

*Cover page for:*

**Preliminary Title Insurance Schedules**  
**(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**American Abstract Company of McClain County, Inc.**

**(File Number: 20250964)**

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**Auction Tracts 1 - 4**  
**(Garvin County, Oklahoma)**

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*For the public auction to be conducted on August 28, 2025 by Schrader Real Estate and Auction Company, Inc. pursuant to the orders of the District Court of Garvin County, Oklahoma in a partition suit pending as Case No. CV-2024-153.*

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

Issuing Agent: American Abstract Company of McClain County, Inc.  
Issuing Office: 138 W. Main St, Purcell, OK 73080  
Issuing Office's ALTA® Registry ID: 0002360  
Loan ID No.:  
Commitment No.: 20250964-1  
Issuing Office File No.: 20250964  
Property Address: OK

**SCHEDULE A**

1. Commitment Date: July 7, 2025 at 07:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/2021)  
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (7/1/2021)  
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 Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
1/3 interest - Cynthia Lynn Deckard nee Mayo , by a Final Decree recorded December 22, 2003;  
1/3 interest - Melissa Kaye Mayo, Trustee of the MKM Trust, Dated October 6, 2022, by a Quit Claim Deed recorded October 11, 2022 in Book 2413, Page 277;  
1/3 interest - Jackie Daugherty Mayo and Melissa Kaye Mayo, Trustees of the Daugherty Mayo Trust Dated April 1, 2022, by a Quit Claim Deed May 31, 2022 in Book 2395, Page 472.
5. The Land is described as follows:  
  
Lots 3 and 4 (a/d/a N/2 NW/4) and the S/2 NW/4 of Section 3, Township 3 North, Range 4 West of the IBM, Garvin County, Oklahoma LESS AND EXCEPT: Commencing at the NW/corner of said Section 3; thence S 89°46'E a distance of 649.29 feet to the point of beginning; thence S 46°23" W a distance of 68 feet; thence S 21°34" W a distance of 179.89 feet; thence S 03°54'40" E a distance of 200.24 feet; thence S 17°36'05" E a distance of 111.24 feet; thence S 27°58'41" E a distance of 90.09 feet; thence N 89°54'E a distance of 367.9

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by American Eagle 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE A**

(Continued)

feet; thence N 00°04'E a distance of 599.06 feet; thence N 89°46'01" W a distance of 342.89 feet to the point of beginning.



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Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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## 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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
5. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
7. 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.
  - a. Joint Tenancy Deed from Cynthia Lynn Deckard nee Mayo and Melissa Kaye Mayo, Trustee of the MKM Trust, Dated Oct 6, 2022 and Jackie Daugherty Mayo and Melissa Kaye Mayo, Trustees of the Daugherty Mayo Trust Dated April 1, 2022 to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
8. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided with a satisfactory survey of the subject premises.
9. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
10. Obtain a Final Report for issuance of title policy.
11. 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.

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## SCHEDULE B, PART I

(Continued)

12. Obtain a Uniform Commercial Code search as to Current Owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
13. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
14. Record Memorandum of Trust relating to MKM Trust, Dated October 6, 2022. Same should be submitted for review and possible further requirements.
15. Record Memorandum of Trust relating to the Daugherty Mayo Trust Dated April 1, 2022. Same should be submitted for review and possible further requirements.
16. Obtain and file of record a certified copy of the Final Decree of Jack Daugherty in the Office of the County Clerk of Garvin County, Oklahoma.
17. The Quit Claim Deed to the Daugherty Mayo Trust lacks the joinder of spouse. Submit for examination a valid recorded conveyance with joinder of spouse.
18. The Quit Claim Deed to the MKM Trust lacks a correct legal description. Submit for examination a valid recorded conveyance with a correct legal description.
19. The abstract does not contain all of the instrument affecting the land. Submit for examination a properly compiled and certified abstract.

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## SCHEDULE B, PART II - EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Fees, taxes and assessments made by any taxing authority for the year 2025, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to, ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
7. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
9. Right of Way recorded July 21, 1954 in Book 414, Page 269.
10. Right of Way recorded January 21, 1955 in Book 429, Page 11.
11. Right of Way Grant recorded May 23, 1955 in Book 439, Page 38.

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## SCHEDULE B, PART II

(Continued)

12. Right of Way Easement recorded May 25, 1962 in Book 609, Page 80.
13. Order Annexing property into Rural Water and/or Sewer and/or as and/or Solid Waste Management District NO. 5 recorded May 3, 2004 in Book 1697, Page 311.
14. Right of Way Easement recorded September 12, 2005 in Book 1746, Page 940.
15. Surface Easement recorded November 23, 1992 in Book 1343, Page 678.
16. Subsurface Easement recorded March 21, 2019 in Book 2257, Page 566.
17. Subsurface Easement recorded March 21, 2019 in Book 2257, Page 560.
18. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.

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17-4747

7130

X-2005-6-49

THE STATE OF OKLAHOMA

(9-40)

County of GARVIN

KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION of Seventy Three and no/100 DOLLARS  
to me paid, the receipt of which is hereby acknowledged, I, Beuna Daugherty, 606 NW  
22nd. St., Oklahoma City, Oklahoma

do hereby grant and convey to MAGNOLIA PETROLEUM COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, having a permit to do business in the State of Oklahoma, its successors and assigns, the right of way, easement and privilege, to lay, relay, repair, maintain, operate and remove pipe lines for the transportation of oil, gas, water, or any other fluid or substance, and erect, maintain, operate and remove telegraph lines, telephone lines and electric lines over and through the following described lands, to-wit:

Said lands lying within GARVIN County, Oklahoma, and described as follows:

NW/4	Section <u>3</u>	Township <u>3 N</u>	Range <u>4 W</u>
STATE OF OKLAHOMA } GARVIN COUNTY } This instrument was filed for record	Section _____	Township _____	Range _____
JUL 21 1954	Section _____	Township _____	Range _____
at 2 o'clock P.M. and duly recorded in Book <u>414</u> Page <u>269</u> BERNARD DAUGHERTY, County Clerk	Section _____	Township _____	Range _____
By <u>[Signature]</u> Deputy	Section _____	Township _____	Range _____

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Petroleum Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said

Grantor to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Petroleum Company who hereby agrees to pay any damages which may arise to crops, timber and fences from the laying, relaying, erecting, maintaining and operating of said pipe, telegraph, telephone and electric lines; said damages if not mutually agreed upon to be ascertained and determined by

three disinterested persons, one thereof to be appointed by the said Grantor, his heirs or assigns; one by Magnolia Petroleum Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Fifty-Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

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

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

Witness my hand, this 22nd day of April, 1954

Signed and delivered in the presence of the undersigned witnesses: Beuna Daugherty  
Beuna Daugherty

Witnesses: A. R. Wilson

Consideration Less Than \$100,  
No Revenue Stamp Required

Exceptimo  
#19

STATE OF OKLAHOMA

County of Oklahoma ss:

On this 22<sup>nd</sup> day of April, 1954, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Beuna Daugherty and

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.



Beuna Daugherty  
Notary Public.

STATE OF OKLAHOMA

County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ and

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.

My commission expires \_\_\_\_\_ Notary Public.

RETURN TO  
MAGNOLIA PETROLEUM COMPANY  
TITLE RECORDS DEPARTMENT  
P. O. BOX 900  
DALLAS 1, TEXAS

OKLAHOMA  
SERIES 4/DW 730 LINE No. \_\_\_\_\_  
MAGNOLIA PETROLEUM COMPANY  
FROM  
BEUNA DAUGHERTY  
To  
MAGNOLIA PETROLEUM COMPANY  
LINE 4" Easement 1/403  
LENGTH 73 RODS  
Code: 16-27-6A03-6-66-0-20  
INVENTORY No. \_\_\_\_\_ MAP No. \_\_\_\_\_

720  
GARVIN COUNTY, OKLAHOMA

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA

County of \_\_\_\_\_ ss:

BEFORE ME, \_\_\_\_\_, a Notary Public in and for said 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 \_\_\_\_\_ 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 the day and year last above written.

My Commission expires \_\_\_\_\_ Notary Public.

For and in consideration of the sum of One Hundred Sixty Two + <sup>17</sup>/<sub>100</sub> Dollars (\$ 162<sup>00</sup>)

to us in hand paid, receipt of which is hereby acknowledged Buena Daugherty  
Single

do hereby grant, convey and warrant to Cherokee Pipe Line Company  
its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, and (subject to the payments hereinafter provided) additional pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and also construct, reconstruct, maintain, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances, over, and through the following real estate in Garvin County,

State of Oklahoma, to-wit:  
1/2 of NW 1/4 Section 3-3 N-4 W.

And also from time to time additional such pipe lines, telephone, telegraph and electrical lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes, together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

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

The grantors represent that the above described land is rented for the period beginning 19 to 19 on (Cash or Crop) Basis.

Executed this 7th day of January, 19 55.

STATE OF OKLAHOMA }  
GARVIN COUNTY } SS

Buena Daugherty

This instrument was filed for record

JAN 21 1955  
and duly recorded  
In Book 128 at Page 11  
BERNICE DYKEMAN, County Clerk  
By Bob Deputy

BOOK 564  
2

2-24-043

#10

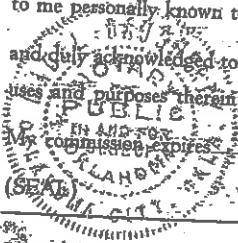
State of OKLAHOMA  
OKLAHOMA County

OKLAHOMA-KANSAS FORM

Before me, a Notary Public in and for said County and State, on this 7th day of January

19 55, personally appeared Buena Daugherty

and \_\_\_\_\_  
to me personally known to be the identical and same person or persons who executed the within and foregoing instrument and duly acknowledged to me that she executed same as her free and voluntary act and deed for the uses and purposes therein set forth.



October 22, 1956  
Mabel Daugherty  
Notary Public.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

TEXAS FORM-INDIVIDUAL

Before me, \_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas, on this day personally appeared

and \_\_\_\_\_  
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and the said \_\_\_\_\_

\_\_\_\_\_ having been examined by me privily and apart from her husband, and having the said instrument by me fully explained to her, she acknowledged the same to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19 \_\_\_\_\_

My commission expires \_\_\_\_\_  
(SEAL) \_\_\_\_\_ Notary Public.

STATE OF MISSOURI,  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public.

RETURN TO:  
CHEROKEE PIPE LINE CO.  
LAND AND LEASE DEPT.  
CITIES SERVICE BLDG.  
BARTLESVILLE, OKLA.

31-37994

BOOK 438 PAGE 38

RIGHT OF WAY GRANT

Serial No. Garvin 45- 163

#11

FOR AND IN CONSIDERATION of the sum of Ten and no/100 - - - -

Dollars (\$ 10.00 ), the receipt of which is hereby acknowledged,

Buena Daugherty

2508 N Deway, Oklahoma City, Okla.

hereby grant S unto PHILLIPS PETROLEUM COMPANY and all subsidiary companies, their successors and assigns, the right to lay, maintain, inspect, erect, operate and remove a pipe line, or pipe lines, and appurtenances, and accompanying telephone and telegraph lines, and appurtenances, over, through, upon, under and across the following described land in Garvin County, State of Oklahoma, to wit:

The NW 1/4 of Section 3 and NW 1/4 of NE 1/4 of Section 10 and

W 1/2 of E 1/2 of NW 1/4 and W 1/2 of NW 1/4 of Section 12, all in

Twp. 3N Range 4W.

Grantee agrees that, if at any time or times, any such pipe line or pipe lines shall be laid by any Grantee, its successors or assigns, Grantee, its successors or assigns shall pay to Grantor, in addition to the consideration hereinabove stated, the sum of One Dollar ~~cents~~ per rod for each separate line so laid. The rights granted herein may be assigned in whole or in part.

Grantees agree to pay for damages to growing crops or to fences of Grantor.

The rights herein granted, or any of them, may be exercised by any or all of the grantees herein, their successors and/or assigns either jointly or separately.

Executed this 14th day of May, 1955

Buena Daugherty

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BOOK 43 PAGE 39

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person described in and 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, purposes, and consideration therein set forth.  
My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ and his wife, \_\_\_\_\_, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.  
Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ and his wife, \_\_\_\_\_, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.  
Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My commission expires \_\_\_\_\_

Notary Public

210

RIGHT OF WAY CONTRACT

to  
PHILLIPS PETROLEUM COMPANY  
BARTLESVILLE, OKLAHOMA

STATE OF OKLAHOMA }  
GARVIN COUNTY } SS

This instrument was filed for record

MAY 23 1955

at 8 o'clock A.M., and duly recorded  
In Book 439 at Page 38

BERNICE DYKEMAN, County Clerk

By Alta Green Deputy

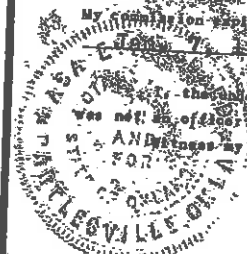


STATE OF Oklahoma )

) SS

COUNTY OF Garvin )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 14th day of May, 1955, personally appeared Buena Daugherty to me known to be the identical person described in and 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, purposes, and consideration therein set forth.  
My commission expires \_\_\_\_\_



Ass E. Thompson  
Notary Public

the undersigned notary public do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I was not an officer of nor a stockholder in Phillips Petroleum Company, a corporation.  
AND I was my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

Notary Public

8-2772

W.O.# 15842  
# 62-14  
1  
tract 1

FORM 7-28 (88)

RIGHT OF WAY BASEMENT

#12

KNOW ALL MEN BY THESE PRESENTS: That Buena Daugherty

AND in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, his wife, 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 perpetual right, privilege and authority to erect, operate and maintain a line of poles, wires and fixtures for the transmission of electrical current and telephone and telegraph messages, upon, over, and across the following described real property and premises situated in Garvin County, State of Oklahoma, to-wit:

N 1/2 NW 1/4 of Section 3, Township 3 North, Range 4 West;

STATE OF OKLAHOMA }  
GARVIN COUNTY } SS  
This instrument was filed for record at

MAY 25 1962

8 o'clock A.M. and recorded  
in Book 609 at Page 80  
BERNICE DYKEMAN, County Clerk  
By Ollie E. ... Deputy



ALSO granting 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, and further granting to said grantee, its successors and assigns, the right, privilege and authority to erect, maintain and operate such line or lines upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto. Grantors retain the right to use the land for agricultural or grazing purposes.

SIGNED AND DELIVERED this 19th day of April, 1962.

Buena Daugherty

STATE OF OKLAHOMA, County of Oklahoma, ss.  
Before me, a Notary Public in and for said County and State, on this 19th day of April, 1962, personally appeared Buena Daugherty and ... 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.  
In Witness Whereof, I have hereunto set my hand and notarial seal on the day and year last above written.  
My Commission expires April 23, 1963. Albert L. ... Notary Public.

STATE OF OKLAHOMA, County of ... ss.  
Before me, a Notary Public in and for said County and State, on this ... 19... personally appeared ... to me known to be the identical person who subscribed the name of the maker hereof to the 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 said corporation, for the uses and purposes therein set forth.  
In Witness Whereof, I have hereunto set my hand and notarial seal on the day and year last above written.  
My Commission expires ... Notary Public.

at  
Ruth Lawrence

#13

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF GARVIN COUNTY

STATE OF OKLAHOMA

IN THE MATTER OF THE PETITION FOR THE )  
ANNEXATION OF ADDITIONAL TERRITORY )  
TO RURAL WATER and/or SEWER and/or )  
GAS and/or SOLID WASTE MANAGEMENT )  
DISTRICT NO. 5, STEPHENS COUNTY, )  
OKLAHOMA. )

Stephens Co  
NO.RWD#5



ORDER ANNEXING ADDITIONAL TERRITORY TO RURAL WATER AND/OR  
SEWER AND/OR GAS AND/OR SOLID WASTE MANAGEMENT DISTRICT  
NO. 5, STEPHENS COUNTY, OKLAHOMA

NOW on this 3rd day of May, 2004, comes regularly on for hearing the Petition to Annex Additional Territory to Rural Water and/or Sewer and/or Gas and/or Solid Waste Management District No. 5, Stephens County, Oklahoma, filed with the County Clerk of Garvin County, Oklahoma, on April 7, 2004, praying for the annexation of additional territory to said District as described and set forth with more particularity in said Petition.

The Petitioners appeared in person, along with Rural Water District No. 5 representatives and their attorney, ROBERT J. HAYS of HAYS & GORDON, and no protestant appeared.

The Board of County Commissioners of Garvin County, Oklahoma, having considered the Petition for Annexation of Additional Territory, which was filed herein and having heard statements of counsel and representatives of the Petitioners, FINDS:

1. That proper notice of the time and place of the hearing have been given as required by 82 O.S. § 1324.5; that the County Clerk on the 8th day of April, 2004, caused Notices of the hearing to be mailed by certified mail to each of the Petitioners,

a copy of aforesaid Notice being attached hereto and made a part hereof; that the County Clerk caused the Notice of Hearing aforesaid to be published for two (2) consecutive weeks on April 15, 2004, and April 22, 2004, in the Lindsay News, a newspaper of general circulation in Garvin County, Oklahoma; that the property prayed to be annexed is all located in Garvin County, Oklahoma, and that the Clerk has duly filed with this Board her Proof of Mailing Notice and Publication of Hearing, together with the Publisher's Affidavit of Publication.

2. That the lands within the proposed annexation are located in Garvin County, and that this Board has jurisdiction to hear and determine the Petition and order said property annexed to the District.

3. That the Petitioners are owners of land within the boundaries of the proposed annexed territory to Rural Water and/or Sewer and/or Gas and/or Solid Waste Management District No. 5, Stephens County, Oklahoma, and as such landowners are qualified to Petition this Board for the Annexation of said property to said District.

4. That the rural residents of the area are embraced within the area to be annexed as described in the Petition and are without an adequate water supply or sewage facilities or gas distribution facilities or solid waste management system to meet their needs; and that the Oklahoma Water Resources Board has certified that there is water available to adequately serve the proposed District.

5. That the construction, installation improvements, maintenance and operation of all or any combination of water works, sewage facilities, gas distribution facilities and solid waste management facilities are necessary to provide an adequate water supply, sewage facility, gas distribution facilities and solid waste management system to serve rural residents of the proposed annexed area. That such improvements or works will be conducive to and will promote the public health convenience and welfare.

6. That the Petition filed herein is in conformity with the requirements of the Rural Water, Sewer, Gas and Solid Waste Management Districts Act.

IT IS THEREFORE ORDERED, ADJUDGED, DECREED and DECLARED by the Board of County Commissioners of Garvin County, Oklahoma, that the lands hereinafter described be, and the same are hereby, annexed to Rural Water and/or Sewer and/or Gas and/or Solid Waste Management District No. 5, Stephens County, Oklahoma, said lands being described with more particularity as follows:

All of Sections 19, 20, 29, 30, 31 and 32 of Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 21, Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 28, Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 33, Township 4 North, Range 4 West of I.M.;

The West Half (W/2); and the South Half of Southwest Quarter of Southeast Quarter (S/2 SW/4 SE/4) of Section 3, Township 3 North, Range 4 West of I.M.;

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

The South Half of Southeast Quarter (S/2 SE/4); and a parcel of land entirely within the Northeast Quarter of Southeast Quarter (NE/4 SE/4) of Section 2, Township 3 North, Range 4 West of I.M., and more particularly described as: Commencing at the Southeast corner of said Section 2, thence North along the East section line a distance of 1,320 feet to the point of beginning, thence North along the East section line, a distance of 1,065 feet, thence Southwest at a bearing of South 41°12'26" West a distance of 1,435 feet, thence East along the 16th section line a distance of 946.5 feet to the point of beginning, containing 11.57 acres, more or less;

The South Half (S/2); and the South Half of South Half of Northwest Quarter (S/2 S/2 NW/4); and the South Half of South Half of Northeast Quarter (S/2 S/2 NE/4); and Northeast Quarter of Southeast Quarter of Northeast Quarter (NE/4 SE/4 NE/4); and the East Half of Northeast Quarter of Northeast Quarter (E/2 NE/4 NE/4) of Section 1, Township 3 North, Range 4 West of the I.M.;

The Northeast Quarter (NE/4); and the South Half (S/2) of Section 11, Township 3 North, Range 4 West of I.M.;

All of Section 32, Township 4 North, Range 3 West of I.M.;

All of Sections 5, 7 and 8 in Township 3 North, Range 3 West of I.M.;

All of Section 6, Township 3 North, Range 3 West of the I.M., LESS AND EXCEPT the Northwest Quarter of Northwest Quarter of Northwest Quarter (NW/4 NW/4 NW/4);

All of Sections 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 in Township 3 North, Range 3 West of I.M.;

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

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,  
11, 12, 18, 19, 30 and 31 in Township 1 North,  
Range 3 West of I.M.;

All of Sections 31 and 32 in Township 2 North,  
Range 2 West of I.M.;

All of Sections 5, 6, 7 and 8 in Township 1  
North, Range 2 West of I.M.

BOARD OF COUNTY COMMISSIONERS  
GARVIN COUNTY, OKLAHOMA

  
KENNETH HOLDEN

  
REX CARLTON

  
JOHNNY MANN

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF GARVIN COUNTY

STATE OF OKLAHOMA

IN THE MATTER OF THE PETITION FOR THE )  
ANNEXATION OF ADDITIONAL TERRITORY )  
TO RURAL WATER and/or SEWER and/or )  
GAS and/or SOLID WASTE MANAGEMENT )  
DISTRICT NO. 5, STEPHENS COUNTY, )  
OKLAHOMA. )

Stephens Co.  
NO.RWD#5

RECEIVED  
APR 07 2004  
GARVIN COUNTY CLERK

NOTICE OF HEARING UPON PETITION TO  
ANNEX ADDITIONAL TERRITORY

TO: FLOYD LAND & CATTLE CO., WILEY GOSNELL and TERRY THOMAS,  
PETITIONERS TO ANNEX ADDITIONAL TERRITORY TO RURAL WATER  
and/or SEWER and/or GAS and/or SOLID WASTE MANAGEMENT DISTRICT  
NO. 5, STEPHENS COUNTY, OKLAHOMA, AND ALL OTHER PERSONS  
RESIDING OR OWNING PROPERTY WITHIN THE AREA PROPOSED TO BE  
ANNEXED AND ALL RURAL RESIDENTS THEREOF.

You, and each of you, are hereby notified that on the 7<sup>th</sup> day  
of April, 2004, a Petition to Annex Additional Territory to  
Rural Water and/or Sewer and/or Gas and/or Solid Waste Management  
District No. 5, Stephens County, Oklahoma, was filed with the Board  
of County Commissioners of Garvin County, Oklahoma, praying for the  
annexation of additional territory to Rural Water and/or Sewer  
and/or Gas and/or Solid Waste Management District No. 5, Stephens  
County, Oklahoma, pursuant to the Rural Water, Sewer and Solid  
Waste Management Districts Act, as amended (82 O.S. § 1324.1-  
1324.26) within the boundaries of an area described in said  
Petition and a public hearing on said Petition is set before the  
Board of County Commissioners at the Garvin County Courthouse,  
Pauls Valley, Oklahoma, on the 3<sup>rd</sup> day of May, 2004,  
at 10:00 o'clock A.m.

The territory to be annexed to said District is described with  
more particularity, as follows:

All of Sections 19, 20, 29, 30, 31 and 32 of  
Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 21, Township 4  
North, Range 4 West of I.M.;

The West Half (W/2) of Section 28, Township 4  
North, Range 4 West of I.M.;

The West Half (W/2) of Section 33, Township 4  
North, Range 4 West of I.M.;

The West Half (W/2); and the South Half of  
Southwest Quarter of Southeast Quarter (S/2  
SW/4 SE/4) of Section 3, Township 3 North,  
Range 4 West of I.M.;

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

The South Half of Southeast Quarter (S/2  
SE/4); and a parcel of land entirely within  
the Northeast Quarter of Southeast Quarter  
(NE/4 SE/4) of Section 2, Township 3 North,  
Range 4 West of I.M., and more particularly  
described as: Commencing at the Southeast  
corner of said Section 2, thence North along  
the East section line a distance of 1,320 feet  
to the point of beginning, thence North along  
the East section line, a distance of 1,065  
feet, thence Southwest at a bearing of South  
41°12'26" West a distance of 1,435 feet,  
thence East along the 16th section line a  
distance of 946.5 feet to the point of  
beginning, containing 11.57 acres, more or  
less;

The South Half (S/2); and the South Half of  
South Half of Northwest Quarter (S/2 S/2  
NW/4); and the South Half of South Half of  
Northeast Quarter (S/2 S/2 NE/4); and  
Northeast Quarter of Southeast Quarter of  
Northeast Quarter (NE/4 SE/4 NE/4); and the  
East Half of Northeast Quarter of Northeast  
Quarter (E/2 NE/4 NE/4) of Section 1, Township  
3 North, Range 4 West of the I.M.;

The Northeast Quarter (NE/4); and the South  
Half (S/2) of Section 11, Township 3 North,  
Range 4 West of I.M.;

All of Section 32, Township 4 North, Range 3 West of I.M.;

All of Sections 5, 7 and 8 in Township 3 North, Range 3 West of I.M.;

All of Section 6, Township 3 North, Range 3 West of the I.M., LESS AND EXCEPT the Northwest Quarter of Northwest Quarter of Northwest Quarter (NW/4 NW/4 NW/4);

All of Sections 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 in Township 3 North, Range 3 West of I.M.;

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

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 18, 19, 30 and 31 in Township 1 North, Range 3 West of I.M.;

All of Sections 31 and 32 in Township 2 North, Range 2 West of I.M.;

All of Sections 5, 6, 7 and 8 in Township 1 North, Range 2 West of I.M.

You are further notified to appear upon the date at the time and place of said hearing to show cause, if any there be, why said Petition should not be granted.

DATED this 7<sup>th</sup> day of April, 2004.



*Gina Mann by [Signature]*  
GINA MANN, COUNTY CLERK OF  
GARVIN COUNTY, OKLAHOMA



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X ✓

#15

**SURFACE EASEMENT**

*As then designed by:*  
ARCO Oil and Gas Company  
Phillips - 08 MIO  
P. O. Box 1610  
Midland, TX 79702

For and in consideration of ten and no/dollars (\$10.00) and other good and valuable consideration, paid to BUENA DAUGHERTY, whose address is 2501 N. W. 60th, Oklahoma City Oklahoma 73112 (hereinafter called "Grantor"), receipt of which is hereby acknowledged, Grantor does hereby grant unto Atlantic Richfield Company (hereafter call "ARCO") a surface easement for a field office, said surface easement to be 130' x 25' to be located South of and adjacent to a 33 foot wide pipeline right of way granted to Atlantic Richfield Company dated September 21st, 1981.

Being the NorthWest Quarter (NW/4) Section 3, T3N-R4W, Garvin County, Oklahoma, consisting of Lots Three and Four (Lots 3 & 4) and the South Half of the Northwest Quarter (S/2 NW/4) of Section Three (3), Township Three North (T3N), Range Four West (R4W), Indian Meridian, EXCEPTING therefrom that Portion described as follows: Commencing at the Northwest corner of said Section Three (3), thence South 89°46' East 649.29 feet to the TRUE POINT OF BEGINNING; thence South 46°23' West 68.0 feet; thence South 21°34' West 179.89 feet; thence South 03°54'40" East 200.24 feet; thence South 17°36'05" East 90.09 feet; thence North 89°54' East 367.9 feet; thence North 00°04' East 599.06 feet; thence North 89°46'01" West 342.89 feet to the point of beginning, containing 5.8 acres, more or less,

to construct, maintain, operate certain facilities and equipment and the exclusive right to use the above-described property for the purposes hereinafter set out.

This easement is for the use, possession and access, including the rights of ingress and egress, by ARCO, its respective officers, agents, servants, employees, contractors, and others transacting business with ARCO, for the purpose of prospecting, exploring or drilling for or for the production or transportation of oil and gas from ARCO's properties which may be located on, at, near or in the vicinity of the above-described land; and this easement specifically includes the right of ARCO to use or possess and the right of access on, over and across the above-described land for activities which may be conducted to benefit ARCO's leases and properties that are unrelated to the above-described land or any interest in the minerals underlying said land.

Grantor is to have the right to fully use and enjoy the above described land, including existing roads, except as to the rights herein granted to ARCO. Grantor also shall have the right to use, at Grantor's own risk, roads constructed by ARCO to the extent that such use does not interfere with ARCO's use thereof. In no event shall Grantor be liable for any damages to ARCO or to third parties by reason of claims arising out of ARCO's use of said roads and ARCO hereby agrees to indemnify, save and hold harmless Grantor, his agents, employees, heirs and assigns from any and all claims and demands of any type or character which may be asserted by anyone arising out of ARCO's construction, maintenance, operation or use of such.

This grant is for a period of one (1) year and so long thereafter as hereinabove above-described land is used or may be useful in connection with ARCO's properties, and upon permanent abandonment of said property ARCO shall execute a recordable release evidencing same.

AR 101081

This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

Executed this 11<sup>th</sup> day of November, 1992.

Buena Daugherty  
BUENA DAUGHERTY  
GRANTOR

SINGLE ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

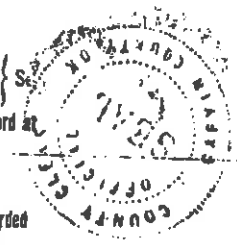
This Instrument was acknowledged before me on this 4<sup>th</sup> day of November 1992  
by BUENA DAUGHERTY.

Virginia C. Poring  
Virginia C. Poring  
(print name)



Notary Public  
in and for the State of Oklahoma  
Commission Expires: 3/16/93

STATE OF OKLAHOMA  
GARVIN COUNTY  
This instrument was filed for record at



NOV 23 1992

9 o'clock A M., and recorded  
in Book 1343 at Page 678  
GINA COTTRELL County Clerk  
By Bruce Collins Deputy

86

STATE OF OKLAHOMA  
COUNTY OF GARVIN

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#16

SUBSURFACE EASEMENT

Jackie Lynn Daugherty Mayo whose address is P.O. Box 891976, Oklahoma City, OK 73189 ("Grantor") for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, have GRANTED, and by these presents do GRANT, unto Marathon Oil Company, 7301 NW Expressway, Suite 225, Oklahoma City, OK 73132, ("Grantee"), a non-exclusive subsurface easement and right of way covering the subsurface of the following described property ("Property"):

Township 3 North, Range 4 West

A tract of land in the Northwest Quarter (NW/4) of Section Three (3), Township Three (3) North, Range Four (4) West more particularly described as: commencing at the NW/4 of the NW/4, thence S.89°46'E. a distance of 649.29 ft. to the POB, thence S.46°23'W. a distance of 68 ft., thence S.21°34'W. a distance of 179.89 ft., thence S.03°54'40"E. a distance of 200.24 ft., thence S.17°36'05"E. a distance of 111.24 ft., thence S.27°58'41"E. a distance of 90.09 ft., thence N.89°54'E. a distance of 367.9 ft., thence N.00°04'E. a distance of 599.06 ft., thence N.89°46'01"W. a distance of 342.89 ft. to the POB

The easement and right of way granted hereby shall be limited to the right to make reasonable use of the Property in conjunction with Grantee's exploration and development of the minerals underlying the Marathon Oil Company Action Jackson & Rollins Unit ("Mineral Acreage") as depicted on Exhibit "A". The area of this easement shall be limited to the area of the Property depicted on the plat attached hereto as Exhibit "A", with a degree of variation allowed.

The easement and right of way shall include the right of ingress and egress through and under the Property for the exploration, development and production of hydrocarbons from the Mineral Acreage. This easement and right of way additionally includes the right to make reasonable use of the subsurface of the Property in conjunction with the Action Jackson 0404 1-34-27MXH and Rollins 0404 1-34-27WXH wells only, with respect to the Mineral Acreage, including, but not limited to, any operations reasonably necessary in conjunction with the drilling or completion (or subsequent reworking, re-drilling, or recompletion) of the aforementioned wells with respect to the Mineral Acreage, further including, but not limited to, the right to drill two directional and horizontal oil and gas wells through the subsurface of the Property to or from locations on the



gle

Mineral Acreage and the right to place boreholes, drill pipe, drill bits, casing, tubing, testing devices, downhole equipment and accessories necessary for those purposes.

This Subsurface Easement shall remain in effect so long as Grantee (or its heirs, successors or assigns) maintains a valid oil and gas lease covering any portion of the Mineral Acreage.



If the Property are not subject to any existing oil and gas lease, nothing in this Subsurface Easement shall prevent Grantor from leasing the Property for oil and gas exploration and production; however, any future granting of an oil and gas lease shall be subject to this Subsurface Easement.

This Subsurface Easement does not affect the ownership of any oil, gas or hydrocarbons produced from the Mineral Estate or give Grantor any right to be paid based on that production.

Grantor's use of the Property shall not interfere with Grantee's rights under this Subsurface Easement. In this regard, Grantor hereby covenants and agrees that no obstructions will be constructed within the Property, in such a way that may at any time or in any manner interfere with Grantee's well(s), equipment or operations within its easement described herein, including, but not limited to, any disposal wells.

The terms set forth herein shall be covenants running with the land and shall be binding on Grantor's and Grantee's respective heirs, executors, administrators, successors and assigns.

This instrument may be executed in multiple counterparts, and if so executed, each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

<p>GRANTOR:</p> <p> Name: Jackie Lynn Daugherty Mayo Date: Feb 14, 2019</p>	<p>GRANTEE: <u>Marathon Oil Company</u></p> <p> Name: Kelyn J. Synatschk <i>KJH</i> Date: 2/11/19 Its: Attorney-in-Fact</p>
--	---

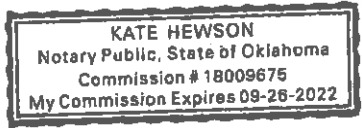
STATE OF OKLAHOMA

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COUNTY OF Cleveland

This instrument was acknowledged before me on this 14 day of Feb, 2019 by Jackie Lynn Daugherty Mayo

[Signature]  
Notary Public



STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

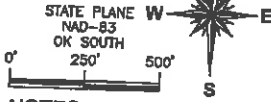
BE IT KNOWN, that on 2-11-19, before me, the undersigned authority, personally came and appeared Kelyn J. Synatschk appearing herein in his capacity as Attorney-in-Fact of Marathon Oil Company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of the limited liability company with full authority, and that the instrument is the free act and deed of the limited liability company and was executed for the uses, purposes and benefits therein expressed.

In witness hereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public, State of Oklahoma



# EXHIBIT "A"



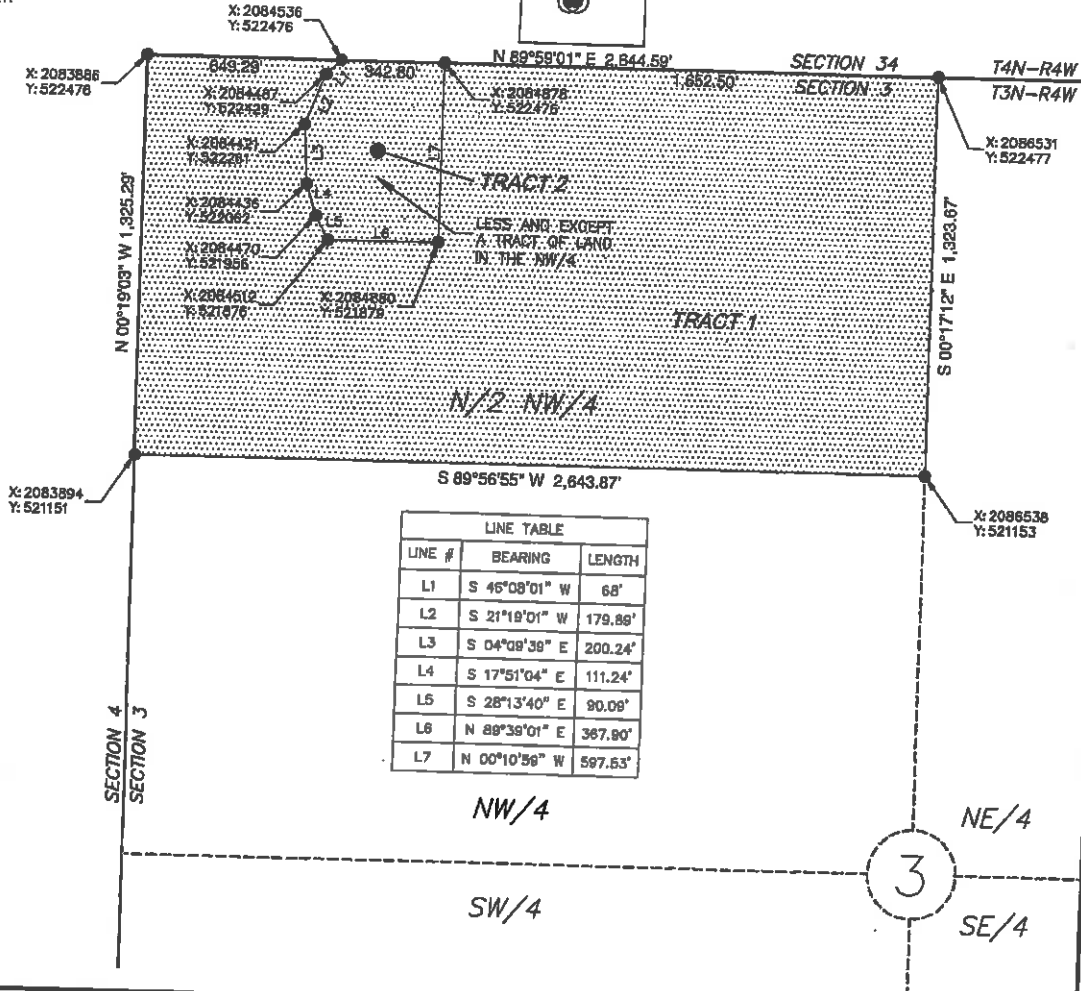
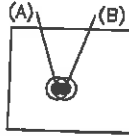
**NOTES:**

1. DIMENSIONS TO THE SECTION LINES ARE APPROXIMATE, AND WERE NOT DETERMINED IN THE COURSE OF A BOUNDARY SURVEY.

(A) MARATHON OIL COMPANY  
ACTION JACKSON 0404 1-34-27MXH  
1,386' FWL - 215' FSL  
ELEV. 1,127' GR.

(B) MARATHON OIL COMPANY  
ROLLINS 0404 1-34-27WXX  
1,421' FWL - 215' FSL  
ELEV. 1,126' GR.

PAD AREA  
3.24 AC.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 46°08'01" W	68'
L2	S 21°19'01" W	179.89'
L3	S 04°09'39" E	200.24'
L4	S 17°51'04" E	111.24'
L5	S 28°13'40" E	90.09'
L6	N 89°39'01" E	367.90'
L7	N 00°10'59" W	597.53'

SUB-SURFACE EASEMENT  
ACTION JACKSON 0404 1-34-27MXH &  
ROLLINS 0404 1-34-27WXX  
BEING: A 80.40 ACRE TRACT OF LAND, LESS AND EXCEPT A  
5.84 ACRE TRACT OF LAND IN THE N/2 OF THE NW/4 IN  
SECTION 3, T3N-R4W, GARVIN COUNTY, OKLAHOMA

THIS DRAWING WAS PREPARED EXCLUSIVELY FOR MARATHON OIL COMPANY AND MAY NOT BE  
RELIED UPON BY ANY OTHER ENTITY WITHOUT THE CONSENT OF ATWELL, LLC.

  
**Marathon Oil**  
Corporation.

 **ATWELL**  
770.423.0807 www.atwell-group.com  
1235 Lakes Parkway, Bldg. 100, Suite 120  
Lawrenceville, GA 30043

REV#	DATE	DESC.
SCALE:	1"= 500'	
DATE:	02/21/19	
DRAWN BY:	GRJ	
APP'D BY:	ONM & DCC	
JOB NO.:	1900049	
SHEET:	1 OF 1	

99

STATE OF OKLAHOMA  
COUNTY OF GARVIN

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§  
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#19

SUBSURFACE EASEMENT

Jackie Lynn Daugherty Mayo, whose address is P.O. Box 891976, Oklahoma City, OK 73189, and Melissa Kaye Mayo, whose address is P.O. Box 873 Lindsay, OK 73052, and Cynthia Lynn Mayo, whose address is 6042 Hawkeye Road Krum, TX 76249 ("Grantor") for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, have **GRANTED**, and by these presents do **GRANT**, unto Marathon Oil Company, 7301 NW Expressway, Suite 225, Oklahoma City, OK 73132, ("Grantee"), a non-exclusive subsurface easement and right of way covering the subsurface of the following described property ("Property"):

**Township 3 North, Range 4 West**

Lots 3 and 4, Less and except a tract of land in the Northwest Quarter (NW/4) of Section Three (3) Township Three (3) North Range Four (4) West more particularly described as; Commencing at the NW/C of the NW/4, thence S.89°46'E. a distance of 649.29 ft. to the POB, thence S.46°.23'W. a distance of 68 ft., thence S.21°.34"W. a distance of 179.89 ft., thence S.03°.54'.40"E. a distance of 200.24 ft., thence S.17°.36'.05"E. a distance of 111.24 ft., thence S.27°.58'.41"E. a distance of 90.09 ft., thence N.89°.54'E. a distance of 367.9 ft., thence N.00°.04'E. a distance of 599.06 ft., thence N.89°.46'.01"W. a distance of 342.89 ft. to the POB

The easement and right of way granted hereby shall be limited to the right to make reasonable use of the Property in conjunction with Grantee's exploration and development of the minerals underlying the Marathon Oil Company Action Jackson & Rollins Unit ("Mineral Acreage") as depicted on Exhibit "A". The area of this easement shall be limited to the area of the Property depicted on the plat attached hereto as Exhibit "A", with a degree of variation allowed.

The easement and right of way shall include the right of ingress and egress through and under the Property for the exploration, development and production of hydrocarbons from the Mineral Acreage. This easement and right of way additionally includes the right to make reasonable use of the subsurface of the Property in conjunction with the Action Jackson 0404 1-34-27MXH and Rollins 0404 1-34-27WXH wells only, with respect to the Mineral Acreage, including, but not limited to, any operations reasonably necessary in conjunction with the drilling or completion (or subsequent reworking, re-drilling, or recompletion) of the aforementioned wells with respect to the



100

Mineral Acreage, further including, but not limited to, the right to drill two directional and horizontal oil and gas wells through the subsurface of the Property to or from locations on the Mineral Acreage and the right to place boreholes, drill pipe, drill bits, casing, tubing, testing devices, downhole equipment and accessories necessary for those purposes.

This Subsurface Easement shall remain in effect so long as Grantee (or its heirs, successors or assigns) maintains a valid oil and gas lease covering any portion of the Mineral Acreage.

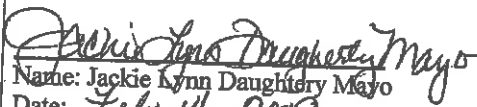
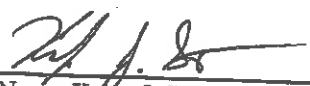
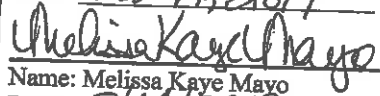
If the Property are not subject to any existing oil and gas lease, nothing in this Subsurface Easement shall prevent Grantor from leasing the Property for oil and gas exploration and production; however, any future granting of an oil and gas lease shall be subject to this Subsurface Easement.

This Subsurface Easement does not affect the ownership of any oil, gas or hydrocarbons produced from the Mineral Estate or give Grantor any right to be paid based on that production.

Grantor's use of the Property shall not interfere with Grantee's rights under this Subsurface Easement. In this regard, Grantor hereby covenants and agrees that no obstructions will be constructed within the Property, in such a way that may at any time or in any manner interfere with Grantee's well(s), equipment or operations within its easement described herein, including, but not limited to, any disposal wells.

The terms set forth herein shall be covenants running with the land and shall be binding on Grantor's and Grantee's respective heirs, executors, administrators, successors and assigns.

This instrument may be executed in multiple counterparts, and if so executed, each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

GRANTOR:	GRANTEE: <u>Marathon Oil Company</u>
 Name: Jackie Lynn Daugherty Mayo Date: <u>Feb 14, 2019</u>	 Name: Kelyn J. Synatschk <i>KJH</i> Date: <u>2/11/19</u> Its: Attorney-in-Fact
 Name: Melissa Kaye Mayo Date: <u>2/14/2019</u>	
Name: Cynthia Lynn Mayo Date: _____	

Mineral Acreage, further including, but not limited to, the right to drill two directional and horizontal oil and gas wells through the subsurface of the Property to or from locations on the Mineral Acreage and the right to place boreholes, drill pipe, drill bits, casing, tubing, testing devices, downhole equipment and accessories necessary for those purposes.

This Subsurface Easement shall remain in effect so long as Grantee (or its heirs, successors or assigns) maintains a valid oil and gas lease covering any portion of the Mineral Acreage.


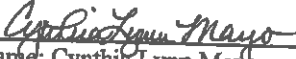
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This instrument may be executed in multiple counterparts, and if so executed, each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

GRANTOR:	GRANTEE: <u>Marathon Oil Company</u>
Name: Jackie Lynn Daughtery Mayo Date: _____	 Name: Kefyn J. Synatschk WA Date: <u>2/1/19</u> Its: Attorney-in-Fact
Name: Melissa Kaye Mayo Date: _____	
 Name: Cynthia Lynn Mayo Date: <u>02/26/2019</u>	

STATE OF OKLAHOMA §  
COUNTY OF Cleveland §

This instrument was acknowledged before me on this 14 day of Feb, 2019 by Jackie Lynn Daugherty Mayo

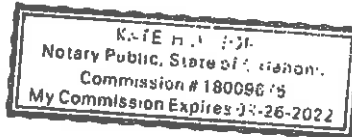
[Signature]  
Notary Public



STATE OF OKLAHOMA §  
COUNTY OF Stephens §

This instrument was acknowledged before me on this 14 day of Feb, 2019 by Melissa Kaye Mayo

[Signature]  
Notary Public



STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Cynthia Lynn Mayo

\_\_\_\_\_  
Notary Public



STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

BE IT KNOWN, that on 2-11-19, before me, the undersigned authority, personally came and appeared Kelyn J. Synatschk appearing herein in his capacity as Attorney-in-Fact of Marathon Oil Company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of the limited liability company with full authority, and that the instrument is the free act and deed of the limited liability company and was executed for the uses, purposes and benefits therein expressed.

In witness hereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public, State of Oklahoma



STATE OF OKLAHOMA §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Jackie Lynn Daugherty Mayo

\_\_\_\_\_  
Notary Public

STATE OF OKLAHOMA §  
COUNTY OF \_\_\_\_\_ §

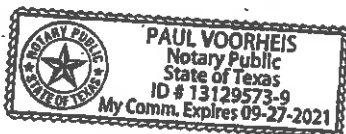
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Melissa Kaye Mayo

\_\_\_\_\_  
Notary Public

STATE OF TEXAS §  
COUNTY OF DENTON §

This instrument was acknowledged before me on this 26 day of February, 2019 by Cynthia Lynn Mayo

Paul Voorheis  
Notary Public

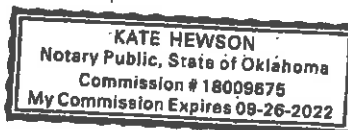


STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

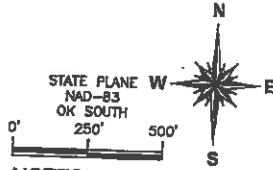
BE IT KNOWN, that on 2-11-19, before me, the undersigned authority, personally came and appeared Kelyn J. Synatschk appearing herein in his capacity as Attorney-in-Fact of Marathon Oil Company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of the limited liability company with full authority, and that the instrument is the free act and deed of the limited liability company and was executed for the uses, purposes and benefits therein expressed.

In witness hereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public, State of Oklahoma



# EXHIBIT "A"

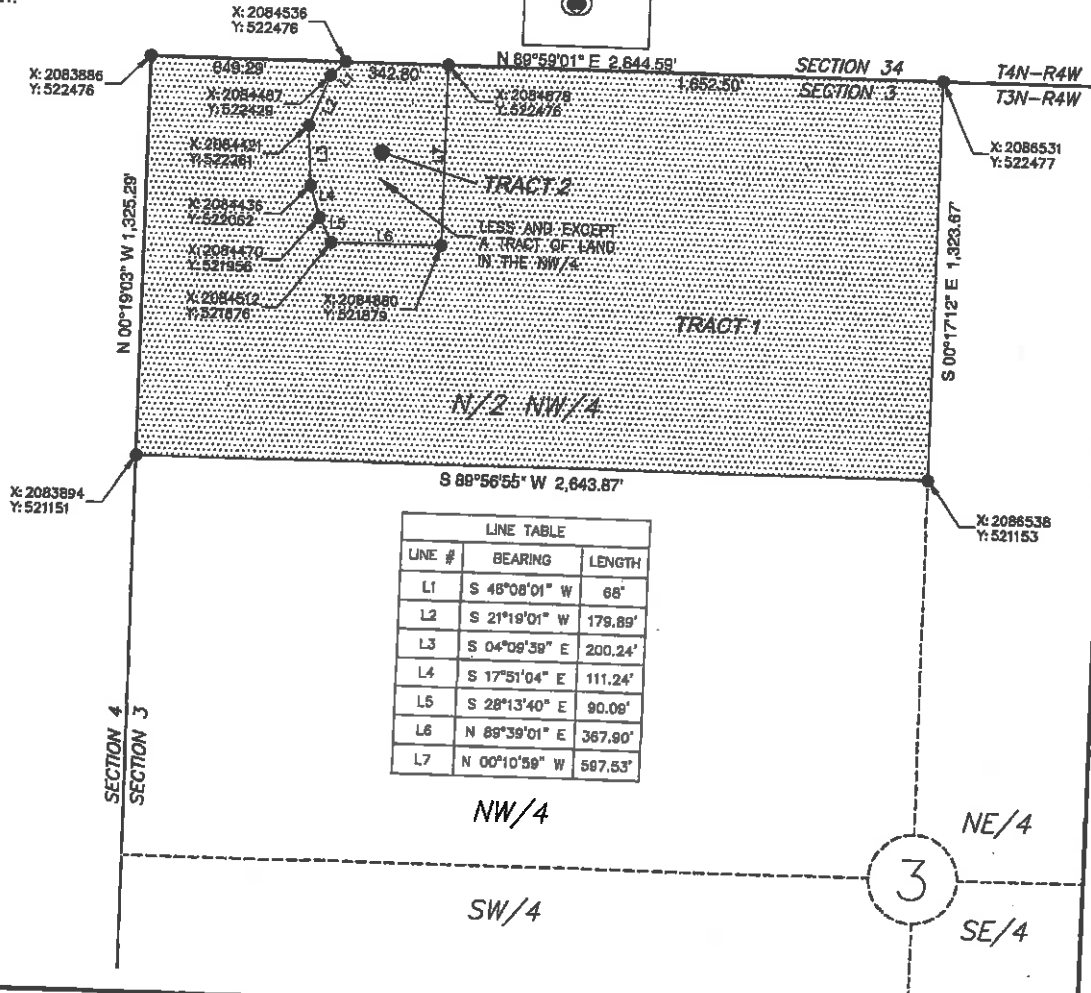
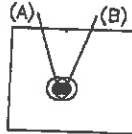


**NOTES:**

1. DIMENSIONS TO THE SECTION LINES ARE APPROXIMATE AND WERE NOT DETERMINED IN THE COURSE OF A BOUNDARY SURVEY.

- (A) MARATHON OIL COMPANY  
ACTION JACKSON 0404 1-34-27MXH  
1,396' FWL - 215' FSL  
ELEV. 1,127' GR.
- (B) MARATHON OIL COMPANY  
ROLLINS 0404 1-34-27WXH  
1,421' FWL - 215' FSL  
ELEV. 1,126' GR.

PAD AREA  
3.24 AC.



**SUB-SURFACE EASEMENT**  
**ACTION JACKSON 0404 1-34-27MXH &**  
**ROLLINS 0404 1-34-27WXH**  
 BEING: A 80.40 ACRE TRACT OF LAND, LESS AND EXCEPT A  
 5.84 ACRE TRACT OF LAND IN THE N/2 OF THE NW/4 IN  
 SECTION 3, T3N-R4W, GARVIN COUNTY, OKLAHOMA

THIS DRAWING WAS PREPARED EXCLUSIVELY FOR MARATHON OIL COMPANY AND MAY NOT BE  
 RELIED UPON BY ANY OTHER ENTITY WITHOUT THE CONSENT OF ATWELL, LLC.

**Marathon Oil Corporation.**

**ATWELL**  
 770-422-0807 www.atwell-group.com  
 1235 Lakes Parkway, Bldg. 100, Suite 120  
 Lawtonville, GA 30043

REV#	DATE	DESC.
SCALE: 1" = 600'		
DATE: 02/21/19		
DRAWN BY: GRJ		
APP'D BY: ONM & DCC		
JOB NO.: 19000049		
SHEET: 1 OF 1		