



Auction Manager:

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Property:

Minerals in Garvin, McClain, Grady and Roger Mills Counties,
and surface rights in Garvin County, all in the State of Oklahoma,
owned by the Mary and James Harrison Foundation

SEALED BID PACKET

Sealed Bid Deadline: May 24, 2019

Contents:

- Bidder Instructions and Information
- Form of Agreement to Purchase
- Form of Earnest Money Receipt
- Auction Exhibit Binder (with Exhibits A - G)
- Preliminary title insurance schedules with copies of recorded exceptions
- EPA/HUD brochure: "Protect Your Family From Lead In Your Home"

BIDDER INSTRUCTIONS AND INFORMATION

The following bidder instructions and information are part of a Sealed Bid Packet assembled for purposes of a sealed bid auction with a sealed bid deadline of May 24, 2019 conducted by Schrader Real Estate and Auction Company, Inc. on behalf of the Mary and James Harrison Foundation, as Seller, with respect to certain minerals in Garvin, McClain, Grady and Roger Mills Counties, and surface rights in Garvin County, all in the State of Oklahoma.

1. Do not submit your bid(s) unless and until you have received and are familiar with the entire Sealed Bid Packet. In addition to these Bidder Instructions, the Sealed Bid Packet also includes:
 - Blank form of Agreement to Purchase
 - Form of Earnest Money Receipt
 - Auction Exhibit Binder with the following exhibits:
 - Exhibit A: Tract Descriptions
 - Exhibit B: Seller's Addendum
 - Exhibit C: Form of Trustee's Deed for Surface Tract
 - Exhibit D: Form of Mineral Deed for Mineral Tracts
 - Exhibit E: Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services
 - Exhibit F: Seller's Residential Property Condition Disclosure Exemption Form (Surface Tract)
 - Exhibit G: Lead-based paint disclosure form (Surface Tract)
 - Preliminary title insurance schedules, for the Surface Tract only, prepared by American Abstract Company of McClain County, Inc. dated December 31, 2018 (but signed as of January 9, 2019) and identified as File No. 20190035, including preliminary Schedule B-II identifying exceptions 1 - 23, together with copies of the recorded documents which are listed in Schedule B-II as exceptions 11 - 23.
 - EPA/HUD brochure: "Protect Your Family From Lead In Your Home"
2. For purposes of this Sealed Bid Auction, the property has been divided into seven (7) separate tracts, including Tracts 1 through 6 consisting of mineral rights only (the "**Mineral Tracts**") and Tract 7 consisting of surface rights only (the "**Surface Tract**"). Each tract is described and identified by tract number in the Tract Descriptions included in the Auction Exhibit Binder as Exhibit A.
3. Use page 9 of the Agreement to Purchase (the "**Signature Page**") to define your bid(s). Each completed and signed Signature Page constitutes a separate bid. You may submit one or more bid(s) on one or more tract(s), as follows:
 - **Single Bid for a Single Tract:** In order to submit a single bid for a single tract, use one Agreement to Purchase form to designate such tract on the Signature Page.
 - **Single Bid for Multiple Tracts:** In order to submit a single bid for multiple tracts, use one Agreement to Purchase form to designate multiple tracts on the Signature Page. Any such bid constitutes an offer for the purchase of all of the tracts designated on the Signature Page and Seller shall have no right or power of acceptance with respect to less than all of the designated tracts.
 - **Multiple Alternative Bids:** In order to submit multiple alternative bids for different tracts or different combinations, use multiple forms of the Agreement to Purchase and mark "Multiple Alternative Bids" on the Signature Pages. Each separate Signature Page defines a separate bid. If "Multiple Alternative Bids" is indicated on the Signature Pages, Seller may accept only one of your bids.
 - **Multiple Independent Bids:** In order to submit multiple independent bids for different tracts or different combinations, use multiple forms of the Agreement to Purchase and mark "Multiple Independent Bids" on the Signature Pages. Each separate Signature Page defines a separate bid. If "Multiple Independent Bids" is indicated on the Signature Pages (or if not otherwise indicated), Seller may accept any one or more of your bids.

Note: If you submit multiple bids and you do not check the box for *either* "Multiple Alternative Bids" or "Multiple Independent Bids", your bids will be treated as Multiple Independent Bids.

4. In order to submit a bid, carefully follow the step-by-step instructions below:

- On the Signature Page of the Agreement to Purchase, designate the particular tract or tracts on which you intend to bid by writing a separate dollar amount in the 'bid' column for each tract on which you intend to bid. One or more tracts may be excluded from your bid by crossing out the excluded tract(s) on the Signature Page. However, if a separate dollar amount is not specified for any tract, such tract shall be excluded regardless of whether it has been crossed out on the Signature Page. For purposes of the Agreement to Purchase, the "Designated Tracts" shall consist of only the tract or tracts for which a dollar amount is written in the 'bid' column of the row(s) corresponding to such tract(s).
- Write the Total Bid Amount in the space provided on the Signature Page. If you are bidding on a single tract, the Total Bid Amount should be equal to the bid amount specified for that tract. If you are bidding on multiple tracts, the Total Bid Amount should be equal to the sum of the separate dollar amounts specified for the included tracts.

THE PURCHASE PRICE IS THE TOTAL BID AMOUNT PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE TOTAL BID AMOUNT. AT CLOSING, THE 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO THE TOTAL BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.

- Check the box for "Single Bid" or "Multiple Alternative Bids" or "Multiple Independent Bids", as applicable. (See paragraph 3 above.)
- Sign, date and complete the "Signature of Buyer" section of the Signature Page. Be sure to provide all requested information pertaining to the Buyer on the appropriate blank line. The Signature Page must be signed by the Buyer(s) or the by an authorized officer or agent of the Buyer. If the Buyer is corporation, LLC or another type of entity (other than an individual or group of individuals), print the full legal name of the Buyer entity, the type of entity and the state of incorporation or organization and print the name and the office or capacity of each individual signing on behalf of the entity. If you are signing as an officer or agent, please enclose documents with your bid establishing your authority.
- Sign or initial each exhibit that applies to your bid, as follows:

Exhibit:	Re:	Applies To:	Specific Instructions:
Exhibit A	Tract Descriptions	All	Buyer's initials (top of page)
Exhibit B	Seller's Addendum	Surface Tract only	Sign & date page 3; initial pages 1 & 2
Exhibit C	Form of Trustee's Deed	Surface Tract only	Buyer's initials (top of page 1)
Exhibit D	Form of Mineral Deed	Mineral Tracts only	Buyer's initials (top of page 1)
Exhibit E	Brokerage Duties	All	Sign and date; print Buyer's name
Exhibit F	Residential Exemption Form	Surface Tract only	Sign and date
Exhibit G	Lead-Based Paint Form	Surface Tract only	Initial (c) & (d); check (e)(ii); sign and date below

- Prepare a check for the 10% earnest money deposit in accordance with paragraph 6 below.
- Prepare a sealed bid envelope by writing "Sealed Bid for Harrison Foundation Auction" and the name and address of the bidder on the outside front of the envelope.
- Place the earnest money check, the Agreement to Purchase and all applicable Exhibits (each having been completed and signed by the bidder) in the sealed bid envelope and send or deliver to the Auction Manager as follows:

Via overnight courier, U.S. Mail or personal delivery to:

Brent Wellings
C/o Wellings Real Estate Investments & Advisory, LLC
205 W 7th Avenue, Suite 203A
Stillwater, OK 74074

5. Your bid must be **received** at the address shown above on or before **May 24, 2019**.

6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "American Abstract Company of McClain County, Inc.". The earnest money deposit must be at least ten percent (10%) of the Total Bid Amount written on the Signature Page. If you are submitting multiple bids, a separate earnest money check should be included for each separate bid. By submitting a bid, you are authorizing the Auction Company to confirm availability of funds.**
7. If your bid is accepted, the earnest money check will be delivered to American Abstract Company of McClain County, Inc., as Escrow Agent, to be held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted, the earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase.
8. Be sure you have arranged financing, if needed, and are capable of paying cash at closing. Your bid is not conditional upon financing.
9. Seller reserves the right to accept any bid and/or to reject any or all bids, as determined by Seller in Seller's sole discretion.
10. Without limiting the foregoing provision, if bids received from different bidders are equivalent or substantially equivalent as determined by Seller in Seller's sole discretion, Seller may (but shall not be required to) allow such bidders an opportunity to submit higher bids.
11. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding purchase contract. Such offer will automatically expire unless it is accepted by Seller on or before the Acceptance Deadline. The Acceptance Deadline is 11:59 o'clock p.m. Central Time on **May 28, 2019**.
12. All terms of sale are set forth in the Agreement to Purchase (including the particular exhibits which are incorporated by reference therein). If any provision of the Agreement to Purchase is incompatible with any other statement in the Sealed Bid Packet or in any marketing materials, the provision of the Agreement to Purchase shall control; provided, however, with respect to the Surface Tract, if any provision of the Agreement to Purchase is incompatible with any provision of Seller's Addendum (Exhibit B), the provision of Seller's Addendum shall control.
13. The information, exhibits and disclosures provided in this Sealed Bid Packet are provided for informational purposes only and shall not constitute any warranty of any kind. The bidder is responsible for conducting the bidder's own independent investigation and evaluation of the Property prior to bidding and for independently investigating and verifying those facts which the bidder deems material to the bidder's evaluation of the Property. By submitting a bid, the bidder acknowledges and accepts such responsibility and agrees that any sale of the Property will be made "AS IS, WHERE IS" as provided in the Agreement to Purchase.
14. Schrader Real Estate and Auction Company, Inc. and its their respective agents and representatives are exclusively the agents of the Seller.

Buyer and Seller are responsible for consulting with their own respective attorneys for any legal advice and/or representation regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement**”) is executed on the date(s) indicated on the signature page of this Agreement (the “**Signature Page**”) in connection with a sealed bid auction process (“**Sealed Bid Auction**”) through which Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”), on behalf of Mary and James Harrison Foundation, an Oklahoma not-for-profit-corporation (“**Seller**”), has solicited bids with respect to certain real estate (including surface rights and minerals) located in the Counties of Garvin, McClain, Grady and Roger Mills, all in the State of Oklahoma.

For purposes of this Sealed Bid Auction, the real estate has been divided into seven (7) separate tracts identified as Tracts 1 through 6 consisting of mineral rights only (collectively, the “**Mineral Tracts**”) and Tract 7 consisting of surface rights only (the “**Surface Tract**”). The Mineral Tracts and the Surface Tract are each described and identified by tract number in the Exhibit A (“**Exhibit A**”) which is part of the Auction Exhibit Binder (“**Auction Exhibit Binder**”) included in the Sealed Bid Packet (“**Sealed Bid Packet**”) prepared by Auction Company for purposes of this Sealed Bid Auction. Exhibit A is incorporated herein as an integral part of this Agreement.

“**Buyer**” refers to the individual(s) and/or entity(ies), whether one or more, signing as Buyer(s) on the Signature Page of this Agreement. Buyer’s execution and delivery of this Agreement constitutes an offer or bid to purchase from Seller the particular tract(s) identified as the Designated Tracts on the Signature Page. (As used herein, the terms “offer” and “bid” have the same meaning, both referring to an offer which will constitute a binding contract, if and when accepted by Seller, upon the terms and conditions set forth in this Agreement.)

Buyer understands and acknowledges that: (i) Buyer is responsible for having completed, before submitting this offer, all appropriate inspections, investigations and review with respect to the Property (as defined below) and the prospective acquisition thereof by Buyer; and (ii) if this offer is accepted by Seller, Buyer’s obligation to purchase and acquire the Property will not be subject to any condition or contingency regarding the physical condition or attributes of the Property or regarding Buyer’s ability to obtain any financing or permits or any other condition or contingency except as expressly set forth in this Agreement. Buyer is offering to purchase the Property “AS IS, WHERE IS”, without any promise, representation or warranty from Seller except as expressly set forth in this Agreement.

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Designated Tracts.** This Agreement applies to (and this purchase includes) only the particular tract(s) for which a separate dollar amount is written in the ‘bid’ column of the row(s) corresponding to such tract(s) on the Signature Page, said tract(s) being further described and identified by the same tract number(s) in Exhibit A (the “**Designated Tracts**”, whether one or more). One or more tract(s) may be excluded from this purchase by crossing out the excluded tract(s) on the Signature Page. However, if a separate dollar amount is not specified for any tract, such tract shall be excluded regardless of whether it has been crossed out on the Signature Page. For purposes of this Agreement, the Designated Tracts shall consist of only the tract(s) for which a separate dollar amount is specified on the Signature Page. Any provision of this Agreement that refers to a tract that is not one of the Designated Tracts shall not apply unless and except to the extent that such provision also affects or pertains to one or more of the Designated Tracts and/or the sale and/or conveyance thereof pursuant to this Agreement.

2. **Property.** In accordance with and subject to the terms of this Agreement, Buyer agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the property described as follows (the “**Property**”): (a) if this purchase includes one or more of the Mineral Tracts, all of Seller’s right, title and interest in and to the Minerals (as defined below) in and under and that may be produced from the particular land identified with the particular Mineral Tracts included with this purchase (the “**Designated Mineral Tracts**”, whether one or more); and (b) if this purchase includes the Surface Tract, the surface rights with respect to the land comprising the Surface Tract, together with all buildings, improvements and permanent fixtures presently existing on said land. Notwithstanding any other provision: (i) the Surface Tract does not include any interest in Minerals; and (ii) the Mineral Tracts do not include any surface rights other than the rights of an owner of severed minerals pursuant to the laws of Oklahoma. “**Minerals**” refers to, with respect to any particular land, the oil, gas and other minerals in and under the surface of and that may be produced from such land and all rights appurtenant to the ownership of such oil, gas and other minerals.

3. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the Total Bid Amount on the Signature Page, plus a Buyer’s Premium equal to four percent (4.0%) of the Total Bid Amount written on the Signature Page. The Purchase Price shall not be subject to adjustment regardless of the number of acres shown in any survey or other record created before or after this Agreement. Prior to the Closing, Buyer shall deliver Good Funds to the Closing Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less the Earnest Money delivered pursuant to this Agreement and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available

funds delivered by confirmed wire transfer to an account designated by the Closing Agent. “Closing Agent” refers to the title company administering the Closing pursuant to Section 9 below.

4. **Earnest Money.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to American Abstract Company of McClain County, Inc. (“**Escrow Agent**”) in an amount equal to at (least ten percent 10%) of the Purchase Price, to be held in escrow, delivered to the Closing Agent at or prior to Closing and applied to the Purchase Price at Closing.

5. **Conveyance of Surface Tract (If Included).** If this purchase includes the Surface Tract, the following provisions of this Section 5 shall apply, but only with respect to the Surface Tract:

(a) **Seller’s Addendum.** With respect to the Surface Tract, this Agreement is subject to the terms of the Seller’s Addendum which is included as part of the Auction Exhibit Binder as Exhibit B (“**Exhibit B**”) and which is hereby incorporated herein as an integral part of this Agreement. Exhibit B shall be executed and delivered by the parties concurrently with and as part of the execution and delivery of this Agreement.

(b) **Delivery of Title.** The Surface Tract shall be conveyed to Buyer by a Trustee’s Deed (without warranty) to be furnished by Seller at Seller’s expense and executed and delivered at Closing in substantially the form of Trustee’s Deed which is included as part of the Auction Exhibit Binder as Exhibit C and which is hereby incorporated herein as an integral part of this Agreement.

(c) **Survey.** The Surface Tract shall be conveyed using the legal description(s) from existing deed(s) and/or survey(s) unless a new legal description is provided in connection with a new survey obtained in accordance with the terms of this Agreement. A new survey of all or any part(s) of the land comprising the Surface Tract shall be obtained prior to closing *if and only if*: (i) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (ii) Seller elects to obtain a new survey for any other reason in Seller’s sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The cost of any survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Seller and Buyer.

(d) **Preliminary Title Evidence.** Buyer acknowledges that Buyer received the Sealed Bid Packet prior to submitting this offer, including the preliminary title insurance schedules for the Surface Tract prepared by American Abstract Company of McClain County, Inc. dated December 31, 2018 (but signed as of January 9, 2019) and identified as File No. 20190035, including the preliminary Schedule B-II with 23 listed exceptions, and including copies of the recorded documents which are listed in Schedule B-II as exceptions 11 - 23 (collectively, the “**Preliminary Title Evidence**”). Buyer agrees to acquire the Surface Tract and accept the title thereto subject to and notwithstanding all matters (except liens, if any) listed, disclosed or described in the Preliminary Title Evidence, whether or not referring to a recorded instrument.

(e) **Updated Title Evidence.** Prior to Closing, Seller shall furnish an updated commitment dated after the date of this Agreement (the “**Updated Title Evidence**”) for the issuance of a standard ALTA owner’s title insurance policy in the amount of the Purchase Price (or the portion thereof allocated to the Surface Tract in accordance with Section 10 below, if applicable) insuring marketable title to the Surface Tract in the name of Buyer (with respect to the surface rights only), subject to the Permitted Exceptions. Buyer agrees to accept the Updated Title Evidence furnished by Seller notwithstanding: (i) standard exceptions, conditions and requirements; (ii) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (iii) any specific or general exception or exclusion with respect to Minerals; and/or (iv) any matter listed, described or revealed in the Updated Title Evidence that constitutes a Permitted Exception. Seller shall pay all search fees, abstracting expenses and attorney’s fees incurred for the preparation of the Preliminary Title Evidence and the Final Title Commitment. However, Seller is not required to pay for the issuance of a title insurance policy.

(f) **Title Insurance at Buyer’s Expense.** If Buyer and/or Buyer’s lender elect(s) to purchase title insurance: (i) the cost of issuing the title insurance policy(ies), including title insurance premium costs, shall be charged to Buyer; and (ii) Seller shall cooperate with respect to the satisfaction of requirements of the title company that are reasonable and customary and that are not inconsistent with the terms of this Agreement; *provided, however*, Seller shall have no obligation with respect to any matter that constitutes a Permitted Exception.

(g) **Delivery of Possession; Existing Farm Lease.** Possession of the Surface Tract shall be delivered to Buyer effective as of the completion of Closing, subject to the Permitted Exceptions; *provided, however*, possession shall be delivered subject to the rights of the current farm tenant to retain possession of and access to the cropland pursuant to the existing farm lease which expires the earlier of June 30, 2019 or completion of the wheat harvest. The rights and obligations of Seller under said farm lease (including the right of possession upon expiration of said lease and the obligation to accommodate the farm tenant’s right of possession until then) shall be assigned to and assumed by Buyer in accordance with and subject to the following provisions: (i) such assignment and assumption shall be effective automatically as of the

completion of the Closing, without the execution of a separate instrument of assignment and assumption and without any warranty, guarantee, promise or representation of any kind by Seller with respect to such rights and obligations; (ii) the obligations assumed by Buyer shall not include any liability arising from any pre-Closing breach, default or non-performance by Seller of Seller's obligations under said farm lease; and (iii) the rights assigned to Buyer shall not include any rights with respect to any rent paid by or due under said lease; and (iv) Seller reserves all rights with respect to any rent paid or due under said lease with no credit, proration or adjustment in favor of Buyer at the time of Closing or thereafter.

(h) **Risk of Loss.** The Surface Tract shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of material loss or damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following with respect to the Surface Tract prior to Closing: (i) normal use, wear and tear; (ii) loss or damage that is repaired prior to Closing; and (iii) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

(i) **Surface Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent only upon the satisfaction of the following requirements with respect to the Surface Tract (collectively, the "**Surface Conveyance Requirements**"): (i) that Buyer has received the Updated Title Evidence in accordance with the terms of this Agreement; (ii) that Seller is able to deliver possession of the Surface Tract in accordance with and subject to the terms and conditions of this Agreement; and (iii) that Seller is able to convey fee simple title to the Surface Tract, free and clear of any lien (except the lien for current, non-delinquent Taxes) and free and clear of any other material encumbrance that does not constitute a Permitted Exception. For purposes of this Agreement, the title to the Surface Tract shall be deemed sufficient and marketable if Seller is able to convey the Surface Tract in conformance with the Surface Conveyance Requirements. If Seller is unable to convey the Surface Tract in conformance with the Surface Conveyance Requirements: (A) such inability shall constitute a failure of said condition, but not a Seller default; and (B) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the date of Closing up to 30 days in order to cure such nonconformity. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

(j) **Additional Surface Title Evidence.** If Buyer obtains or intends to obtain any Additional Surface Title Evidence (as defined below): (i) Buyer shall be solely responsible for obtaining such Additional Surface Title Evidence in a timely manner and for paying all costs associated therewith; (ii) the Closing shall not be conditioned upon or delayed for the delivery of any Additional Surface Title Evidence; (iii) Seller shall have no obligation with respect to any matter identified in the Additional Surface Title Evidence that constitutes a Permitted Exception; and (iv) Buyer's obligation to acquire the Property at Closing shall not be contingent upon the delivery of any Additional Surface Title Evidence or the satisfaction of any other condition except as expressly set forth in this Agreement. "**Additional Surface Title Evidence**" refers to any title evidence sought or obtained by Buyer with respect to the Surface Tract (including any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, title insurance endorsement, other title insurance product, survey product and/or other evidence of title) *other than*: (A) the Preliminary Title Evidence furnished with respect to the Surface Tract; (B) the Updated Title Evidence to be furnished in accordance with the express terms of this Agreement with respect to the Surface Tract; and (C) any survey that is obtained in accordance with the express terms of this Agreement with respect to the Surface Tract.

6. **Conveyance of Designated Mineral Tracts (If Any).** If this purchase includes any of the Mineral Tracts, the following provisions of this Section 6 shall apply, but only with respect to the Designated Mineral Tracts:

(a) **Delivery of Title.** The Designated Mineral Tracts shall be conveyed to Buyer by a Mineral Deed, without warranty, to be furnished by Seller at Seller's expense and executed and delivered at Closing in substantially the form of Mineral Deed which is included as part of the Auction Exhibit Binder as Exhibit D and which is hereby incorporated herein as an integral part of this Agreement. The effective date of the transfer of the Designated Mineral Tracts shall be the first day of the calendar month in which the Closing occurs.

(b) **Mineral Tract Disclaimers and Acknowledgments.** Buyer hereby acknowledges (and represents and warrants to Seller) that Buyer has examined the title with respect to the Designated Mineral Tracts to the extent Buyer deems necessary and thus will accept title in its current condition. Moreover, Buyer understands and accepts that the deed will be made without warranty of title, express or implied and Seller shall not be obligated for any title curative subsequent to execution of the deed. Seller makes no representations or warranties for any purpose whatsoever as to the quality, quantity, usability, suitability, mineability, value or condition of the Designated Mineral Tracts, including the oil, gas and all other minerals which may or may not be included therewith and/or present therein, and said property together with its environmental condition will be sold, conveyed, transferred, assigned and delivered to Buyer on an as-is and where-is basis. Buyer represents and warrants that Buyer has examined the applicable tax records, regardless if provided by Seller, to determine the delinquency, if any, of amounts owed to any state or local government. Seller shall not be

responsible for payment of any taxes owed on the Designated Mineral Tracts, including delinquent, unpaid or adjusted ad valorem taxes due, accrued or adjusted before the date of this Agreement first written above. The transfer and conveyance of the Designated Mineral Tracts will be made without any warranty of title, express or implied.

(c) **Mineral Title Evidence.** If Buyer obtains or intends to obtain any Mineral Title Evidence (as defined below): (i) Buyer shall be solely responsible for obtaining such Mineral Title Evidence in a timely manner and for paying all costs associated therewith; (ii) the Closing shall not be conditioned upon or delayed for the delivery of any Mineral Title Evidence; (iii) Seller shall have no obligation with respect to any matter identified in the Mineral Title Evidence; and (iv) Buyer's obligation to acquire the Property at Closing shall not be contingent upon the delivery of any Mineral Title Evidence or the satisfaction of any other condition except as expressly set forth in this Agreement. "**Mineral Title Evidence**" refers to any title evidence sought or obtained by Buyer with respect to the Designated Mineral Tracts (including any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, title insurance endorsement, other title insurance product, survey product and/or other evidence of title).

7. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, any title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) any variation between a deeded boundary line and a fence line, field line, ditch line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for current, non-delinquent Taxes; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) any matter disclosed in this Agreement (including all exhibits); (j) easements, conditions, restrictions, reservations and/or other matters (except liens, if any) appearing of record and disclosed, identified or listed as exceptions in the Preliminary Title Evidence; (k) environmental matters affecting the Property; and (l) all matters (except liens, if any) listed, disclosed or described in the Preliminary Title Evidence, whether or not referring to a recorded instrument.

8. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon Buyer's ability to obtain financing or the satisfaction of any other condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement.

9. **Closing.** The "**Closing**" refers to the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with the terms of this Agreement, including the delivery of title to Buyer and the delivery of the Purchase Price to Seller. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of **American Abstract Company of McClain County, Inc., 138 W. Main St., Purcell, OK 73080 (Tel: 405-527-7575)**. Subject to the terms and conditions of this Agreement, the Closing shall occur on or before June 28, 2019 or as soon as possible after said date upon completion of the survey (if applicable), the Updated Title Evidence (if applicable) and Seller's closing documents; *provided, however*, if for any reason the Closing does not occur on or before June 28, 2019 then, subject only to the satisfaction of the conditions described in Section 8 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 10 days after the effective date of such notice; and (b) at least 10 days after completion of the survey (if applicable) and the Updated Title Evidence (if applicable).

10. **Allocation of Purchase Price.** If this purchase includes multiple Designated Tracts, and if it is necessary or appropriate to allocate the Purchase Price between or among the Designated Tracts for the purpose of documenting and/or administering the Closing, such allocation shall be based on the separate bid amounts shown on the Signature Page and a proportionate allocation of the Buyer's Premium. If it is necessary or appropriate, for the purpose of documenting and/or administering the Closing, to further allocate the Purchase Price between different parts of the same tract (such as, for example, between the parts of Tract 6 located in different counties), any such allocation shall be determined solely by Seller.

11. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the survey(s), if any, obtained in accordance with the terms of this Agreement; (d) the cost of the Preliminary Title Evidence and Updated Title Evidence (if applicable); (e) the cost of preparing Seller's transfer documents, including the deed(s); (f) real estate transfer fees and/or deed stamps, if any, that Seller is required to pay under state or local law in connection with the conveyance of the Property; (g) the professional fees due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

12. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of Closing, including any loan commitment fees, document preparation, recording fees, mortgage tax, lender's title examinations, lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the survey, if any, obtained in accordance with the terms of this Agreement; (d) 100% of the cost of issuing any title insurance policy(ies), including title insurance premiums and the cost of any title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

13. **Taxes and Assessments.** Ad valorem property taxes that are or will be assessed against and attributable to any existing tax parcel that includes any part of the Property ("**Taxes**") and special assessments, if any, that are or will be assessed against and attributable to any existing tax parcel that includes any part of the Property ("**Assessments**") shall be allocated and paid as follows:

(a) Taxes assessed for the calendar year in which the Closing occurs ("**Current Year Taxes**") shall be prorated on a calendar year basis to the date of Closing. Seller shall pay any unpaid Taxes for prior years and Buyer shall assume the Taxes for subsequent years. If the amount of the Current Year Taxes is known and payable at the time of Closing, Seller and Buyer shall pay their respective shares of the prorated Current Year Taxes at the time of Closing. Seller shall pay all Assessments which are last payable without a penalty on or before the date of Closing and Buyer shall assume and pay all other Assessments to the extent attributed to the Property.

(b) If the amount of the Current Year Taxes is not known and payable at the time of Closing, the amount of the Current Year Taxes shall be estimated based on 100% of the amount last billed for a calendar year and Seller's prorated share of the amount thus estimated shall be paid by Seller via credit against the sums due from Buyer at Closing. Having received the benefit of such estimated payment via credit, Buyer shall then pay all Taxes billed after Closing (to the extent attributed to the Property), and any shortage or surplus with respect to the estimated amount thus credited at Closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). **AS BETWEEN BUYER AND SELLER, THE CURRENT YEAR TAXES SHALL NOT BE SUBJECT TO ADJUSTMENT AFTER CLOSING EVEN THOUGH THE ESTIMATED AMOUNT USED TO CALCULATE SELLER'S SHARE AT CLOSING MAY BE MORE OR LESS THAN THE ACTUAL AMOUNT DUE ONCE THE TAX RATES AND ASSESSMENTS ARE FINALIZED.**

(c) **SELLER AND AUCTION COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY TAXES OR ASSESSMENTS AFTER CLOSING. THE FOREGOING PROVISION AND ALL OTHER TERMS REGARDING THE ALLOCATION AND PAYMENT OF TAXES AND ASSESSMENTS SHALL SURVIVE CLOSING.**

14. **Condition of Property; Acknowledgment of Buyer.** Buyer is responsible for having completed all appropriate inspections of and investigations with respect to the Property prior to submitting this offer. Buyer acknowledges and represents to Seller that Buyer has either completed all such inspections and investigations or has knowingly and willingly elected to purchase the Property without having completed such inspections and investigations. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property in "as is" and "where is" condition. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement.

15. **THE PROPERTY IS SOLD "AS IS, WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.** Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, environmental matters, water rights, location or availability of utilities, the value of any Minerals or the extent of Seller's interest therein, availability of building, water or other permits, whether or not the Property qualifies for any specific use or purpose and/or the accuracy of any marketing materials (including any information or materials provided in connection with this Agreement and/or the marketing of the Property, the Sealed Bid Auction and/or any prior auction; collectively, "**Marketing Materials**"). Seller shall have no obligation or responsibility before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer warrants and represents to Seller that Buyer has performed all of Buyer's due diligence regarding the Property and was satisfied with the Property's condition before executing this Agreement. This warranty and representation of Buyer shall survive Closing.

16. **Remedies; Buyer Default.** The term “**Buyer Default**” refers to nonpayment of the Earnest Money in accordance with the provisions of this Agreement (including nonpayment or dishonor of any check delivered for the Earnest Money) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer’s obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller’s demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual, punitive and/or exemplary damages, plus attorney fees.

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller’s demand, Buyer shall execute and deliver to the Escrow Agent or Closing Agent holding the Earnest Money an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller’s remedies in the event of a Buyer Default shall include the right to terminate Buyer’s right to acquire the Property under this Agreement (without prejudice to Seller’s right to recover damages, including liquidated damages or actual, punitive and/or exemplary damages, as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

17. **Remedies; Seller Default.** The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the express requirements of this Agreement (including the Surface Conveyance Requirements and the requirements of Exhibit B - Seller’s Addendum, with respect to the Surface Tract, if the Surface Tract is included with this purchase), such inability shall constitute a failure of a condition and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer’s option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller’s obligations. Buyer’s remedies are limited to those described in this Section. Seller shall not be liable for damages of any kind.

18. **Remedies; General.** If this transaction fails to close then, notwithstanding any other provision, Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys’ fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

19. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code (“**Exchange**”). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party’s Exchange.

20. **Notices.** A notice given to a party under this Agreement shall be in writing and sent by overnight delivery via USPS, FedEx or UPS to the party’s notification address as provided below. In addition, if email address(es) is/are provided with a party’s notification address in this Agreement, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been

sent in accordance with this Section. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o BOK Financial, ATTN: Trent A. Baulch
2 West Second Street, Suite 1300
Tulsa, Oklahoma 74103

With PDF copies via email to: tbaulch@bokf.com and brent@schraderauction.com

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

21. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as agents for, the Seller. Buyer hereby acknowledges (and Seller has previously acknowledged) receipt of the Oklahoma Real Estate Commission form of "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services", which is included as part of the Auction Exhibit Binder as Exhibit E and which is hereby incorporated herein as an integral part of this Agreement. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

22. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

24. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. All documents comprising this Agreement shall be read and construed together as a harmonious whole; *provided, however*, if any provision of Exhibit B is incompatible with any other provision of this Agreement, the provision of Exhibit B shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Execution of this Agreement or any counterpart includes execution and delivery via fax and/or email.

25. **Auction Exhibit Binder.** Buyer hereby acknowledges that, prior to submitting this offer, Buyer received all of the following exhibits as part of the Auction Exhibit Binder:

Exhibit A: Tract Descriptions

Exhibit B: Seller's Addendum

Exhibit C: Form of deed for Surface Tract

Exhibit D: Form of deed for Mineral Tracts

Exhibit E: Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services

Exhibit F: Seller's Residential Property Condition Disclosure Exemption Form (Surface Tract)

Exhibit G: Lead-based paint disclosure form (Surface Tract)

26. **Additional Acknowledgments of Buyer.** Buyer understands and hereby acknowledges and agrees that:

(a) Boundary lines and tract maps depicted in Exhibit A (or any Marketing Materials) are approximations provided for illustrative purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

(b) It appears that an existing fence line runs across the north part of the Surface Tract (i.e., the fence appears to be south of the north boundary of the Surface Tract). Buyer agrees to acquire the Property subject to and notwithstanding any encroachment of said fence onto the Surface Tract and/or any adverse rights that may exist in connection with such fence and/or any such encroachment.

(c) The acres shown in Exhibit A and/or in any Marketing Materials have been estimated based on the approximate acres indicated by the existing legal descriptions. No warranty or authoritative representation is made with respect to the number of acres included.

(d) Any individual trustee(s) of the Mary and James Harrison Foundation reserve the right to bid on their own behalf or on behalf of an entity owned by one or more of such trustees.

(e) The information, exhibits and disclosures provided in the Sealed Bid Packet and/or any Marketing Materials are provided for informational purposes only and shall not constitute any warranty of any kind. Buyer is responsible for having completed, prior to the submission of this offer, Buyer's own independent investigation and evaluation of the Property and all information from any source pertaining to the Property and Buyer's own independent investigation and verification of those facts which Buyer deems material to Buyer's evaluation of the Property. By submitting this offer, Buyer acknowledges and accepts such responsibility and agrees to purchase the Property "AS IS, WHERE IS", as provided in this Agreement.

27. **Offer and Acceptance; Acceptance Deadline.** Buyer's execution and delivery of this Agreement constitutes an offer to purchase the Property in accordance and subject to the terms and conditions of this Agreement, which offer may be accepted or rejected by Seller for any reason in the Seller's sole discretion. If this offer is accepted by Seller, as evidenced by Seller's execution and delivery of this Agreement, this Agreement shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with and subject to the terms and conditions of this Agreement. This offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This offer shall be deemed automatically withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller **on or before 11:59 p.m. (Central Time) on May 28, 2019.** Seller's execution and delivery of the Signature Page (including delivery via fax or email), with Seller's signature, to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

28. **Multiple Tracts.** If multiple tracts are designated as the Designated Tracts on the Signature Page of this Agreement: (a) this offer constitutes a single offer for the purchase of all of the Designated Tracts and Seller shall have no right or power of acceptance with respect to less than all of the Designated Tracts; and (b) the Closing shall be administered as a single, concurrent closing with respect to all of the Designated Tracts.

29. **Multiple Bids.** This Section applies if the undersigned bidder submits or has submitted any other offer (in addition to this offer) with respect to a different tract or combination. If "Multiple Alternative Bids" is indicated on the Signature Page, this offer may not be accepted if Seller accepts any other offer submitted by the undersigned Buyer with respect to a different tract or combination. Otherwise, this offer may be accepted regardless of Seller's acceptance or rejection of any other offer submitted by the undersigned Buyer.

[The remainder of this Agreement to Purchase is contained in the immediately-following Signature Page.]

IN WITNESS WHEREOF, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer ***the particular tract(s) for which a separate dollar amount is specified in the 'bid' column in the table below***, as described and identified by the same tract number(s) in Exhibit A, being the Designated Tracts for purposes of this Agreement.

Bid:

Tract 1:	Seller's interest in the Minerals identified as Tract 1 (Garvin County)	\$
Tract 2:	Seller's interest in the Minerals identified as Tract 2 (Garvin County)	\$
Tract 3:	Seller's interest in the Minerals identified as Tract 3 (Garvin County)	\$
Tract 4:	Seller's interest in the Minerals identified as Tract 4 (Garvin County)	\$
Tract 5:	Seller's interest in the Minerals identified as Tract 5 (McClain County)	\$
Tract 6:	Seller's interest in the Minerals identified as Tract 6 (Grady Co. & Roger Mills Co.)	\$
Tract 7:	Surface rights identified as Tract 7 (approx. 233± acres in Garvin County)	\$
Total Bid Amount:		\$

* The Purchase Price is the Total Bid Amount written above ***PLUS a buyer's premium equal to four percent (4%) of the Total Bid Amount***. At Closing, the 4% buyer's premium will be automatically added to the Total Bid Amount written above, to arrive at the Purchase Price.

Instructions to Buyer: Carefully review and follow the Bidder Instructions in the Sealed Bid Packet. The Designated Tracts for purposes of this Agreement shall consist of ***only*** the tract(s) for which a separate dollar amount is written in the 'bid' column of the row(s) corresponding to such tract(s) in the table above. The Total Bid Amount written above must be equal to the sum of the separate dollar amount(s) specified for the included tract(s).

Mark the appropriate box to indicate one of the following:

- Single Bid:** The undersigned Buyer is not submitting any other bid concurrently with this bid.
- Multiple Alternative Bids:** This bid may ***not*** be accepted by Seller if Seller accepts any other bid submitted by the undersigned Buyer with respect to a different tract or tract combination.
- Multiple Independent Bids:** This bid may be accepted by Seller ***regardless*** of Seller's acceptance or rejection of any other bid submitted by the undersigned Buyer.

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this _____ day of _____, 2019:

Printed Name(s) of Buyer(s) (with respect to any business entity, include the full legal name, the type of entity and the state of incorporation/organization)

(By) _____
Signature(s)

 If applicable, write the printed name(s) and office/capacity of individual(s) signing on behalf of an LLC, corporation or other business entity

 (Buyer's Address) (City, State, Zip)

 (Buyer's Telephone Number) (Buyer's Email Address)

 (Buyer's Lender, if any)

ACCEPTED BY SELLER on the _____ day of _____, 2019:

MARY AND JAMES HARRISON FOUNDATION, by its duly-authorized trustees:

 Charles William Harrison, Jr., Trustee

 Robert Theodore Harrison, Trustee

 David Bishop Harrison, Trustee

 John Josiah Harrison, Trustee

EARNEST MONEY RECEIPT

The undersigned hereby acknowledges receipt of a copy of the Agreement to Purchase identified herein. Agreement to Purchase pursuant to which the Buyer(s) identified below has/have agreed to purchase the Tract(s) identified below, being one or more of the auction tracts identified for purposes of the sealed bid auction conducted by Schrader Real Estate and Auction Company, Inc., on behalf of Mary and James Harrison Foundation, an Oklahoma not-for-profit-corporation, as Seller, with respect to certain real estate (including surface rights and minerals) located in the Counties of Garvin, McClain, Grady and Roger Mills, all in the State of Oklahoma.

Tract(s): _____

Buyer(s): _____

The undersigned further acknowledges receipt of the Earnest Money in the amount written below and agrees to hold, administer and disburse the Earnest Money, as Escrow Agent, in accordance with and subject to the terms and conditions of the Agreement to Purchase.

Earnest Money: \$ _____

Date of Receipt: _____

AMERICAN ABSTRACT COMPANY OF MCCLAIN COUNTY, INC., by:

Sign: _____

Print: _____

Date: _____

American Abstract Company of McClain County, Inc.
138 W. Main St.
Purcell, OK 73080
Tel: 405-527-7575



Auction Manager:

Brent Wellings
205 W 7th Avenue, Suite 203A
Stillwater, OK 74074

Office: 800-451-2709
Mobile: 972-768-5165

Property:

Minerals in Garvin, McClain, Grady and Roger Mills Counties,
and surface rights in Garvin County, all in the State of Oklahoma,
owned by the Mary and James Harrison Foundation

AUCTION EXHIBIT BINDER

- Exhibit A:** Tract Descriptions
- Exhibit B:** Seller's Addendum
- Exhibit C:** Form of Trustee's Deed for Surface Tract
- Exhibit D:** Form of Mineral Deed for Mineral Tracts
- Exhibit E:** Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services
- Exhibit F:** Seller's Residential Property Condition Disclosure Exemption Form (Surface Tract)
- Exhibit G:** Lead-based paint disclosure form (Surface Tract)

EXHIBIT A

Buyer: _____

Seller: _____

Tract Descriptions for Sealed Bid Auction

Mineral Tracts: *

Tract:	County:	Sec-Twp-Rng:	Description:
Tract 1:	Garvin	S23-T3N-R4W S26-T3N-R4W	Undivided one-fourth (1/4 th) of Seller's interest in the Minerals with respect to ("w/r/t"): West 7.5 ac. SW/4 SE/4 NW/4, SE/4 NE/4 SW/4, W/2 E/2 SW/4 and E/2 SW/4 SW/4 in Section 23; and NW/4 in Section 26
Tract 2:	Garvin	S23-T3N-R4W S26-T3N-R4W	Undivided one-fourth (1/4 th) of Seller's interest in the Minerals w/r/t: West 7.5 ac. SW/4 SE/4 NW/4, SE/4 NE/4 SW/4, W/2 E/2 SW/4 and E/2 SW/4 SW/4 in Section 23; and NW/4 in Section 26
Tract 3:	Garvin	S23-T3N-R4W S26-T3N-R4W	Undivided one-half (1/2) of Seller's interest in the Minerals w/r/t: West 7.5 ac. SW/4 SE/4 NW/4, SE/4 NE/4 SW/4, W/2 E/2 SW/4 and E/2 SW/4 SW/4 in Section 23; and NW/4 in Section 26
Tract 4:	Garvin	S6-T4N-R3W	Seller's interest in the Minerals w/r/t any part of the NW/4 Sec. 6-T4N-R3W, including the part described in a Quitclaim Mineral Deed recorded at Book 1941, pg. 762 (I-2011-002917)
		S5-T3N-R4W	Seller's interest in the Minerals w/r/t: NE/4 NE/4 SW/4; and W/2 NE/4 SW/4
		S9-T4N-R4W S10-T4N-R4W	Seller's interest in the Minerals w/r/t any parts of Sec. 9-T4N-R4W and Sec. 10-T4N-R4W, including any lots in the Town of Lindsay within these sections, whether described correctly or not.
Tract 5:	McClain	S30-T5N-R3W	Seller's interest in the Minerals w/r/t: Lots 1 & 2; E/2 NW/4; NW/4 NE/4; SE/4 SE/4; S/2 NE/4 SE/4; NW 9.82 acres of Lot 3; NE/4 SW/4; East 20 acres of Lot 3; SW 9.8 acres of Lot 3; Lot 4; West 18 acres of SE/4 SW/4; W/2 NW/4 SE/4; E/2 SE/4 SW/4; East 2 acres of W/2 SE/4 SW/4; W/2 SW/4 SE/4; and SE/4 SW/4 SE/4
		S31-T5N-R3W	Seller's interest in the Minerals w/r/t: N/2 NE/4; E/2 NE/4 NW/4; East 2 acres of W/2 NE/4 NW/4; W/2 NW/4; W/2 SE/4 NW/4; West 18 acres of NE/4 NW/4; Lots 3 & 4 & E/2 SW/4 (a/d/a SW/4); and SE/4
		S25-T5N-R4W	Seller's interest in the Minerals w/r/t: SW/4; SE/4; S/2 NE/4; and SE/4 SE/4 NW/4
		S26-T5N-R4W	Seller's interest in the Minerals w/r/t: S/2 S/2 SE/4; NW/4 SW/4 SE/4; and any part of the E/2 SW/4, including the part described by metes and bounds in a Quitclaim Mineral Deed recorded at Book 2002, pg. 777 (I-2011-003318)
		S35-T5N-R4W	Seller's interest in the Minerals w/r/t: NE/4
		S36-T5N-R4W	Seller's interest in the Minerals w/r/t: E/2 NE/4; E/2 W/2 NE/4; SW/4; and W/2 NW/4
		S19-T5N-R3W	Seller's interest in the Minerals w/r/t: Lots 3 & 4; and South 19.77 acres of Lot 2
Tract 6:	Grady	S18-T8N-R5W	Seller's interest in the Minerals w/r/t: Lot 1 (37.31ac); West 17.44 acres and the Northeast 10 acres of Lot 2; Northwest 8.77 acres of Lot 3; N/2 NE/4 NW/4; and NW/4 NW/4 NE/4
		S11-T4N-R5W S14-T4N-R5W	Seller's interest in the Minerals w/r/t: S/2 SW/4; S/2 NW/4 SW/4; SE/4 NE/4 SW/4; and S/2 SW/4 NE/4 SW/4 in Section 11; and NW/4 SW/4 and W/2 NW/4 in Section 14
		S20-T9N-R6W	Seller's interest in the Minerals w/r/t: N/2
	Roger Mills	S5-T13N-R21W	Seller's interest in the Minerals w/r/t: S/2

Surface Tract:

Tract:	County:	Sec-Twp-Rng:	Description:
Tract 7:	Garvin	S23-T3N-R4W S26-T3N-R4W	Surface rights w/r/t approx. 233± acres comprising the West 7.5 ac. SW4 SE4 NW4, and the E/2 SW/4 SW/4, and the SE/4 NE/4 SW/4, and the W/2 E/2 SW/4 of Sec. 23-T3N-R4W; and the NW/4 of Sec. 26-T3N-R4W, EXCEPT a strip of land containing approx. 4.5± acres along the entire west side of said NW/4 as described in the conveyance to the State of Oklahoma for the public highway.

* The definition of "Minerals" in the Agreement to Purchase applies to such term as used in this Exhibit A.

EXHIBIT B

SELLER'S ADDENDUM
RE: PURCHASED SURFACE TRACTS

This Addendum supplements and is attached to and made a part of a certain Agreement to Purchase executed concurrently herewith (the "Agreement to Purchase") by and between the undersigned Buyer(s) (hereinafter referred to as "Buyer", whether one or more) and the undersigned Mary and James Harrison Foundation, an Oklahoma not-for-profit-corporation ("Seller"), in connection with a sealed bid auction conducted by Schrader Real Estate and Auction Company, Inc. on behalf of Seller.

In accordance with and subject to the terms and conditions of the Agreement to Purchase and all exhibits incorporated therein, including this Addendum (collectively, the "Agreement"), Buyer has agreed to purchase from Seller the particular tract(s) which are designated on the Signature Page of the Agreement to Purchase (the "Designated Tracts", whether one or more), including the Surface Tract as defined in the Agreement to Purchase ("**Surface Tract**").

This Addendum applies only to the Surface Tract. If Buyer is also purchasing one or more Designated Mineral Tracts (as defined in the Agreement to Purchase), this Addendum applies only with respect to the Surface Tract and not with respect to the Designated Mineral Tracts.

As applied to the Surface Tract, the Agreement to Purchase and all other exhibits thereto (other than this Addendum) are hereby amended and modified, in accordance with this Addendum, as follows:

1. The individuals signing on behalf of Seller are acting as fiduciaries in the course of the administration of a foundation. The Agreement is executed by such individuals, on behalf of Seller, strictly in their fiduciary capacities, and said individuals shall have no liability whatsoever in their individual capacities on any covenant or provision contained in the Agreement.
2. All of the oil, gas, and other minerals in and under that are associated with and/or may be produced from the Surface Tract, and all rights appurtenant thereto, are specifically excepted and excluded from the Surface Tract.
3. Buyer acknowledges that Buyer is purchasing the Surface Tract in its present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer have been taken into account by Buyer in determining the purchase price Buyer was willing to pay for the Property.
4. Seller states that Seller has never occupied the Surface Tract and Seller makes no disclosures concerning the condition of the Surface Tract. Buyer acknowledges that Seller and Seller's agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Surface Tract or any improvements, components, fixtures, equipment or appliances in or on the Surface Tract.
5. The Buyer represents to Seller that Buyer was urged to carefully inspect the Surface Tract and any improvements, components, environmental conditions, fixtures, equipment or appliances in or on the Surface Tract and, if desired, to have the Surface Tract inspected by an expert. Buyer acknowledges that Buyer was responsible for conducting Buyer's own independent inspections, investigations, inquiries, and due diligence concerning the Surface Tract. Buyer

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

shall indemnify, defend and hold Seller harmless from any and all loss, cost, expense, damage, liability, mechanics' or materialmen's lien or claim of lien, action or cause of action, including without limitation reasonable attorneys' fees, arising from or relating to any and all inspections, studies, investigations or entries upon the Surface Tract by Buyer or Buyer's agents or representatives. Such indemnity shall expressly survive closing or any termination of the Agreement, if no Closing occurs and the Agreement is terminated.

6. It is agreed and understood that Buyer shall not have the right to assign the Agreement to a third party without the Seller's prior written consent, which consent shall not be unreasonably withheld.
7. It shall not be considered Default under the terms of the Agreement if Seller's Title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance in the event that Seller's Title defects cannot be corrected for less than \$5,000.00.
8. Notwithstanding any other provision of the Agreement, Seller shall be obligated only to convey a merchantable title by deed without warranty, (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company), as applicable, conveying to Buyer all of Seller's respective right, title and interest in the Surface Tract so as to enable Buyer to acquire the fee simple title in and to the Surface Tract, subject to, without limitation, all apparent and visible uses and Easements, Permitted Exceptions, all matters of record affecting title to the Surface Tract, any outstanding oil, gas, or other mineral deeds, leases or agreements, all matters which a current survey of the Surface Tract would indicate, any and all encumbrances against the Surface Tract, and the rights of tenants, if any, on the Surface Tract. This conveyance shall be made without warranty, express or implied.
9. Buyer represents that Buyer is not a director, officer, employee, or a family member of a director, officer, or employee of BOK Financial, or any of its subsidiaries, nor is Buyer acting on behalf of any such officer, director, employee or family member.
10. Buyer represents that Buyer is not: (a) a person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through OFAC or otherwise, as a terrorist, "Specially Designated National", "SDN", "Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, (b) Buyer is not acting on behalf of any such person, group, entity, or nation, and (c) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.
11. If closing services are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Closing will not occur until proceeds are available to be paid to Seller in cash or immediately available funds. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.
12. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final.
13. Any broker's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Contract. The rate of commission is as agreed in the listing agreement with broker and shall be paid by the closing agent as directed by Seller.
14. Seller's insurance is to be canceled upon closing of sale.

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

15. This Addendum, upon its execution by both parties, is made an integral part of the Agreement. If there is any conflict between this Addendum and any provision of the Agreement, this Addendum shall be considered the governing document and all other provisions of the Agreement not in conflict with this Addendum shall remain in full force and effect.

Executed on the date(s) indicated below.

BUYER:

Signed: _____

Signed: _____

Date: _____

SELLER:

MARY AND JAMES HARRISON FOUNDATION, an
Oklahoma not-for-profit-corporation,
by its duly-authorized trustees:

Charles Harrison, Co-Trustee of the
Mary and James Harrison Foundation

Robert Harrison, Co-Trustee of the
Mary and James Harrison Foundation

David Harrison, Co-Trustee of the
Mary and James Harrison Foundation

John Harrison, Co-Trustee of the
Mary and James Harrison Foundation

Date: _____

EXHIBIT C

Buyer's Initials: _____

Seller's Initials: _____

After Recording Return To:

TRUSTEE'S DEED
(SURFACE ONLY)

KNOW ALL MEN BY THESE PRESENTS:

That JOHN HARRISON, CHARLES HARRISON, DAVID HARRISON and ROBERT HARRISON, as CO-TRUSTEES of the MARY AND JAMES HARRISON FOUNDATION, an Oklahoma Not For Profit Corporation, (hereinafter referred to as "Grantor") in consideration of the sum of Ten and no/100 Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do grant, bargain, sell, convey, transfer, assign and deliver, unto _____ (hereinafter referred to as "Grantee"), whose tax mailing address is _____ all of Grantor's right, title and interest in those certain tracts of real property situated in Garvin County, Oklahoma, described as follows, to-wit:

"PROPERTY"

together with all the improvements thereon and appurtenances thereunto belonging, **LESS AND EXCEPT** all oil, gas and other minerals in and under that are associated with and may be produced from the PROPERTY described above and all rights appurtenant thereto, and the term "PROPERTY" shall not include any mineral rights, and **SUBJECT TO** visible and apparent uses and easements, rights-of-way, easements of record, restrictive covenants, oil and gas leases of record, if any, to zoning ordinances and ad valorem taxes for 2019 and subsequent years, which Grantee agrees to and shall pay.

This conveyance is made without warranty, express or implied, but there is, however, assigned unto Grantee all of the right, title and interest of Grantor in and to any and all assignable warranties and covenants of or concerning title heretofore made by any person or other legal entity with respect to the above described PROPERTY and Grantee shall have the same rights with respect to such assignable warranties and covenants and the enforcement thereof as Grantor now has.

TO HAVE AND TO HOLD said described PROPERTY unto the Grantee, Grantee's heirs, personal representatives and assigns forever.

EXECUTED AND DELIVERED this ____ day of _____, 2019.

THE MARY AND JAMES HARRISON FOUNDATION,
an Oklahoma Not For Profit Corporation.

By: _____
JOHN HARRISON, Co-Trustee

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019
by JOHN HARRISON, as Co-Trustee of THE MARY AND HARRISON FOUNDATION, an
Oklahoma Not For Profit Corporation.

[SEAL]

My Commission Expires:

NOTARY PUBLIC
Commission No: _____

THE MARY AND JAMES HARRISON FOUNDATION,
an Oklahoma Not For Profit Corporation.

By: _____
CHARLES HARRISON, Co-Trustee

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019
by CHARLES HARRISON, as Co-Trustee of THE MARY AND HARRISON FOUNDATION,
an Oklahoma Not For Profit Corporation.

[SEAL]

My Commission Expires:

NOTARY PUBLIC
Commission No: _____

____ COUNTY, _____
PREPARED BY: STEPHANIE CATTERSON
BOKF, NA

EXHIBIT D

Buyer's Initials: _____

Seller's Initials: _____

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign, and deliver unto:

hereinafter called GRANTEE, **all** of Grantor's right, title and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the lands described below, situated in _____ **County, State of** _____, to-wit:

INSERT LEGAL DESCRIPTION

together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

THIS transfer and conveyance is made subject to all valid subsisting oil and gas lease(s) of record heretofore executed; it being understood and agreed that said Grantee shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease(s) insofar as it covers the said described property from the Effective Date hereinafter defined.

GRANTEE REPRESENTS AND WARRANTS IT HAS EXAMINED TITLE TO THE EXTENT GRANTEE DEEMS NECESSARY AND THUS ACCEPTS TITLE IN ITS CURRENT CONDITION. MOREOVER, GRANTEE UNDERSTANDS AND ACCEPTS THAT THIS DEED IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED AND GRANTOR SHALL NOT BE OBLIGATED FOR ANY TITLE CURATIVE SUBSEQUENT TO EXECUTION OF THIS DEED. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES FOR ANY PURPOSE WHATSOEVER AS TO THE QUALITY, QUANTITY, USABILITY, SUITABILITY, MINEABILITY, VALUE OR CONDITION OF THE SAID DESCRIBED PROPERTY, INCLUDING THE OIL, GAS AND ALL OTHER MINERALS

WHICH MAY OR MAY NOT BE PRESENT THEREIN, AND SAID PROPERTY TOGETHER WITH ITS ENVIRONMENTAL CONDITION IS HEREBY SOLD, CONVEYED, TRANSFERRED, ASSIGNED AND DELIVERED TO GRANTEE ON AN "AS-IS AND WHERE-IS" BASIS. THIS TRANSFER AND CONVEYANCE IS MADE WITHOUT ANY WARRANTY OF TITLE, EXPRESS OR IMPLIED.

IT is the express intention of Grantor to convey all of its interest described herein to Grantee.

GRANTOR agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described property, upon default in payment by the Grantor, and be subrogated to the rights of the holder thereof.

IT is a condition to this Mineral Deed, as hereafter described, that Grantee, at any time prior to the date of execution of this Mineral Deed was not an employee, affiliate, representative or agent of the Grantor.

IN the event that Grantor determines that Grantee was an employee, affiliate, representative or agent of the Grantor prior to the date of the Mineral Deed, then within sixty days following the date this Mineral Deed is recorded in the records of the office of the clerk in which conveyances of property of the kind and nature conveyed herein are duly recorded (the "Official Records"), this Mineral Deed shall be deemed null and void, provided that Grantor within such sixty day period shall execute and file an Affidavit of Notice of Condition Precedent ("Notice of Condition") in the Official Records stating that Grantor has discovered that Grantee failed to meet the condition precedent to Mineral Deed. In the event that Grantor files a Notice of Condition, Grantor shall pay Grantee the price paid by Grantee for the property described herein, less any fees or costs paid by Grantee, including real estate, brokerage and auction commissions or fees, which shall be borne by the Grantee and which shall not be repaid by Grantor. In the event that Grantor fails to file the Notice of Condition, described herein, within the time period provided hereby, this Mineral Deed shall be deemed to be unconditioned with respect to such limitation and the Grantor shall have no further right to void transfer of the property described herein to the Grantee on such basis.

TO HAVE AND TO HOLD the property described hereto with all and singular the rights, privileges and appurtenances thereunto or in any wise belonging to Grantee, their heirs, successors, personal representatives, administrators, executors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of acknowledgements annexed hereto, but to be made effective for all purposes from and after 7:00 a.m., C.S.T., the ____ day of _____.

By: _____

STATE OF OKLAHOMA }
 } § **ACKNOWLEDGMENT**
COUNTY OF _____ }

Before me, the undersigned authority, on this _____ day of _____, 2019, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledge to me that she had willingly made and executed it as her free and voluntary act and deed, for the uses and purposes therein expressed.

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

Notary Public

EXHIBIT E

Schrader Real Estate and Auction Company, Inc. represents only Seller.

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement
- Sales Agreement (sealed bid auction)
- Listing Brokerage Agreement
- Exchange Agreement
- Option Agreement
- Other _____

1. **Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
 - 1) receive all written offer and counteroffers;
 - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. **Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. **Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. **Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 2019.

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____

EXHIBIT F

OKLAHOMA REAL ESTATE COMMISSION

RESIDENTIAL PROPERTY CONDITION DISCLOSURE EXEMPTION FORM IDENTIFICATION OF EXEMPT TRANSFER

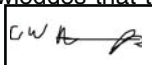
Check the box applicable to the property which is located at (street address):

14394 E. County Road 1585, Lindsay, OK 73052

Auction Tract 19

- 1. Transfer pursuant to Court Order, including but not limited to, a transfer pursuant to a writ of execution, a transfer by eminent domain, and a transfer pursuant to an Order for partition;
- 2. Transfer to a mortgagee by a mortgagor or successor in interest who is in default, transfer by any foreclosure sale after default in an obligation secured by a mortgage, transfer by a mortgagee's sale under a power of sale after default in an obligation secured by any instrument containing a power of sale, or transfer by a mortgagee who has acquired the real property at a sale conducted pursuant to a power of sale or a sale pursuant to a decree of foreclosure or has acquired the real property by deed in lieu of foreclosure;
- 3. Transfer by a fiduciary who is not an owner occupant of the subject property in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- 4. Transfer from one co-owner to one or more other co-owners;
- 5. Transfer made to a spouse, or to the person or persons in the lineal line of consanguinity of one or more of the owners;
- 6. Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- 7. Transfer made pursuant to mergers and from a subsidiary to a parent or the reverse;
- 8. Transfer or exchanges to or from any governmental entity; or
- 9. Transfer of a newly constructed, previously unoccupied dwelling.

The Seller acknowledges that the exemption marked above is a true and accurate statement regarding the transfer of the Property.

	dotloop verified 03/20/19 5:49 PM MDT OJOA-RKMB-SLGJ-PHPL
---	---

Seller's Signature Robert Theodore Harrison

Date: _____

	dotloop verified 01/28/19 7:29 PM CST 5XRC-8JM9-P9DT-UKEX
---	---

Seller's Signature _____

Date: _____

	dotloop verified 01/28/19 9:16 PM CST QDHE-Q1A4-GP0H-0PGU
---	---

BUYER'S ACKNOWLEDGMENT

Note: The Buyer is urged to carefully inspect the Property and to have the Property inspected by an expert. The Buyer acknowledges the Buyer has read and received a signed copy of this Exemption Form.

Buyer's Signature _____

Date: _____

Buyer's Signature _____

Date: _____

EXHIBIT G

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.


(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.




Agent's Acknowledgment (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

01/28/19
5:25 PM CST
dotloop verified

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	dotloop verified 01/28/19 9:15 PM CST S4YI-QIY1-1SDW-UP4S		dotloop verified 04/26/19 8:23 AM CDT QCNF-NABB-YVKE-IMDB		dotloop verified 01/28/19 7:34 PM CST ZY5X-1LH9-D3O3-8QOK
Seller	Date	Seller	Date		
Purchaser	Date	Purchaser	Date		
Agent	Date	Agent	Date		

John Special Harrison

dotloop verified
01/28/19 9:15 PM CST
S4YI-QIY1-1SDW-UP4S

David Bishop Harrison

dotloop verified
04/26/19 8:23 AM CDT
QCNF-NABB-YVKE-IMDB

Robert Theodore Harrison

dotloop verified
01/28/19 7:34 PM CST
ZY5X-1LH9-D3O3-8QOK



dotloop verified
04/25/19 2:18 PM CDT
FFAR-MQHW-WFPA-V6PM

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

File Number: 20190035

Surface Tract Only

**Identified as Tract 7 for purposes of Sealed Bid Auction
(Garvin County, Oklahoma)**

For Sealed Bid Auction conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Mary and James Harrison Foundation

American Security Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company
 Issuing Office: 138 West Main, Purcell, OK 73080
 ALTA® Universal ID: 0002360
 Loan ID Number:
 Commitment Number: 20190035
 Issuing Office File Number: 20190035
 Property Address: , , OK

SCHEDULE A

1. Commitment Date: December 31, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount:
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Mary and James Harrison Foundation, by virtue of a Quit Claim Deed filed April 29, 2011 in Book 1942 at Page 597.
5. The Land is described as follows:
The West 7.5 acres of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 23, Township 3 North, Range 4 West of the I.B.M., Garvin County, Oklahoma AND
The NW $\frac{1}{4}$ of Section 26, Township 3 North, Range 4 West of the I.B.M., Garvin County, Oklahoma.
LESS AND EXCEPT Beginning at the SW corner of said W $\frac{1}{2}$ NW $\frac{1}{4}$; thence East along the South line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 69.3 feet; thence N 0°04' W a distance of 2659.4 feet to a point on the North line of said W $\frac{1}{2}$ NW $\frac{1}{4}$; thence West along said North line a distance of 74 feet to the NW Corner of said W $\frac{1}{2}$ NW $\frac{1}{4}$; thence South along the West line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 2659.4 feet to point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Security 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 A
(Continued)

Date: January 9, 2019

American Abstract Company

By: _____


American Abstract Company of McClain County, Inc.,
Leona Gayle Helton #85561

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Security 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 Security 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. 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.
6. Provide a satisfactory survey (or exception will remain), of the subject premises made in accordance with Minimum Standard Detail Requirements and Classifications for ALTA/ACSM Land Title Surveys (the Survey Standards) including, but not limited to, Items 8, 9, 10, 11 and 13 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.
7. Obtain certification as to any unmatured special assessments and if any are found, have them paid in full. If certification is not obtained, an exception will be taken on policy.
8. Obtain final abstracting for issuance of title policy.
9. Final policy cannot be issued, unless abstract certificate date is no more than 180 days from the recording date of the instruments to be insured, or abstract must be extended to date, resulting in additional charges, before the final policy can be issued.
10. Obtain a Uniform Commercial Code search as to To be determined in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to May and James Harrison Foundation in Garvin County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. A review of the following documents prior to closing for May and James Harrison Foundation
 1. A Certificate of Good Standing from the state of domicile of the company and a Certificate of Authority to do business in Oklahoma.
 2. A certified copy of the executed Articles of Incorporation and ByLaws, and all amendments thereto.
 3. A copy of any other instruments appointing a President or Vice President;

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

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SCHEDULE B
(Continued)**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. 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. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Real Estate taxes for 2019 and subsequent years, amount of which is not ascertainable, due or payable.
7. 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.
8. Any regulation or use limitation imposed by the municipality.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Statutory easement for roadway along Section line.
11. Drainage Ditch filed November 22, 1946 in Book 264 at Page 600.
12. Right of Way Grant filed December 10, 1946 in Book 265 at Page 440.
13. Highway in favor of the State of Oklahoma filed May 7, 1954 in Book 409 at Page 11.

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SCHEDULE B
(Continued)

14. Right of Way filed July 21, 1954 in Book 414 at Page 342.
15. Right of Way filed December 6, 1954 in Book 425 at Page 232.
16. Right of Way filed August 16, 1956 in Book 481 at Page 71.
17. Easement filed October 20, 1959 in Book 557 at Page 99.
18. Right of Way Easement filed June 30, 2003 in Book 1693 at Page 812.
19. Order to annex rural water and/or sewer and/or gas and/or solidwaste management filed May 3, 2004 in Book 1697 at Page 311
20. Right of Way Easement filed June 20, 2005 in Book 1738 at Page 32.
21. Right of Way Easement filed August 9, 2005 in Book 1743 at Page 63.
22. Pipeline Easement filed September 4, 2012 in Book 1993 at Page 347.
23. Pipeline Easement filed October 6, 2017 in Book 2194 at Page 311.

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Exceptions

#11

CONTRACT AND AGREEMENT

STATE OF OKLAHOMA
COUNTY OF GARVIN ss

This contract and agreement, made and entered into on this 21st day of November, 1946, by and between P. R. Williamson, hereinafter referred to as Party of the First Part, and Tennie Lee, hereinafter referred to as Party of the Second Part:

WITNESSETH: Whereas party of the first part is the owner of the following described lands and premises, to-wit:

SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Twp. 3-N, Range 4-W, I.M.

And whereas party of the second part is the owner of the following described lands and premises, to-wit:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23, and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Twp. 3-N, Range 4-W.

And whereas, there has heretofore been constructed a drainage ditch over and across the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 23, which ditch enters said 10 acres last described at a point approximately 300 feet north of the southeast corner of said 10-acre tract last described and runs in a northwesterly direction across said ten acres to a point approximately 50 feet east of the northwest corner of said 10-acre tract;

And whereas there has heretofore been constructed a drainage ditch over and across the E $\frac{1}{2}$ of SE, SW $\frac{1}{4}$ and the SW of SE $\frac{1}{4}$ of Section 23, and the NW of the NE $\frac{1}{4}$ of Section 26, Twp. 3-N, Range 4-W, which said drainage ditch commences at a point on the west line of the E $\frac{1}{2}$ of the SE, SW, approximately 400 feet north of the southwest corner of said last described 20-acre tract and running in a southeasterly direction to the right-a-way of State Highway 76;

And whereas certain differences have arisen between the parties hereto over the repair and maintenance of said drainage ditches, it is the desire of the parties hereto to settle, once and forever, said differences;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is hereby mutually agreed by and between the parties hereto as follows, to-wit:

That the party of the second part, her heirs, administrators, and assigns, shall have the right at all times to repair and maintain the drainage ditch first hereinabove described and the levee just south and adjacent thereto, and the party of the first part does hereby grant to the party of the second part a perpetual easement over and across the said SE, NE, SW, of said Section 23, for the purpose of enabling the party of the second part, her heirs, and assigns, to repair and maintain said drainage ditch and levee, and the said party of the second part does hereby covenant and agree to keep and maintain said ditch and levee in good condition, such repair and maintenance to be at the expense of the party of the second part, her heirs and assigns.

That the party of the first part, his heirs, administrators, and assigns, shall have the right at all times to repair and maintain the drainage ditch last hereinabove described and the levees adjacent thereto, and the party of the second part does hereby grant to the party of the first part a perpetual easement over and across the said E $\frac{1}{2}$ of SE, SW, and the SW, SE of Section 23, and the NW, NE of Section 26, for the purpose of enabling the party of the first part, his heirs and assigns, to repair and maintain said drainage ditch and levees adjacent thereto, the levees to be constructed, maintained and repaired in accordance with the directions of the Soil Conservation Commission, and the said party of the first part does hereby covenant and agree to keep and maintain said ditch and levees in good condition, such repair and maintenance to be at the expense of the party of the first part, his heirs and assigns; and further, the said party of the first part covenants and agrees to fill up all holes or excavations along the west line of said E $\frac{1}{2}$, SE, SW, of Section 23.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto and that the covenants herein expressed shall run with the land.

WITNESS our hands the day and date first above written.

P. R. Williamson, Party of the First Part
Tennie Lee, Party of the Second Part

Page 3

STATE OF OKLAHOMA
COUNTY OF GARVIN SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of November, 1946, personally appeared P. R. Williamson and Tennie 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.

Given under my hand and seal the day and year last above written.

(Seal)

My comm. Expires 1-17-49

J. L. Charles, Notary Public

FILED: Nov. 22, 1946 at 8 AM
RECORDED: Misc. 264, page 600

10

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, hereinafter called "Grantor" whether one or more, for and in consideration of Eighty One only (\$81.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto INTERSTATE OIL PIPE LINE COMPANY a Delaware corporation hereinafter called "Grantee" its successors and assigns, a right of way and easement for the purpose of laying, maintaining, operating, patrolling (including aerial patrol) altering, repairing, renewing and removing in whole or in part a pipe line for the transportation of crude petroleum, its products and derivatives whether liquid or gaseous and/or mixtures thereof, together with the necessary fixtures, equipment and appurtenances, including telephone and telegraph lines, or either of them, with necessary poles, equipment, guy wires and anchors over, through, upon, under and across the following described land situated in Garvin County, State of Oklahoma, to-wit:

N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 26, Township 3 N, Range 4 W

together with the right to clear the right of way and remove or trim trees and brush and remove other obstructions for a sufficient distance along both sides of said pipe line so as to prevent damage or interference with its efficient operation and patrol, and together with the right of ingress and egress to and from said right of way through and over said above described land for any and all purposes necessary to the exercise by Grantee of the rights herein granted. Grantor covenants with Grantee that he is the lawful owner of the aforesaid lands, that he has the right and authority to make this grant, and that he will forever warrant and defend the title thereto against all claims whatsoever. Said warranty however, shall be limited to a return of the consideration paid for this grant, including damages.

Grantee, its successors and assigns may at any time lay additional lines of pipe upon payment of like consideration for each additional line so laid and subject to the same conditions.

TO HAVE AND TO HOLD the said right of way or easement unto said INTERSTATE OIL PIPE LINE COMPANY, its successors and assigns.

The Grantee, by the acceptance hereof agrees to bury said pipe lines through cultivated land so that they will not interfere with the ordinary cultivation thereof and also to pay any damage to crops

fences and timer which may arise from laying, maintaining and operating said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, its successors and assigns, and the third by the two persons aforesaid; and the award of such three arbitrators or any two of them in writing shall be final and conclusive. The cost of such arbitration shall be borne equally by Grantor and Grantee.

The undersigned Grantor reserves the right to the full use and enjoyment of said premises except as the same may be necessary for the purposes herein granted; provided that said Grantor shall not erece over any line or lines of Grantee any improvement of a nature such as to interfere with the rights hereby granted.

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

EXECUTED THIS 4th day of December, 1946.

P. R. Williamson
Mary Williamson
Emma Zoe Williamson

STATE OF OKLAHOMA
COUNTY OF GARVIN SS

On this 4th day of Dec. A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared P. R. Williamson, Mary Williamson and Emma Zoe Williamson, 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 of ficial seal.

(SEAL)
My commission expires 3-30-1948

Cicero I. Murray, Notary Public

FILED: December 10, 1946 at 1 PM
RECORDED: Misc. 265, page 440

#13

Instrument: Dedication Deed
Filed: May 7, 1954 at 8 A. M.
Recorded: Book 409 at Page 11

KNOW ALL MEN BY THESE PRESENTS:

That Emma Zoe Williamson and Mary Williamson of Garvin County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One dollar and no/100-----(\$1.00) 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 $W\frac{1}{2}$ $NW\frac{1}{4}$ of Section 26, T 3 N, R 4 W in Garvin County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said $W\frac{1}{2}$ $NW\frac{1}{4}$, thence East along the South line of said $W\frac{1}{2}$ $NW\frac{1}{4}$ a distance of 69.3 feet, thence $N 0^{\circ}04' W$ a distance of 2659.4 feet to a point on the North line of said $W\frac{1}{2}$ $NW\frac{1}{4}$, thence West along said North line a distance of 74 feet to the NW corner of said $W\frac{1}{2}$ $NW\frac{1}{4}$, thence South along the West line of said $W\frac{1}{2}$ $NW\frac{1}{4}$ a distance of 2659.4 feet to point of beginning.

Containing 3.35 acres, more or less, of new right-of-way, the remaining area included in the above description being the 16.5 foot section line right-of-way.

For the same considerations 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 there unto 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,

Page 2 - Dedication Deed

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.

The undersigned Grantors hereby designate and appoint Mary Williamson 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 8 day of April 1954.

Emma Zoe Williamson
Mary Williamson

Acknowledged on this 8th day of April, 1945, by Emma Zoe Williamson and Mary Williamson, before George Davenport, a Notary Public in and for Garvin County, Oklahoma, whose commission expires: 2-1-58.
(Seal Affixed)

#14

Instrument: Right of Way
Filed: July 21, 1954 at 1 P. M.
Recorded: Book 414 at Page 342

THE STATE OF OKLAHOMA)
County of Garvin)

KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION of Ninety Nine and 50/100 DOLLARS to us paid, the receipt of which is hereby acknowledged, Mary Williamson and Emma Zoe Williamson, as partners, of Lindsay, Oklahoma, do hereby grant and convey to MAGNOLIA PIPE LINE 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 rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair, maintain, remove and operate electric lines, graphite and steel anodes and other devices for the control of pipe line corrosion, over, across and through Grantors lands situated in the County of Garvin, and the State of Oklahoma, described as follows, to-wit:

S/2 of NE/4 of SW/4, Section 23, Township 3 North, Range 4 West,
W/2 of NE/4 of SW/4, Section 23, Township 3 North, Range 4 West,
The West 7.50 acres of SW/4 of SE/4 of NW/4, Section 23, Township
3 North, Range 4 West;

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Pipe Line 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 Grantors to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Pipe Line Company who hereby agrees to pay any damages which may arise to crops, timber and fences from the laying, 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 Grantors, their heirs or assigns; one by Magnolia Pipe Line 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. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

Page 2 - Right of Way

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.

The above described property constitutes no portion of our homestead.

Witness our hands, this 12th day of April, 1954.

Signed and delivered in the presence of the undersigned witnesses:

Witnesses:	Mary Williamson
W. D. Mobley	Emma Zoe Williamson

STATE OF OKLAHOMA)
County of Garvin) ss:

On this 12th day of April, 1954, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mary Williamson and Emma Zoe Williamson, 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.

(SEAL) R. A. McMurtray,
Notary Public

My commission expires:
11-15-1955

#15

Instrument: Right of Way
Filed: Dec. 6, 1954 at 8 A. M.
Recorded: Book 425 at Page 232

FOR AND IN CONSIDERATION OF THE SUM OF (\$ 10.00) Ten and
no/100----- DOLLARS
to the grantors paid, the receipt of which is hereby acknowledged,
J. C. Donhan

herein called Grantors, hereby grant unto the following named Grantees,
the right to lay, maintain, inspect, operate, repair, replace and
remove Gas pipe line

for the transportation of crude petroleum, oil, gas, the products
or by-products of each thereof and also water, and further the right
to erect, install, maintain, inspect, operate, repair and remove
telegraph and telephone lines and equipment and apparatus therefor,
if grantees desire to do so, to be used in connection with any pipe
line owned by said Grantees, on, over and through the following-
described land, of which Grantors warrant they are the owners in fee
simple, situated in Garvin County, State of Oklahoma, to-wit:

SW SW NW Sec. 26 3N-4W

with the right of ingress and egress on, over and through said land
for any and all purposes necessary and incident to the exercise by
said Grantee of the rights granted hereunder, including, but not
limited to, the right to construct, operate and maintain a drip or
drips and a pit or pits for the purpose of draining off and burning,
or otherwise disposing of, waste products from said pipe line.

The said Grantees, and the proportions in which they shall own
the interest created hereby, are as follow:

- Warren Petroleum Corporation-an undivided twenty-one percent (21%)
- Kerr-McGee Oil Industries, Inc.-an undivided five percent (5%)
- Oklahoma Natural Gas Co.-an undivided twenty-six percent (26%)
- Cities Service Oil Company-an undivided twenty-three percent (23%)
- The Texas Company-an undivided twenty-five percent (25%)

The said Grantors have the right to fully use and enjoy the said
premises except as the same may be necessary for the purposes herein
granted to the said Grantees. Any pipe line laid hereunder shall be
buried so it will not interfere with the cultivation of the surface
of said premises.

Page 2- Right of Way.

Grantees hereby agree to pay any damages which may arise from Grantees' operations in laying, maintaining, operating, repairing, replacing, or removing said pipe line. In the event parties cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said Grantors, one by said Grantees and the third by the two so selected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto.

And for an additional consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, said Grantors hereby grant unto said Grantees the right at any time to lay, maintain, inspect, operate, repair, replace, and remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of crude petroleum, oil, gas, the products or by-products of each thereof, and also water, on, over and through said land, said interest to be owned in the same proportions set forth above, and Grantees agree to pay Grantors for each additional pipe line placed on said land by it, at the rate of --- per rod, said payment to be made on or before the time Grantees commence to construct such pipe line on, over and through said land, said additional line or lines to be laid subject to the same rights, privileges and conditions as the original line.

Grantees have the right to change the size of their pipes, the damages, if any, in making such change to be paid by the said Grantees.

It is agreed that any payment hereunder may be made direct to said Grantors or any of them, or by depositing such payment to the credit of such Grantors or any one of them in the -----
----- Bank at -----

and payment so made shall be deemed and considered as payment to each of said Grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, witness my hand on this the 14th day of Nov., 1954.

J. C. Donham.

Acknowledged on this 14th day of November, 1954, by J. C. Donham, before Ruth D. Heath, a Notary Public in and for Garvin County, Oklahoma, whose commission expires: 1-17-56. (Seal Affixed)

#16

Instrument: Right of Way
Filed: August 16, 1956 at 1 P. M.
Recorded: Book 481 at Page 71

For and in consideration of the sum of Eighty-Seven and No/100--- Dollars (\$87.00) to us in hand paid, receipt of which is hereby acknowledged We, Mary and Emma Zoe Williamson 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 such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over, and through the following real estate in Garvin County, State of Oklahoma, to-wit:

87 Rods Right-Of-Way for a 2" crude oil pipe line across the NW¹/₄ Section 26-T3N-R4W (Five Rods) and across the E¹/₂ SW¹/₄ of the SW¹/₄ Section 23-T3N-R4W (82 Rods), (Line laid to connect The Superior Oil Company-Shelton Lease).

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 reasonable damages to growing crops, land fences or improvements occasioned in laying, operating, 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-Basis.

Executed this 11 day of April, 1956.

Mary Williamson
Emma Zoe Williamson

Acknowledged on this 11th day of April, 1956, by Mary Williamson and Emma Zoe Williamson, before J. L. Charles, a Notary Public in and for Garvin County, Oklahoma, whose commission expires: Jan. 17, 1957.
(Seal Affixed)

#17

Instrument: Easement
Filed: October 20, 1959 at 3 P. M.
Recorded: Book 557 at Page 99

THE STATE OF OKLAHOMA }
COUNTY OF GARVIN }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in consideration of the sum of FIVE DOLLARS (\$5.00) in hand paid by THE SOUTHWESTERN STATES TELEPHONE CO., a Corporation, and the further consideration of the benefits and advantages accruing to the community from the erection and maintenance of telegraph and telephone lines across the lands and premises hereinafter mentioned, hereby grant unto the said THE SOUTHWESTERN STATES TELEPHONE CO., its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of telegraph and telephone, including the necessary poles, fixtures, guys, and brace poles, upon and over the property owned by the undersigned for a period of 99 years in Garvin County, State of Oklahoma; as follows:

NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 23 Township 3 North Range 4 West

And the said company shall have the right of ingress and egress at all times, and the right to pass through any fields upon said property when necessary to do so in order to build, repair, reconstruct or in any way improve and maintain said telephone and telegraph lines, wires and poles, But the said company shall at one replace and repair in as good condition as before, any fence removed, and pay all damages that may be caused to crops on said lands, by any negligence on its part in such use of said property. Said company shall also have the right to trim out of the way trees and brush that may be necessary in order to maintain said telephone and telegraph lines, or either of the same.

WITNESS this 24th day of June A. D., 1959

Mary Williamson
Emma Zoe Williamson

Acknowledged on this 24th day of June 1959 by Mary Williamson and Emma Zoe Williamson, before Kathern Williams, a Notary Public in and for Garvin County, Oklahoma whose commission expires: Feb. 25, 1962.
(Seal Affixed)

#18

RIGHT-OF-WAY EASEMENT 002-00

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

Bank of Oklahoma, N.A., Successor Trustee of the Mary W. Harrison Trust hereinafter referred to as GRANTOR, by RURAL WATER and/or SEWER and/or GAS and/or SOLID WASTE MANAGEMENT DISTRICT NO. 5, STEPHENS 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 successors 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 pipe line over, across and through the land of the GRANTOR situated in Garvin County, State of Oklahoma, and said land being described as follows:

A Twenty foot (20') strip of land running along the west boundary and adjacent to the present road right-of way of the Northwest Quarter (NW/4) of Section 26, T3N, R4W

together with the right of ingress and egress over the adjacent lands of the GRANTOR, their successors and assigns, for the purpose of the easement. During construction, there shall be a temporary easement 50 feet in width and thereafter a permanent easement 20 feet in width adjacent to the present road right-of-way.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their 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 for its use to the adjacent land of the GRANTOR, their successors and assigns.

GRANTEE to indemnify GRANTOR and hold GRANTOR harmless from any and all third party claims resulting from said water pipe line and the granting of this easement. GRANTEE agrees to bury and maintain said water pipe line to a depth of not less than 36 inches.

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5th day of June, 2003.

Bank of Oklahoma, N.A., Successor Trustee of the Mary W. Harrison Trust
By: Mark Moehle
Vice President & Trust Officer

STATE OF OKLAHOMA)
COUNTY OF Cleveland) SS:

The foregoing instrument was acknowledged before me this 5th day of June, 2003, by Mark Moehle

DEBORAH PIERCE
Notary Public, State of Oklahoma
Cleveland County
My Commission Expires 7-24-04
Notary Public
Commission No. 00008822

My Commission Expires: July 24, 2004

GENERAL
ASSISTANT

NOV 10 1948

Mrs. A
Mrs. Chandu



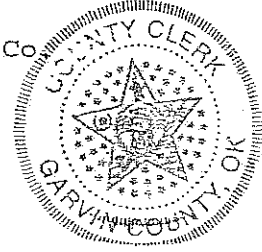
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I-2004-003362 Book 1697 Pg: 311
05/03/2004 11:22 am Pg 0311-0318
Fee: \$ 0.00 Doc: \$ 0.00
Gina Mann - Garvin County Clerk
State of Oklahoma

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.;

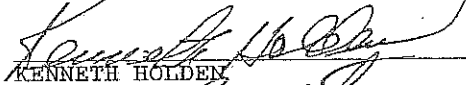
All of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35
and 36 in Township 2 North, Range 3 West of
I.M.;

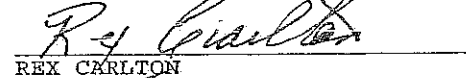
All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 18, 19, 30 and 31 in Township 1 North,
Range 3 West of I.M.;

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

#22

PIPELINE EASEMENT

Return To: Rodney Eischen
Oneok Field Services
15006 HWY 19
Tulsa, OK 74050

GRANTOR: MARY AND JAMES HARRISON FOUNDATION

whose address is:
c/o BOKF, NA, dba Bank of Oklahoma
Trust Real Estate
9520 N. May, Second Floor
Oklahoma City, OK 73120

GRANTEE:
whose address is:
ONEOK Field Services Company, L.L.C
P.O. Box 871
Tulsa, OK. 74102-0871

EASEMENT TRACT:

A 30-foot wide strip of land being 187 rods in length in the NW/4 Section 26, T3N-R4W, I.M., Garvin County, OK, the centerline of which is specifically described as " Proposed ONEOK 12" " on the attached survey plat marked Exhibit "A" attached hereto and made a part hereof.

INSTALLATION PERIOD: One Hundred Eighty (180) days.

The undersigned Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, a non-exclusive easement to enter, construct, operate, repair, replace and maintain on the Easement Tract a single 12-inch pipeline to be installed at a minimum depth of 48 inches (the "Pipeline") to be used exclusively for the transportation of oil and/or gas and all associated by products. Grantee has also executed this instrument to evidence its agreement to all of the terms and provisions hereof.

In connection with the foregoing grant, Grantor and Grantee further agree as follows:

1. Grantor may continue to use and enjoy the Easement Tract in any manner which does not unreasonably interfere with Grantee's use of the Easement Tract for the purposes described above. If any portion of the Easement Tract is used for ingress and/or egress whether now or in the future by Grantor, its lessees, or their respective successors or assigns, Grantee will ensure that its activities do not prevent or otherwise adversely affect such ingress and egress.

1-2012-007948 Book 1993 Pg. 347
09/04/2012 8:00 am Pg 0347-0354
Fee: \$ 27 00 Doc \$ 0 00
Lori Fulks - Garvin County Clerk
State of Oklahoma



Pg 347 B
BOKF
Lori

will be disturbed without Grantor's prior written consent and, to the extent such consent is given, any damaged improvements will be promptly repaired by Grantee in a good and workmanlike manner. Grantee agrees to maintain the security associated with the premises, including, without limitation, containing any livestock.

3. If necessary for the installation, operation, or maintenance of the Pipeline, Grantee may remove any crops or grasses from the Easement Tract and in such event, Grantee shall pay the reasonable value of any crops or vegetation removed or damaged promptly following said activities. After the installation of (or any repairs to) the Pipeline, Grantee shall repair any damage to the Easement Tract caused by such activities promptly following the completion of such activities (including but not limited to the reasonable restoration of the surface of any affected land), it being the parties' intent that Grantee will take any and all actions necessary, and pay any and all costs necessary, to cause the condition of the surface of the Easement Tract to be substantially the same as the condition that existed on the date hereof. If after the restoration of the soil to substantially the same condition as existed prior to such installation or repair there is excess soil, rock or other materials (collectively "Excess Materials"), Grantee shall own and shall remove any Excess Materials from the Easement Tract without any further compensation to Grantor (unless the Excess Materials have readily ascertainable market value, in which event Grantee shall have the right to either (a) leave the Excess Materials on site and disclaim any rights thereto, or (b) pay Grantor the fair market value thereof, less the Grantee's removal costs).

4. During the Installation Period, Grantee may enter upon and use an additional twenty-five (25) feet adjoining the Easement tract ("Construction Area") to the extent reasonably necessary in connection with the installation of the Pipeline. Grantee shall repair any damage caused by the activities of Grantee on any part of any Construction Area promptly following the completion of those activities (including but not limited to the reasonable restoration of the surface of any affected land), it being the parties' intent that Grantee will take any and all actions necessary, and pay any and all costs necessary, to cause the condition of the Construction Area to be substantially the same as the condition that existed on the date hereof. Grantee shall have no surface rights after the initial installation of the Pipeline is completed, except for (i) periodic maintenance and repair work and related activities, and (ii) signage which identifies the location of the Pipeline including but not limited to at each fence line crossed.

5. Grantor will not be required to provide any title materials and Grantee will complete its own title inspections. Grantee's rights hereunder are expressly made subject to any and all third party rights, including both surface and subsurface rights. Likewise, Grantee shall be responsible for obtaining any and all third party consents necessary in connection with this instrument (including consents by Tenants, if any), and Grantee shall pay any and all costs, expenses or damages incurred by any Tenant or other third party as the result of Grantee's violation of the terms of this instrument ("Third Party Claims").

6. Grantee and its successors and assigns will indemnify Grantor, its heirs, successors, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of Third-Party Claims and/or arising out of any of the actions of Grantee and/or its employees, agents and/or other representatives, or any of their respective successors and assigns, including, without limitation, the laying, maintenance, removal, repair, use or existence of the Pipeline.

7. The terms, conditions, and provisions of this Agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and permitted assigns of Grantor and Grantee; provided, however, that if Grantee fails to install the Pipeline before the end of the installation Period, or fails to utilize the Pipeline for any full twelve (12) month period after installation is completed, this Agreement shall terminate and Grantee, its successors and assigns, will have no further rights hereunder.

8. Grantor is acting as a fiduciary and is executing this instrument strictly in its fiduciary capacity, and Grantor shall have no liability whatsoever in its separate corporate and/or individual capacity on any agreement, covenant or representation contained in this instrument. Notwithstanding anything contained herein, Grantor makes no warranties, either expressed or implied, regarding the

1:2012-007948 Book 1993 Pg. 348
09/04/2012 8:00 am Pg 0347-0354
Fee: \$ 27.00 Doc \$ 0.00
Lori Fuiks - Garvin County Clerk
State of Oklahoma

Pg 2 of 8
Lori Fuiks

Easement Tract. All consideration received by Grantor will be fully earned upon receipt and will not be refundable under any circumstances.

9. This instrument may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

Executed this 12 day of July, 2012.

GRANTOR:

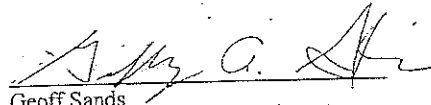
Rusty Harrison – Co Trustee

Robert Harrison – Co Trustee

David Harrison – Co Trustee

John Harrison – Co Trustee

GRANTEE:



Geoff Sands

Vice President Natural Gas G&P Operations

1-2012-007948 Book 1993 Pg 349
08/04/2012 8:00 am Pg 0347-0354
Fee: \$27.00 Doc \$0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

pg 378
Book

08-23

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF _____)

SS:

This instrument was acknowledged before me on _____, 2012, by _____

My Commission Expires: _____

Notary Public

Commission No.

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

SS:

This instrument was acknowledged before me on July 20, 2012, by Geoff Sands as Vice President Natural Gas G&P Operations for ONEOK Field Services Company L.L.C.

My Commission Expires: 9-22-14

DeLores Beelea

Notary Public

DELORES BEELEA
Commission No. 03012059
Tulsa County
State of Oklahoma

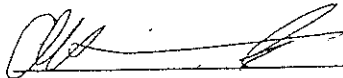
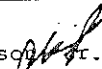
I-2012-007948 Book 1993 Pg: 350
09/04/2012 8:00 am Pg 0347-0354
Fee \$ 27 00 Doc \$ 0 00
Lon Fulks - Garvin County Clerk
State of Oklahoma


pg 48 B
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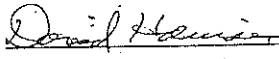
9. This instrument may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

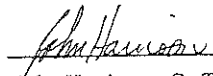
Executed this 12 day of July, 2012.

GRANTOR:


Rusty Harrison - Co Trustee
aka Charles W. Harrison 


Robert Harrison - Co Trustee


David Harrison - Co Trustee


John Harrison - Co Trustee

GRANTEE:

Geoff Sands

Vice President Natural Gas G&P Operations

1-2012-007948 Book 1993 Pg 351
09/04/2012 8:00 am Pg 0347-0354
Fee. \$ 27 00 Doc. \$ 0 00
Lori Fulks - Garvin County Clerk
State of Oklahoma

A9 588
BokFw

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF Garvin)

This instrument was acknowledged before me on July 12th 2012, by John Harrison

My Commission Expires: 10-12-15
Loretta Elmore
Notary Public

99016016
Commission No.

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF Garvin)



This instrument was acknowledged before me on July 12th 2012, by Robert Harrison

My Commission Expires: 10-12-15
Loretta Elmore
Notary Public

99016016
Commission No.

1-2012-007948 Book 1993 Pg. 352
08/04/2012 8:00 am Pg 0347-0354
Fee \$ 27.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

Pg 628
6/28
12

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Harrison)

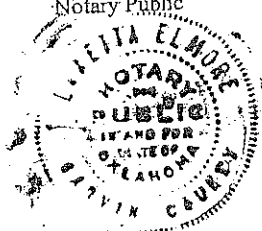
SS:

This instrument was acknowledged before me on July 12th 2012, by David Harrison.

My Commission Expires: 10-12-15

Loretta Elmore
Notary Public

99016016
Commission No.



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)

SS:



DIANE WEBB
Notary Public in and for
State of Oklahoma
Comm. # 02005635 Exp. 3/29/14

This instrument was acknowledged before me on July 12, 2012, by Charles W. Harrison, Jr.

My Commission Expires: 3/29/14

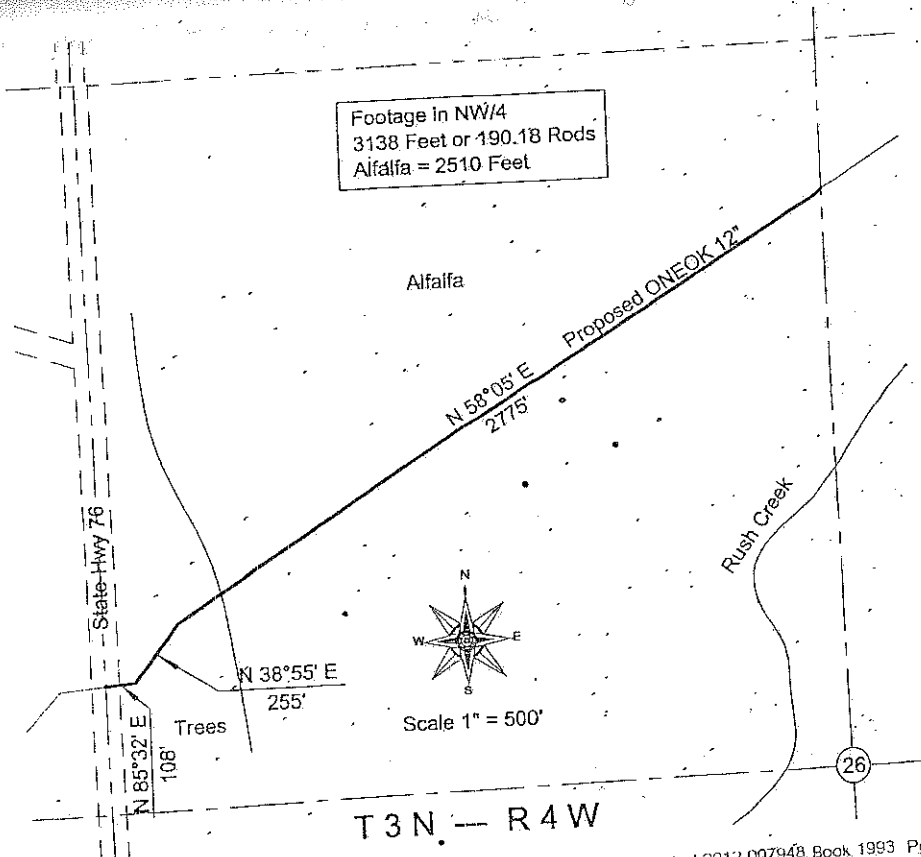
Diane Webb
Notary Public

02005635
Commission No.

1-2012-007948 Book 1983 Pg. 353
09/04/2012 8:00 am Pg 0347-0354
Fee \$ 27 00 Doc \$ 0 00
Lori Fuks - Garvin County Clerk
State of Oklahoma

A9789
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Exhibit "A"



Footage in NW/4
3138 Feet or 190.18 Rods
Alfalfa = 2510 Feet

Alfalfa

Proposed ONEOK 12"

N 58°05' E
2775'

N 38°55' E
255'

N 85°32' E
108'

Trees

Scale 1" = 500'

T 3 N. — R 4 W

Rush Creek

26

The lines and footages shown on this plat are from lines of occupation from a survey made on the ground or from bearings and distances from the GLO plat or other aerial photos or resources and may not be actual property corners. This plat DOES NOT represent a true boundary survey.

1-2012-007948 Book 1993 Pg. 354
09/04/2012 8:00 am Pg 0347-0354
Fee \$ 27.00 Doc \$ 0.00
Lon Fulk - Garvin County Clerk
State of Oklahoma

Revisions:



ONEOK Field Services

Waggoner's Land Surveying
Blanchard, Ok 73010

Date: Rev. 7-19-2012
Eagle Rock
Beckham 1-27H
061.111.4299.010174
Disk # C:\ONEOK2012\
FN: 263N4WNW

pp 913

#22

PIPELINE EASEMENT

GRANTOR: JOHN HARRISON, CHARLES HARRISON, DAVID HARRISON and ROBERT HARRISON, CO-TRUSTEES OF THE MARY AND JAMES HARRISON FOUNDATION (All Grantors collectively referred to herein as "Grantor".)

Whose address is: The Mary and James Harrison Foundation
c/o BOKF, N.A. dba Bank of Oklahoma
9520 N. May Ave., Second Floor
Oklahoma City, OK 73120

GRANTEE: DCP MIDSTREAM, L.P., a Delaware Limited Liability Company

Whose address is: 3201 Quail Springs Parkway, Suite 100
Oklahoma City, OK 73134

EASEMENT TRACT:

A Thirty (30) foot wide strip of land being 94.18 rods in length in the W/2 E/2 SW/4 and E/2 SW/4 SW/4 of Section 23, Township 3 North, Range 4 West, Garvin County, OK, referred to as the Southern Oklahoma Pipeline, with the Pipeline Route being described on the attached Exhibit "A" made a part hereof; PROVIDED, HOWEVER, that the terms and provisions of this Pipeline Easement shall control over any discrepancies on Exhibit "A".

INSTALLATION PERIOD: Ninety (90) Days from execution of Pipeline Easement.

The undersigned Grantor, for good and valuable consideration and Grantee's promise to pay additional damages as set forth below, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, a **non-exclusive** easement to enter, construct, operate and maintain on the Easement Tract a single pipeline not to exceed Twelve (12)-inches, to be installed at a minimum depth of Forty-eight (48) inches (the "Pipeline"), solely for the transportation of natural gas and oil, not to include salt water ("Sole Use"). Grantee has agreed and shall install the Pipeline in accordance with all state and federal laws and regulations. Grantee acknowledges its duty and responsibility for the continued maintenance of the surface area disturbed and any erosion which may occur as a result of the construction, operation or maintenance of the Pipeline; Grantee shall repair or be working diligently to repair any such damage or such erosion. Grantee shall maintain a minimum depth of forty-eight (48) inches for the Pipeline to insure safety and maintain drainage of the property. Grantee acknowledges its duty to maintain the Pipeline to protect the safety of Grantor's property, persons, livestock and the environment. In addition, Grantee shall compensate Grantor for any damages arising from the Pipeline construction, operation or maintenance or Grantee's use of the Easement Tract and Construction Area that occur to Grantor's property, whether within or outside of the Easement Tract, from and after the completion of construction, including but not limited to damages resulting from repairs, leaks or maintenance of the Pipeline. Grantor is only granting Grantee a non-exclusive easement, subject to termination as defined in Paragraph 8 herein. Grantee has also executed this instrument to evidence its agreement to all the terms and provisions hereof.

Page 1 of 9

I-2017-008315 Book 2194 Pg: 311
10/06/2017 8:00 am Pg 0311-0320
Fee: \$ 31.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma



Page 1 of 10
BOKF

In connection with the foregoing grant, Grantor and Grantee further agree as follows:

1. Grantor may continue to use and enjoy the Easement Tract in any manner which does not unreasonably interfere with Grantee's Sole Use of the Easement Tract for the purposes described above. Grantor and Grantee agree that there is an existing creek on Grantor's property. With the exception of the existing creek, Grantor shall not intentionally (a) impound water upon the Easement Tract (b) change the ground elevation or grade of the Easement Tract, or (c) construct any building, structure, improvement or obstruction upon the Easement Tract which would interfere with Grantee's exercise of the rights set forth herein. Grantor reserves the right to construct fences across the Easement Tract. If any portion of the Easement Tract is used for ingress and/or egress whether now or in the future by Grantor, its lessees, or their respective successors or assigns, Grantee shall insure that its activities do not prevent, or otherwise adversely affect such ingress and egress. Grantee's ingress and egress to the Easement Tract shall be limited to the existing county roads. This Easement does not constitute a conveyance of any of the oil, gas or other minerals on or underlying the Easement Tract.

2. No improvements located on the Easement Tract and Construction Area as defined in paragraph 4 below (including fences and future or present driveways) will be disturbed without prior written notice to Grantor (except in cases of emergency in which case notice will be given within twenty-four (24) hours of Grantee's notice of the emergency) and any damaged improvements shall be promptly repaired by Grantee in a good and workmanlike manner. Grantor and Grantee have agreed upon prior written notice to Grantor that during installation of the Pipeline that Grantee may cut any fence on the Easement Tract and Construction Area as defined in paragraph 4 below, provided Grantee at its sole cost installs proper H braces and gates. Grantee agrees and shall provide Grantor a key to all gates installed on the Easement Tract. Grantee agrees to maintain the security associated with the premises, within the Easement Tract and Construction Area at all times during the Installation Period and during all times when Grantee is conducting activities under this Easement. Further Grantee agrees to close any gate Grantee utilizes on Grantor's property, whether within the Easement Tract and Construction Area or outside of the same, to insure, without limitation, that all livestock are contained and protected, as well as protecting persons.

3. If necessary for the installation, operation, or maintenance of the Pipeline, Grantee may subject to Grantee's duties under Paragraph 5 herein below, after obtaining all necessary third party consents, remove any crops or grasses from the Easement Tract and Construction Area as defined in paragraph 4 below and in such event, Grantee shall pay to Grantor or other third parties, including Grantor's tenants, the reasonable value of any crops removed or damaged, loss of use, pay all costs to restore the Easement Tract and Construction Area as defined in paragraph 4 below to a suitable condition for planting of crops, shall re-seed any grasses in accordance with the provisions of this instrument promptly following said activities, and shall pay Grantor or Third-Parties for any actual damages to growing cash crops, loss of use, pasture, livestock, timber located outside the Easement Tract, drain tiles, existing fences, irrigation systems, including but not limited to water wells, pipes or casing, personal property, and/or other agricultural equipment caused by Grantee's exercise of rights granted herein. Grantee shall remove all effected trees within a reasonable time during the Installation Period. All rocks brought to the surface during construction will be removed or buried by Grantee to achieve the same density and size observed prior to the Pipeline construction or observed on and off the Easement Tract. After the installation of (or any repairs or maintenance to) the Pipeline, Grantee shall repair any damage to the Easement Tract and Construction Area as defined in paragraph 4 below caused by such activities promptly following the completion of such activities (including but not limited to the reasonable restoration of the surface of any affected land and the reseeded of any grassed areas in accordance with Natural Resource Conservation Service specifications and any cleanup required by any regulatory authority whether within or outside the limits of the Easement Tract and/or Construction Area), it being the parties' intent that Grantee will take any and all actions necessary, and pay any and all costs necessary, to cause the condition of the surface of the Easement Tract and Construction Area as defined in paragraph 4 below to be substantially the same as the condition that existed on the date hereof. If after the restoration of the soil to substantially the same condition as existed prior to such installation, repair or maintenance there is excess soil, rock or other materials (collectively "Excess Materials"), Grantee shall

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own and shall remove any Excess Materials from the Easement Tract and Construction Area as defined in paragraph 4 below without any further compensation to Grantor, unless the Excess Materials have a readily ascertainable market value of \$100.00 or greater, in which event Grantee shall have the right to either (a) leave the Excess Materials on site and disclaim any rights thereto, or (b) pay Grantor the fair market value thereof, less the Grantee's removal costs.

4. During the Installation Period, Grantee may enter upon and use an additional Twenty (20) feet adjoining the Easement tract ("Construction Area") to the extent reasonably necessary in connection with the installation of the Pipeline. Grantee shall repair any damage caused by the activities of Grantee on any part of any Construction Area promptly following the completion of those activities (including but not limited to the reasonable restoration of the surface of any affected land and the reseeded of any grassed areas in accordance with Natural Resource Conservation Service specifications), it being the parties' intent that Grantee will take any and all actions necessary, and pay any and all costs necessary, to cause the condition of the Construction Area is substantially the same as the condition that existed on the date hereof. Grantee shall have no surface rights after the initial installation of the Pipeline is completed, except for (i) periodic maintenance and repair work and related activities, which may include vent pipes and cathodic protection equipment installed on the Pipeline within the Easement Tract. PROVIDED, HOWEVER, Grantee agrees that any vent pipes or boxes above the surface shall be painted and installed within the Easement Tract and any wires to be installed for the cathodic protection system laid horizontally shall be installed at a minimum depth of 48 inches, except when the cathodic protection system requires the wires to come to the surface box to remove the charge or return from the box to the Pipeline, and all pipes associated with the cathodic protection system shall be installed in the Easement Tract with painted pipe barriers around any concrete pad or boxes erected above the surface of the ground on the Easement Tract, and (ii) signage which identifies the location of the Pipeline, including but not limited to at each fence line crossed.

5. Grantor shall not be required to provide any title materials and Grantee shall complete its own title inspections. Grantee's rights hereunder are expressly made subject to any and all third-party rights, including both surface and subsurface rights. Likewise, Grantee shall be responsible for obtaining any and all third-party consents necessary in connection with this instrument (including consents by Tenants, if any), and Grantee shall pay any and all costs, expenses or damages incurred by any Tenant or other third party as the result of Grantee's activities or violation of the terms of this instrument ("Third Party Claims"). Grantee has knowledge that Grantor in the past has granted other easements on Grantor's Property. Grantee agrees it is Grantee's duty to insure the non-exclusive easement granted herein shall not affect or interfere with those previously granted easements, wind leases, leases, agreements or options.

6. Grantee shall be responsible and liable for any pollutants resulting from its operations on Grantor's property, whether within or outside the Easement Tract and Construction Area, including but not limited to any pond, stream, creek, pasture, cropland, and underground fresh water zones.

7. Grantee and its successors and assigns shall indemnify Grantor, their heirs, successors, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses for all claims, including but not limited to Third-Party Claims, arising out of any of the actions of Grantee and/or its employees, agents, and/or other representatives, including, without limitation, claims regarding the construction, maintenance, repair, use or existence of the Pipeline, whether incurred within or outside of the Easement Tract. This indemnification shall survive the termination of this Easement and shall be unlimited in time and amount unless contrary to law.

8. The terms, conditions, and provisions of this Agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and permitted assigns of Grantor and Grantee; PROVIDED, HOWEVER, that if Grantee fails to install the Pipeline before the end of the Installation Period, or fails to utilize or maintain the Pipeline as a usable pipeline for any full twelve (12) month consecutive period after installation is completed this shall be considered abandonment by Grantee of the Easement herein granted and this Pipeline Easement shall terminate and the Easement

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Tract shall automatically revert to Grantor without Court intervention and Grantee, its successors and assigns, shall have no further rights hereunder and shall execute a Release of this Easement at the request of Grantor. In such event, Grantee may either elect to, (a) remove the Pipeline and repair and restore the Easement Tract to conditions existing prior to Grantee's installation of the Pipeline; or (b) purge the Pipeline of product, fill the line with a non-hazardous inert substance standard to the industry, cap the Pipeline and abandon the Pipeline in place.

9. It is understood and agreed that Grantee shall have no right to dispose of deleterious substances on Grantor's property, or let the same run onto Grantor's property, stock tanks, ponds or any natural creek, stream, river, or other body of water. Grantee agrees at its sole expense to remove all deleterious substances from Grantor's property caused by Grantee's activities. Should deleterious substances spill or discharge from Grantee's actions under this Easement, whether accidentally or intentionally, Grantee shall immediately remediate the spill/discharge in accordance with local, state and federal guidelines and pay damages to Grantor and Grantor's tenants for all damage to crops, pasture, soil and loss of use of the property, which compensation shall continue until such time as the property is restored to its condition prior to the spill or discharge unless Grantor and Grantee shall enter into a settlement agreement, which settlement shall be governed by a separate written agreement between Grantor and Grantee.

10. Grantee will take no action nor permit any action which could permanently alter the natural water drainage of the Easement Tract and/or any of Grantor's adjacent property.

11. Grantee warrants and represents to Grantor that all operations conducted by Grantee shall be performed in a prudent and workmanlike manner and shall be in compliance with the rules and regulations of the Oklahoma Corporation Commission and any other applicable Federal and State regulation(s).

12. This Pipeline Easement may be assigned by Grantee in whole or in part to any subsidiary or affiliate of Grantee upon prior written notice to Grantor without Grantor's consent. For any other assignments, Grantee shall only assign its interest in this Easement in compliance with this paragraph. In order to assign this Easement, Grantee must obtain the proposed assignee's signed agreement acknowledging it shall be bound by the terms of this Easement, then present the assignee's acknowledgement to Grantor to obtain Grantor's written consent to said assignment, which consent shall not be unreasonably withheld, if the proposed Assignee has assets equal to or greater than the original Grantee at the time of the execution of this Pipeline Easement.

13. Grantee is required to obtain liability insurance, with a reputable carrier, for no less than \$1,000,000.00 of coverage, and Grantee shall provide Grantor with a copy of the certificate of liability insurance prior to execution of this Easement. Grantee shall carry this insurance for as long as this Easement is in effect. Upon Grantor's written request from time to time, but no more than once annually, Grantee shall provide Grantor with a copy of the certificate of liability insurance. Grantee shall insure that all of its subcontractors and agents performing work on behalf of Grantee relating to this Pipeline Easement shall have insurance coverage comparable to Grantee or be covered by Grantee's policy. Maintenance by Grantee of said insurance shall not be considered a limitation on damages to be paid by Grantee or the indemnity provisions imposed on Grantee herein.

14. Grantor is acting as a fiduciary and is executing this instrument solely in its fiduciary capacity. Grantor shall have no liability whatsoever in its separate corporate and/or individual capacity on any agreement, covenant or representation contained in this instrument. Notwithstanding anything contained herein, Grantor makes no warranties, either express or implied, regarding the Easement Tract. All consideration received by Grantor shall be fully earned upon receipt and shall not be refundable under any circumstance.

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15. This instrument may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

Executed this 20 day of Sept, 2017.

GRANTOR:

John Harrison
JOHN HARRISON, CO-TRUSTEE OF THE MARY AND
JAMES HARRISON FOUNDATION

ACKNOWLEDGMENT

State of OK)
County of OK) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of Sept, 2017, personally appeared, JOHN HARRISON, CO-TRUSTEE OF THE MARY AND JAMES HARRISON FOUNDATION to me known to be the identical person who subscribed his name to the foregoing, 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.

My Commission Expires:

Notary Public

Kathy Crane

Commission No. _____

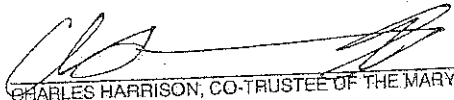


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GRANTOR:


CHARLES HARRISON, CO-TRUSTEE OF THE MARY
AND JAMES HARRISON FOUNDATION

ACKNOWLEDGMENT

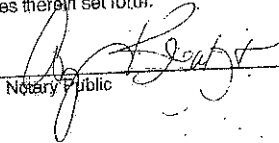
State of Oklahoma)
County of Oklahoma) ss

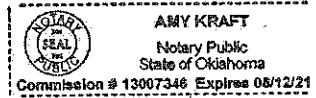
Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of August, 2017, personally appeared, CHARLES HARRISON, CO-TRUSTEE OF THE MARY AND JAMES HARRISON FOUNDATION to me known to be the identical person who subscribed his name to the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

My Commission Expires:

8-12-21

Commission No. 13607346


Notary Public



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GRANTOR:

David Harrison
DAVID HARRISON, CO-TRUSTEE OF THE MARY AND
JAMES HARRISON FOUNDATION

ACKNOWLEDGMENT

State of Oklahoma }
County of Garvin } ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of September, 2017, personally appeared, DAVID HARRISON, CO-TRUSTEE OF THE MARY AND JAMES HARRISON FOUNDATION to me known to be the identical person who subscribed his name to the foregoing, 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.

My Commission Expires:

10-12-19

Commission No. 99016016

Lorita Elmara
Notary Public



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Lori Fulks - Garvin County Clerk
State of Oklahoma

GRANTOR:

Robert Harrison
ROBERT HARRISON, CO-TRUSTEE OF THE MARY
AND JAMES HARRISON FOUNDATION

ACKNOWLEDGMENT

State of Oklahoma)
County of Beaver) ss

Before me, the undersigned, a Notary Public in and for said County and State; on this 18th day of September, 2017, personally appeared, ROBERT HARRISON, CO-TRUSTEE OF THE MARY AND JAMES HARRISON FOUNDATION to me known to be the identical person who subscribed his name to the foregoing, 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.

My Commission Expires:

2-3-20

Commission No. 16001115

Susan Hall
Notary Public



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Lori F
m.

GRANTEE:

DCP MIDSTREAM, L.P., a Delaware Limited Liability Company

BY: [Signature]
Name: John W. Sullivan
Title: Attorney in Fact

ACKNOWLEDGMENT

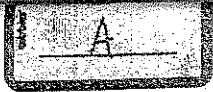
State of OKLAHOMA)
County of OKLAHOMA) ss

This instrument was acknowledged before me, the undersigned authority, a Notary Public in and for the State of Oklahoma, on the 22nd day of SEP, 2017, by John W. Sullivan as ~~Attorney in Fact~~ of DCP MIDSTREAM, L.P., a Delaware Limited Liability Company for and on behalf of DCP MIDSTREAM, L.P., a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

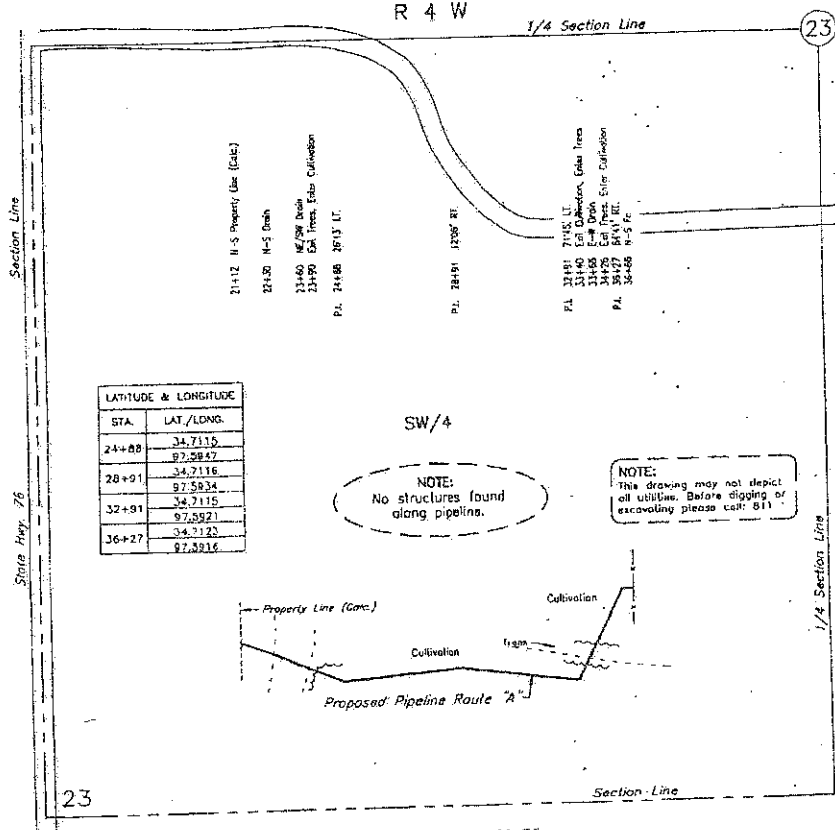
My Commission Expires: [Signature]
Notary Public

Commission No. [Signature]


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Nature of Work PRELIMINARY SURVEY Date 08/23/17 Line No. _____
 Asset SOUTHERN OKLAHOMA System _____ Subsystem _____ A/E No. 500216373
 SW/4 Sec. 23 Twp. JN Range 4W Co. GARYM State OK RC No. 1282 Sheet No. 3 OF 5



Remarks: _____
TRACT #4 - W/2 E/2 SW/4 & E/2 SW/4 SW/4 SECTION 23 - MARY AND JAMES HARRISON
FOUNDATION - 1.554 FEET OR 94.18 RODS

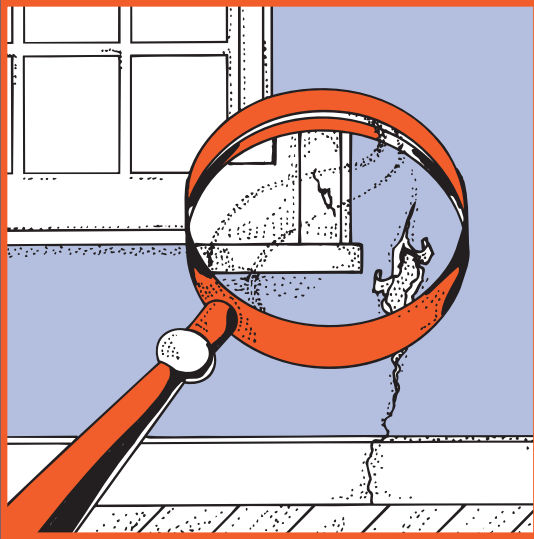
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27	28	29	30	31	32	33

DWG. NO. CIM170433C Group or Corporate Staff DCP Midstream
 Signed _____



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 Lori Fulks - Garvin County Clerk
 State of Oklahoma

Date 10/20/17
 BOK



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

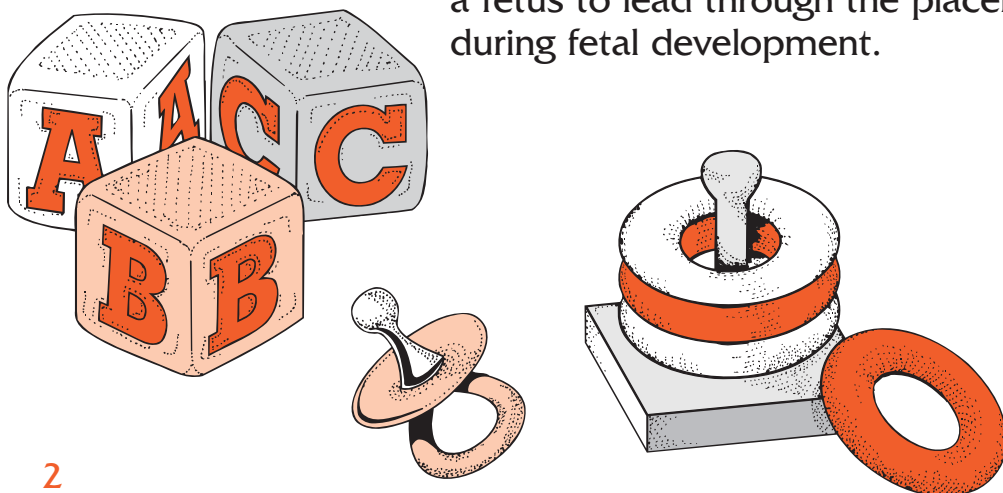
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

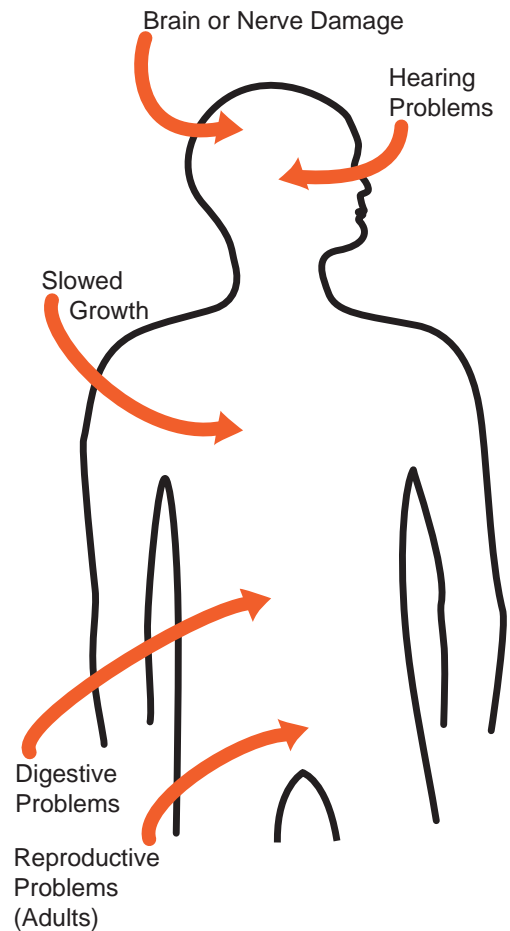
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

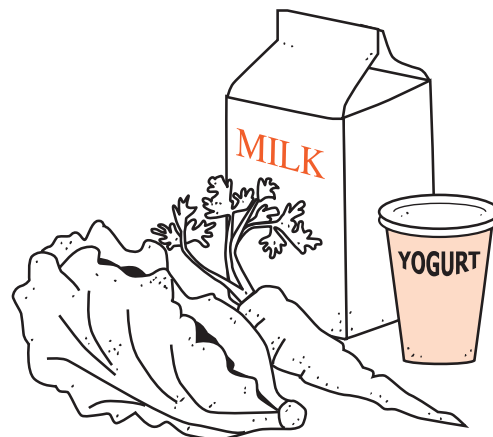
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

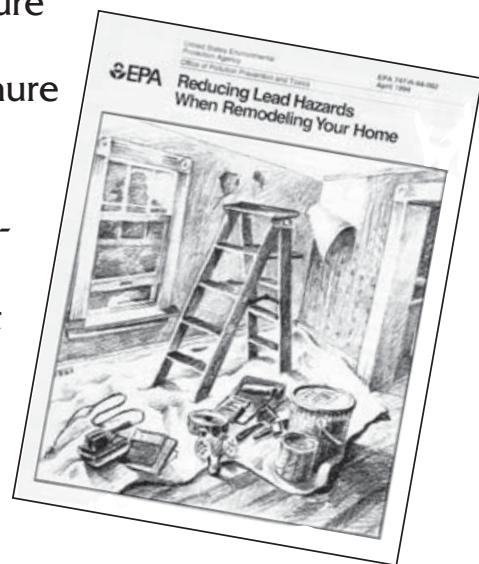
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



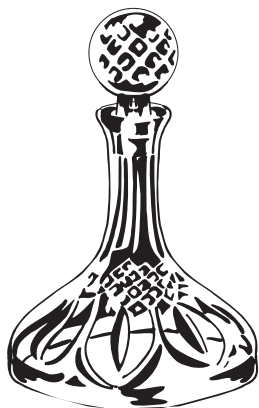
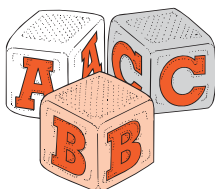
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

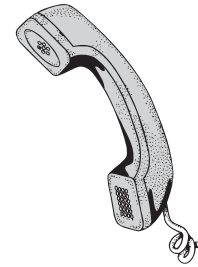


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

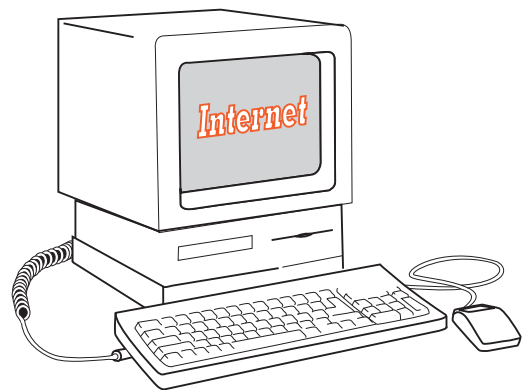


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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