 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: American Abstract Company of McClain County, Inc.  
 Issuing Office: 138 W. Main St, Purcell, OK 73080  
 Issuing Office's ALTA ® Registry ID: 0002360  
 Loan ID No.:  
 Commitment No.: 20201341A-1  
 Issuing Office File No.: 20201341A  
 Property Address:

**SCHEDULE A**

1. Commitment Date: July 27, 2020 at 07:59 AM
2. Policy to be issued:
  - (a)  ALTA Owners Policy (06/17/06)  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
  - (b)  ALTA Loan Policy (06/17/06)  
 Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title, at the Commitment Date, vested in:  
 Vendera Management III, LLC and Vendera Resources III, LP and Trapezium Cluster Holdings, LLC, by virtue of a Warranty Deed filed March 18, 2018 in Book 3289 at Page 223.
5. The Land is described as follows:  
 The NE/4 of NW/4 and W/2 of NW/4 of NE/4 and SW/4 of NE/4 of Section 34, Township 5 North, Range 7 East. LESS AND EXCEPT that portion Deeded to the State of Oklahoma in Book 470 at Page 216.

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

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**SCHEDULE A**  
(Continued)

*Gayle Helton*

---

Authorized Signature or Signatory


Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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

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 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A (Continued)</b>	

File No.: 20201341A

**LEGAL DESCRIPTION**

The Land referred to in this policy is described as follows:

The NE/4 of NW/4 and W/2 of NW/4 of NE/4 and SW/4 of NE/4 of Section 34, Township 5 North, Range 7 East. LESS AND EXCEPT that portion Deeded to the State of Oklahoma in Book 470 at Page 216.

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 20201341A-1

**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 premiums, fees, and charges for the Policy to the Company.
3. 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.
4. The General Partner of Vendera Resources III, LP, must execute any instrument conveying an interest in the subject property. Additionally, all formalities of execution must be properly completed.
5. The manager of Vendera Management III LLC and Trapezium Cluster Holdings, LLC, must execute any instrument conveying an interest in the subject property. Additionally, all formalities of execution must be properly completed.
6. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B- Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Oklahoma Minimum Standards for Land Surveying as set for the by Oklahoma State Board of Licensure for Professional Engineers and Surveyors.
7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
8. Obtain a Final Report for issuance of title policy.
9. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
10. The notarization of all documents executed in connection with the transaction contemplated by this Commitment shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:  
**EXCEPTION (Owner's policy):**  
"Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI and BII (Cont.)</b>	

Commitment No.: 20201341A-1

properly conducted remote on line notary session.”

EXCEPTION (Loan policy):


“Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage.”

11. Obtain a Uniform Commercial Code search as to Vendera Management III LLC and Vendera Resources III, LP and Trapezium Cluster Holdings, LLC in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Obtain a court search as TO BE DETERMINED in Pontotoc County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
13. With respect to Vendera Management III LLC and Trapezium Cluster Holdings, LLC (the Company), furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.
14. With respect to Vendera Resources III, LP, a limited partnership, furnish:  
A copy of the certificate of limited partnership;  
A full copy of the partnership agreement and any amendments;  
Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
15. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI and BII (Cont.)</b>	

Commitment No.: 20201341A-1

**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. Statutory easement for roadway along Section line.
2. Right of Way Agreement filed May 2, 1941 in Book 290 at Page 137.
3. Right of Way Agreement filed May 28, 1949 in Book 407 at Page 22.
4. Dedication Deed filed September 18, 1952 in Book 470 at Page 148.
5. Right of Way Agreement filed January 14, 1982 in Book 1122 at Page 268.
6. Pipeline easement filed April 1, 1931 in Book 140 at Page 173.
7. Pipeline easement filed March 17, 1941 in Book 288 at Page 542.
8. Pole Line Easement filed September 17, 1947 in Book 379 at Page 386.
9. Dedication Deed filed September 18, 1952 in Book 470 at Page 216.

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Exception #5

### Right of Way Agreement

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THIS AGREEMENT made and entered into on this 20th day of March, 1940 by and between Mrs. Beulah Fagan hereinafter called the Grantor, and Ideal Cement Co., a corporation, hereinafter called the Grantee.

WITNESSETH that said Grantor for and in consideration of the sum of \$20.00 Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove pipe lines and telephone lines 40 rods long, and located in accordance with plat of definite location on the back hereof, with right of transportation through said lines, with right of ingress and egress to and from the same, on, over through certain lands situated in the County of Pontotoc State of Oklahoma, described as follows, to-wit:

SE 1/4 of SW 1/4 of NE 1/4 of Section 34, 5 North, 7 East

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

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

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

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

Mrs. Beulah Fagan (Seal)  
\_\_\_\_\_ (Seal)

By \_\_\_\_\_

STATE OF OKLAHOMA, }  
COUNTY OF Pottawatomie } ss.

Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 25 day of March, 1940, personally appeared Mrs. Beulah Fagan

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

Witness my hand and official seal.

My commission expires July 27, 1941

L. B. Johnson  
Notary Public.

STATE OF OKLAHOMA, PONTOTOC COUNTY, ss. No. \_\_\_\_\_  
Filed for record May 2, 1940, at 10:30 o'clock A. M., and recorded in Book 290 Page 139, Tom B. Grant, County Clerk, By L. Prine Deputy

#6

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of One and 0. V. C. Dollar s(\$ 1.00) to them in hand paid by SUNRAY OIL CORPORATION, a corporation, of Tulsa, Oklahoma, the receipt of which is hereby acknowledged,

Buelah Fagan, a widow, John Harry Fagan, and Pearl McKenna, a widow

do hereby grant to SUNRAY OIL CORPORATION, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Pontotoc, and State of Oklahoma,

and described as follows:

The Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section Thirty-four (34) Township Five (5) North, Range Seven (7) East of I. M.

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said SUNRAY OIL CORPORATION, its successors and assigns.

The said SUNRAY OIL CORPORATION for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of 50¢ per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by SUNRAY OIL CORPORATION, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

Telephone and telegraph lines if constructed above ground shall be located along property or fence line.

Dated this 14 day of May, 1949

Buelah Fagan (SEAL)
John Harry Fagan (SEAL)
Pearl McKenna (SEAL)



#6

23

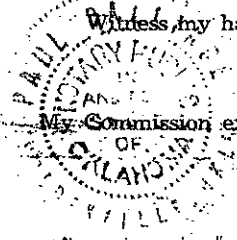
STATE OF Oklahoma  
COUNTY OF Pottawatomie

ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 14 day of May, 19 49, personally appeared Buelah Fagan, a widow, John Harry Fagan and Pearl McKenna, a widow 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 set forth.

Witness my hand and official seal.

*Rae Ballinger*  
Notary Public



My Commission expires May 22nd, 19 50.

2244

Line  
Sec. Twp. Rge. County

Right of Way

FROM

TO

Sunray Oil Corporation

TULSA, OKLAHOMA

SUNRAY OIL CORPORATION  
1117 1/2 FLOOR PHILTOWER  
TULSA, OKLAHOMA



STATE OF OKLAHOMA, POTTAWATOMIE COUNTY ss.  
Filed for record May 28 19 49 at 8:00 a.m. recorded  
in Book 407 Page 22 CLAUD BOBBITT, County Clerk. By [Signature] Deputy

#7

9  
170801

D. H. Form 91-Regular

4744

148

# DEDICATION DEED

PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS:

That Boulah Fagan, a widow,  
of Pontotoc County, State of Okla., hereinafter

called the Grantors (whether one or more), for and in consideration of the sum of \_\_\_\_\_  
ONE- - - - - dollars (\$ 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 SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 34, T 5 N, R 7 E in Pontotoc County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , thence West along the North line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 53.4 feet, thence South-easterly on a curve to the left having a radius of 1969.9 feet a distance of 103.2 feet to a point on the East line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , thence North along said East line a distance of 88.2 feet to point of beginning.

Containing 0.05 acres, more or less.

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 thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

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

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except \_\_\_\_\_

The undersigned Grantors hereby designate and appoint \_\_\_\_\_ 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 28

day of Aug. 1952.

*Boulah Fagan*

#7

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State of Oklahoma,

County of Pottawatomie } ss.

Before me, a Notary Public in and for said county and state, on this 28 day of Aug. 19 52, personally appeared Beulah Fagan and

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

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

*Harry McVinna*  
Harry McVinna Notary Public

My commission expires Sept. 26, 1953

DEDICATION DEED  
FOR  
RIGHT-OF-WAY

PONTOTOC County, }  
STATE OF OKLAHOMA, } ss.

This instrument was filed for record on the

18 day of Sept 1952

at 8:00 o'clock a M., and recorded

in Book 470 of

on Page 148 Fees, \$

CLAUD ROBBITT  
County Clerk

By A. L. Linn

Return to  
Department of Highways  
Right-of-Way Department  
Oklahoma City 5, Oklahoma



RIGHT-OF-WAY AGREEMENT

#8

THE UNDERSIGNED, W. H. Scroggins 327 RW 851684

(hereinafter referred to as "GRANTOR") whether one or more for and in consideration of the sum of \$ 10.00 + OVC in hand paid by SUN OIL COMPANY (Delaware), a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, and convey unto SUN OIL COMPANY (Delaware), its successors and assigns, (hereinafter referred to as "GRANTEE"), the right-of-way and easement to construct, lay, maintain, operate, relay, replace and remove a pipeline or lines for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through, under and across the following described lands located in Pontotoc County, State of Oklahoma.

to wit: A 40' wide easement, 20' on each side of a centerline in the W/2 Section 34-5N-7E.

Easement beginning at a point on the South line of the said W/2. Thence North approximately 3,300'.

Total = 3,300' or 200 rods

together with the right of ingress and egress to and from the same.

The consideration received includes full compensation for any and all damages to the above described lands, any improvements, fences, ponds, timber, crops, or vegetation thereon, that may be occasioned by, or incident to, the laying, erection, and construction of the initial pipeline under the terms of this grant.

Should more than one pipeline be laid under the terms hereof, GRANTEE shall pay an additional consideration for each additional pipeline or lines so laid after the initial pipeline and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipeline or lines. In the event more than one additional pipelines are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

GRANTOR shall have the right to fully use and enjoy the said premises, except for the purposes and easement herein granted to the GRANTEE. GRANTEE agrees to pay any damages to GRANTOR resulting from the operation and maintenance of any pipeline or lines after the same have been laid and put in operation.

All pipelines shall be laid upon a route selected by the GRANTEE, its successors or assigns, and shall, at the request of GRANTOR, be buried below plow depth.

TO HAVE AND TO HOLD said easement, rights and right-of-way unto SUN OIL COMPANY (Delaware), its successors or assigns, so long as the same shall be desired by the GRANTEE for any of the purposes aforesaid.

This agreement shall be deemed a covenant running with the lands described above, and shall endure to the benefit of, and be binding upon, the GRANTOR, their heirs, devisees, representatives and assigns.

Executed this 19 day of August, 1981.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
W. H. Scroggins  
W. H. Scroggins

SUN GAS COMPANY  
NORTH PARK III - C&LA  
P. O. BOX 20  
DALLAS, TEXAS 75221

AFE 30905  
Steedman Plant

268

#8

STATE OF Oklahoma )  
 County of Oklahoma ) ss. (ACKNOWLEDGMENT FOR INDIVIDUAL)  
 Before me, the undersigned, a Notary Public, in and for said County and State, on this 19 day of August, 1981  
 personally appeared W. H. Scoggins  
 personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that He  
 executed the same as His free and voluntary act and deed, for the uses and purposes therein set forth.  
 IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.  
 My commission expires MAY 30, 1982  
Clinton E. Morgan Notary Public

STATE OF \_\_\_\_\_ )  
 County of \_\_\_\_\_ ) ss. (ACKNOWLEDGMENT FOR INDIVIDUAL)  
 Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 personally appeared \_\_\_\_\_  
 personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_  
 executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein set forth.  
 IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.  
 My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ )  
 County of \_\_\_\_\_ ) ss. (ACKNOWLEDGMENT FOR CORPORATION)  
 On this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_, before me, the undersigned, a Notary Public, in and for the County and  
 State aforesaid, personally appeared \_\_\_\_\_  
 to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_  
 and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed and as the free and voluntary  
 act and deed of such corporation, for the uses and purposes therein set forth.  
 Given under my hand and seal of office the day and year last above written.  
 My commission expires \_\_\_\_\_ Notary Public

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STATE OF OKLAHOMA  
 Pontotoc County SS No. \_\_\_\_\_  
 Filed for record on the 14 day  
 of Jan 1982 at 10  
 o'clock A M., and recorded in  
 Book 1122 at Page 268  
 JAMES H. McGAHA, County Clerk  
C. Mitchell Deputy

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) ss.  
 Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
 as Trustee for \_\_\_\_\_  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed as such Trustee, for the purposes therein set forth.  
 Given under my hand and seal of office the day and year last above written.  
 My Commission Expires: \_\_\_\_\_

269

RIGHT-OF-WAY CONTRACT

173

STATE OF OKLAHOMA

COUNTY OF Pontotoc

SS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

*N B*

~~THE~~ *Shipley and*

*Emmett Victor her husband, 3 Now Winters, Okla*

hereinafter styled "Grantors", for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt of each and all of which is hereby acknowledged, do hereby grant and convey unto the Sunray Oil Company, an Oklahoma Corporation, having its office at Tulsa, Oklahoma, hereinafter called "Grantee", its successors and assigns, the Right of Way from time to time to lay, construct, reconstruct, replace, renew, maintain, repair, operate, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water, and other substances, or any thereof, over, through, upon, under and across the following described lands situated in Pontotoc County, State of Oklahoma, to-wit:

*East half (E 1/2) of South west quarter (SW 1/4) and East half (E 1/2) of West half (W 1/2) of South west quarter (SW 1/4) Sec 21 Twp. 5 North Rng. 8 East. Distance 120 Rods.*

together with the right of ingress and egress to, into, upon and from the said lands and the line or lines or any of the same so placed thereupon, for the purposes aforesaid.

The Grantors shall have the right of full use and enjoyment of the above described premises, except as to the rights hereinbefore granted and the Grantee hereby agrees to pay any damages which may arise to crops, timber, fences or buildings, of said Grantors because of the exercise of the rights herein granted, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor and one by the Grantee, and the third by the two so appointed, and the award of such three persons, or any two of them, shall be final and conclusive.

Should more than one separate pipe line be laid across said lands under this grant at any time, that is to say, a separate line in a separate excavation, the same consideration per lineal rod as that paid for this grant, to-wit, 50¢ per rod, shall be paid for each line so laid as the first line.

All pipe line, under this grant, shall be laid upon a route selected by the Grantee, its successors and assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and any additional lines laid after the first line shall be laid as nearly parallel with and adjacent to said pipe line as is possible, to serve the purposes required.

OKCOUNTYRECORDS.COM

15-12

542

1263

# Right of Way Agreement

THIS AGREEMENT made and entered into on this 27<sup>th</sup> day of JANUARY, 1941, by and between C.H. Massey, J.G. Witherspoon, & Jean Gwin hereinafter called the Grantor, and Boettcher Oil and Gas Co., a corporation, hereinafter called the Grantee.

WITNESSETH that said Grantor for and in consideration of the sum of \_\_\_\_\_ Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove pipe lines and telephone lines \_\_\_\_\_

182 rods long, and located in accordance with plat of definite location on the back hereof, with right of transportation through said lines, with right of ingress and egress to and from the same, on, over through certain lands situated in the County of Pontotoc State of Oklahoma, described as follows, to-wit:

E $\frac{1}{2}$  of SW $\frac{1}{4}$  and E $\frac{1}{2}$  of W $\frac{1}{2}$  of SW $\frac{1}{4}$  of Sec. 21, Township 5 North,  
Range 8 East.

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

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

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

STATE OF OKLAHOMA, PONTOTOC COUNTY: ss. No. \_\_\_\_\_

Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_, 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and by Tom B. Grant, County Clerk, Deputy

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

J.G. Witherspoon (Seal)  
C.H. Massey (Seal)  
x Jean Gwin

STATE OF OKLAHOMA, COUNTY OF Pontotoc ss.

386 For and in consideration of the sum of One and No/100 Dollars (\$1.00), in hand paid, receipt of which is hereby acknow-

ledged, we W.A. Delaney Jr. and Marie Delaney, husband and wife, hereby grant to the SUNRAY OIL CORPORATION,

Tulsa, Oklahoma a Corporation, of its successors and assigns, the

right, privilege and authority to construct, reconstruct, operate, maintain, and remove at any time its lines of telephone and telegraph, including such poles, crossarms, wires, guys, guy stubs, anchors, brace poles, and fixtures thereto as the said Company may deem necessary, over, upon and along the following described property owned by us, together with the right of ingress and egress to and from the same, with the right to permit the attachment of wires of any other

company through and across the following described lands, situated in Pontotoc County, Oklahoma, to-wit:

SW 1/4 of Section 21 Twp. 5, Rge. 8.

and we further grant to said Company the right to trim any trees, hedges or shrubbery along said line necessary to keep the wires of its line at least 48 inches in the clear and to cut down any trees now growing or which may hereafter grow under or adjacent to said line, and the right to set the necessary guy and brace poles, and storm guys, and attach to trees the necessary guy wires. All damages to growing crops occasioned by the construction and maintenance of said telephone and telegraph line shall be paid for by the SUNRAY OIL CORPORATION, its successors or assigns.

Witness our hand this 28 day of August, 1947.

Handwritten signatures of W.A. Delaney Jr. and Marie Delaney.

STATE OF Oklahoma } ss  
COUNTY OF Pontotoc }

Before me, the undersigned authority, on this day personally

STATE OF OKLAHOMA, PONTOTOC COUNTY, SS.  
9 o'clock P. M., and records  
at 8:00  
17 1947  
for record  
379  
CLAUD BOBBITT, County Clerk. Et. V. Smith



216  
DEDICATION DEED

PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS:

That A. K. Kimbrough & Lucille Kimbrough, his wife

of Pontotoc County, State of Oklahoma hereinafter

called the Grantors (whether one or more), for and in consideration of the sum of Fifty & no/100 dollars (\$ 50.00) 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  $E\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$  and the  $E\frac{1}{2} SW\frac{1}{4}$  of Section 21, T 5 N, R 8 E in Pontotoc County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said  $E\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$  thence North along the West line of said  $E\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$  a distance of 50 feet, thence S  $89^{\circ}55'E$  a distance of 1983.1 feet to a point on the East line of said  $E\frac{1}{2} SW\frac{1}{4}$ , thence South along said East line a distance of 50 feet to the SE corner of said  $E\frac{1}{2} SW\frac{1}{4}$  thence West along the South line of said Section 21 a distance of 1983.1 feet to point of beginning.

Containing 0.46 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

Land donated.

Labor to move fence --- \$ 50.00

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

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

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except

The undersigned Grantors hereby designate and appoint A. K. Kimbrough 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 1 day of August 19 52

*A. K. Kimbrough*  
*Lucille Kimbrough*

State of Oklahoma,

County of Pontotoc

Before me, a Notary Public in and for said county and state, on this 1 day of August 19 52, personally appeared A. K. Kimbrough and Lucille Kimbrough

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

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

*Claude Harris*  
Notary Public

My commission expires June 7 / 1955

DEDICATION DEED  
FOR  
RIGHT-OF-WAY

PONTOTOC }  
County, }  
SS.  
STATE OF OKLAHOMA,

This instrument was filed for record on the

18 day of Sept 19 52

at 8:00 o'clock am, M., and recorded

in Book 470 of

on Page 216 Fees, \$

CLAUD BOBBITT

By A. L. Smith Deputy

County Clerk

Return to  
Department of Highways  
Right-of-Way Department  
Oklahoma City 5, Oklahoma