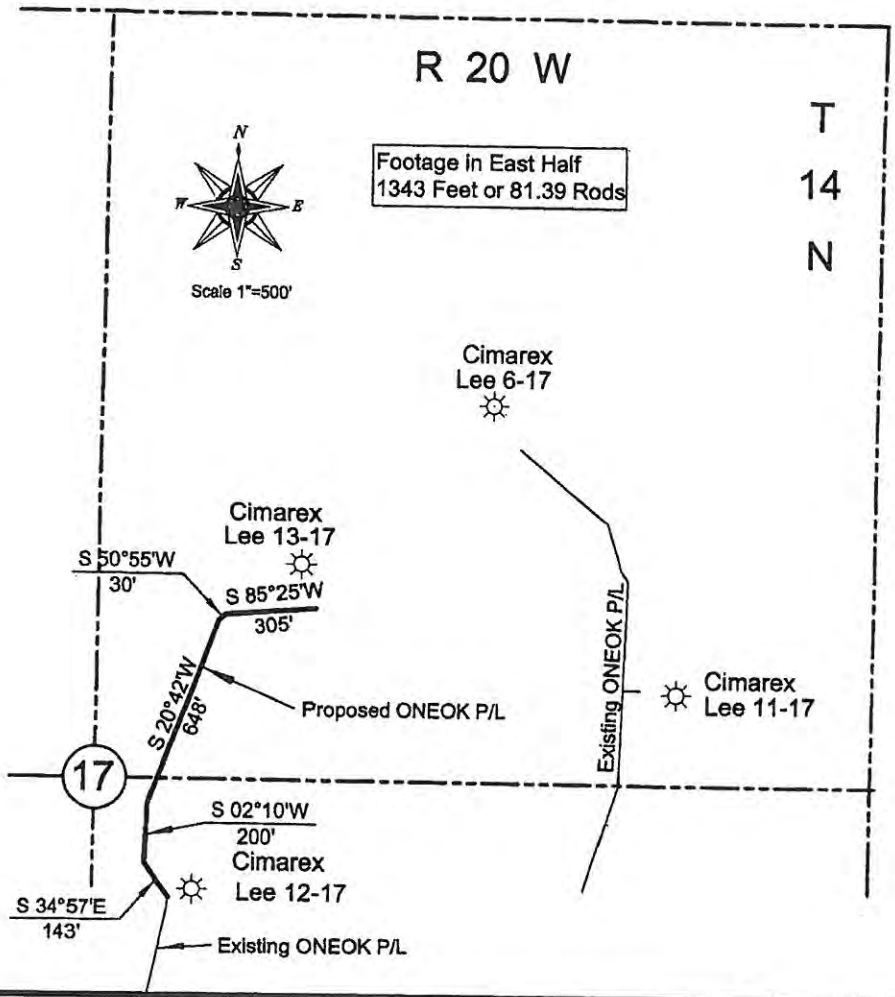
Donna Long
Notary Public

I-2004 957 Book 1244 Pg: 474
06/25. 8:27 am Page(s) 472-475
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#16

Exhibit A

Proposed ONEOK Field Services Company pipeline in the East Half of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 6-7-2004
		Cimarex/Lee 13-17
		Disk # D:\AcadR14\
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20W13

I-20 3657 Book 1244 Pg: 475
08/2. .04 8:27 am Page(s) 472-475
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

#16

Exhibit "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S, or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will me made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

CUSTER CO. CLERK
NO 3657

BOOK 1171 PAGE 615

#30

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

Return to: ONEOK FIELD SERVICES COMPANY
2000 N. HWY. 81
RT. 1, BOX 126
KINGFISHER, OK 73750
ATTN: TOM DANIEL

AFE: 074.111.4211.010082
Job Name:Lee #4-17
Tract 1

STATE OF (Oklahoma)
COUNTY OF (Custer)

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma, To wit:

A strip of land 50' wide across the Southeast Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

State of Oklahoma, Custer County, as, Filed JUL 1 1 2012 at 8:18am
Recorded in Book 1171 Page 615-618 Connie Harris, County Clerk
Grantor Grantee Numerical By Karen Fry Deputy

CUSTER COUNTY NO 3818

301

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 15th day of MAY, 2002.

LANDOWNER'S SIGNATURE

LEE OC TERMINALS, INC.
M.S. Lee, PRESIDENT

ACKNOWLEDGEMENTS

State of
County of _____ **(individual)**

On this _____ day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ Notary Public

_____ Typed or printed name of Notary Public

State of _____
County of _____ **(individual)**

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____ Notary Public

_____ Typed or printed name of Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma _____ **(corporate)**

On this 15 day of May, 2002, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

My commission expires: NOTARY PUBLIC SEAL — DONNA LONG, Oklahoma County, Notary Public in and for State of Oklahoma, My commission expires 10/15/05

Donna Long
Notary Public

Donna Long
Typed or printed name of Notary Public

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
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14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
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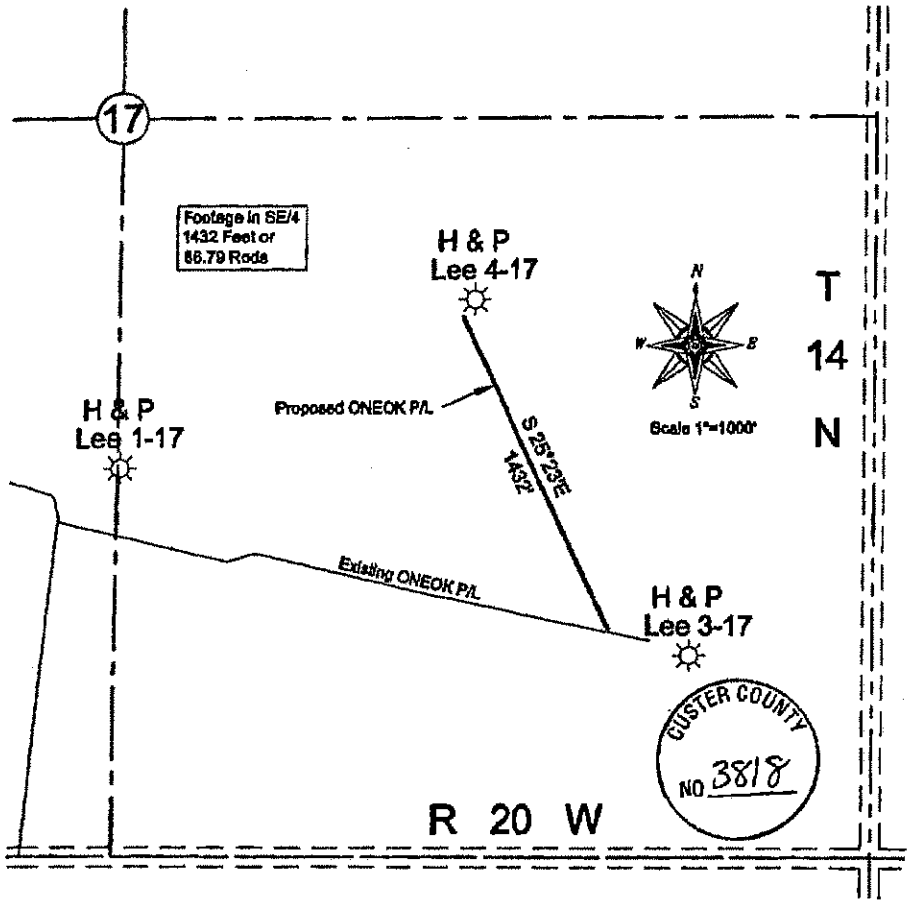
Proposed ONEOK Field Services Company pipeline in the SE/4 of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 5-15-2002
		074.111.4211.010082
		H & P/Lee 4-17
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20A

#33

I-2003-001090 Book 1194 Pg: 284
02/21/2003 9:20 am Page(s) 284-287
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

ONEOK Field Services Company P.O. Box 871 Tulsa, Ok 74102-0871

RIGHT-OF-WAY AGREEMENT

STATE OF { Oklahoma)
COUNTY OF {Custer)

Return To:
Oneok Field Services Company
2005 West Foreman Rd.
El Reno, OK 73036
Attn: Tom Daniel

AFE: 10TN.III.4201.010135
Job Name:Lee #6-17
Tract 1

14/5

For and in consideration of Ten Dollars ($10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY** its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer

State of Oklahoma , To wit:

A strip of land 50' wide across the Southeast Quarter of Section 17, Township 14 North, Range 20 West of the Indian Meridian.

Survey attached as Exhibit "A", and made a part hereof. Special Conditions attached as Exhibit "B", and made a part hereof.

During construction, GRANTEE shall have the right to use an additional work space of one hundred

feet by one hundred fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

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 without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

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The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

(Signatures & Acknowledgements on back)

I-2003-001090 Book 1194 Pg: 285
02/21/2003 9:20 am Page(s) 284-287
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 4th day of December 2002.

LANDOWNER'S SIGNATURE

M S Lee, President
LEE OC TERMINALS, INC.

ACKNOWLEDGEMENTS

State of Oklahoma
County of Oklahoma

(individual)_____

On this _____day of _____, 2002, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of Notary Public

State of_____
County of_____

(individual)

On this _____day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me 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 hand and official seal the day and year first above written.
My commission expires:

_____

_____
Notary Public

_____
Typed or printed name of Notary Public

STATE OF Oklahoma _____
COUNTY OF Oklahoma_____

(corporate)

On this 4th day of December, 2002, before me, Notary Public in and for said County and State, personally appeared M S Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Lee OC Terminals Inc acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.
My commission expires:

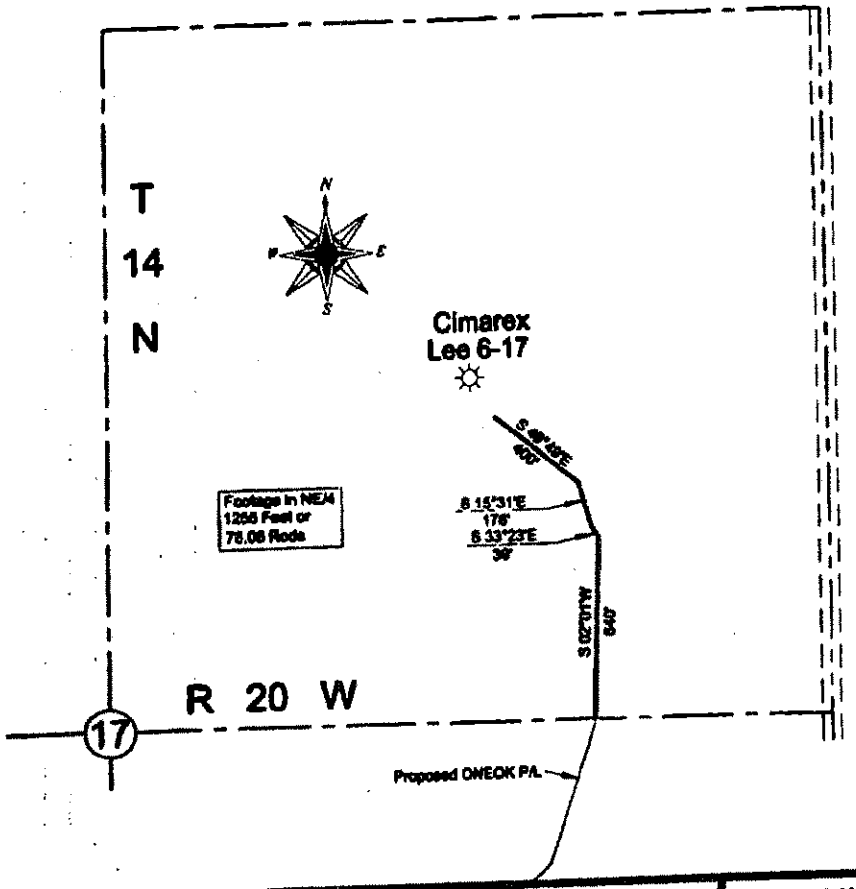
NOTARY PUBLIC SEAL
DONNA LONG
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires 10/15/05

Donna Long
Notary Public
Donna Long
Typed or printed name of Notary Public

I-2003-001090 Book 1194 Pg: 286
02/21/2003 9:20 am Page(s) 284-287
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "A"

Proposed ONEOK Field Services Company pipeline in the SE/4 of Section 17, T-14-N, R-20-W of the I.M., Custer County, Oklahoma.



Revisions	ONEOK FIELD SERVICES	Date: 10-10-2002
		AFE:
		Cimarex/Lee 6-17
		Disk # ONEOK Maps #3
	Waggoner's Land Surveying Blanchard, Oklahoma73010 405-485-2322	File Name: 1714N20G

I-2003-001090 Book 1194 Pg: 287
02/21/2003 9:20 am Page(s) 284-287
Fee: $ 19.00 Doc: $ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma

EXHIBIT "B"

1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. NO FENCES ARE TO BE CUT. CONTRACTOR WILL DITCH UP TO FENCE, AND MOVE EQUIPMENT AROUND TO OTHER SIDE, TO CONTINUE.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
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15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.