



**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**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:  
 Loan ID No.:  
 Commitment No.: 20201383-1  
 Issuing Office File No.: 20201383  
 Property Address:

### SCHEDULE A

1. Commitment Date: July 31, 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: , 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 E/2 of SW/4 and E/2 of W/2 of SW/4 of Section 21, Township 5 North Range 8 EAst, Pontotoc County, Oklahoma. 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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.




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

File No.: 20201383

**LEGAL DESCRIPTION**

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

The E/2 of SW/4 and E/2 of W/2 of SW/4 of Section 21, Township 5 North Range 8 East, Pontotoc County, Oklahoma.  
**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.: 20201383-1

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

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. 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.
7. 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.
8. Obtain a Final Report for issuance of title policy.
9. 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.
10. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B- Part

Copyright 2020 American Land Title Association. All rights reserved.

Reprinted under license from the American Land Title Association. This form has not been approved as an ALTA standard Form.



 <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.: 20201383-1


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.

- 11. 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.
- 12. Obtain a Final Report for issuance of title policy.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

<u>Instrument</u>	<u>Date Filed</u>	<u>Recording Info</u>
FD	10/19/95	1456/513
PRD	4/8/11	2524/97
PRD	4/8/11	2524/99
D	9/14/99	1548/721

- 17. 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.
- 18. 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.




 <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.: 20201383-1

Copyright 2020 American Land Title Association. All rights reserved.

Reprinted under license from the American Land Title Association. This form has not been approved as an ALTA standard Form.



 <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.: 20201383-1

**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. Rights or claims of parties in possession not recorded in the public records.
2. Easements or claims of easements not recorded in the public records.
3. Any encroachment, 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.
4. Any statutory lien, or right to lien, for services, labor, or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Ad Valorem Taxes for the year 2020, 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. Water rights, claims or title to water, whether or not shown by the public records.
9. Pipeline easement filed April 1, 1931 in Book 140 at Page 173.
10. Utility Easement filed October 25, 2011 in Book 2577 at Page 265.
11. Right of Way Grant filed December 7, 1995 in Book 1459 at Page 202.
12. Grant of Easement filed May 25, 1977 in Book 936 at Page 238.

**Copyright 2020 American Land Title Association. All rights reserved.**

Reprinted under license from the American Land Title Association. This form has not been approved as an ALTA standard Form.



 <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.: 20201383-1

13. Right of Way Agreement filed March 12, 1953 in Book 489 at Page 145.
14. Dedication Deed filed September 18, 1952 in Book 470 at Page 216.
15. Pole Line Easement filed September 17, 1947 in Book 379 at Page 386.
16. Pipeline easement filed March 17, 1941 in Book 288 at Page 542.

**Copyright 2020 American Land Title Association. All rights reserved.**

Reprinted under license from the American Land Title Association. This form has not been approved as an ALTA standard Form.





RIGHT-OF-WAY CONTRACT

173

STATE OF OKLAHOMA  
COUNTY OF Pontotoc SS.

KNOW ALL MEN BY THESE PRESENTS:

that the undersigned, A. B. Shipley and Emmett Victor her husband now residing in

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 1200 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.

174  
 TO HAVE AND TO HOLD said easement, rights and rights of way  
 unto the said grantee, its successors and assigns forever. The terms and con-  
 ditions hereof shall be binding upon the heirs, representatives, successors  
 and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands  
 and seals on this the 30<sup>th</sup> day of September, 1930.

*Witness to Grant*  
J. F. J. Brantley  
C. J. Shipley

X Mrs. A. B. Shipley  
X Woodman B. Victor  
X J. Marks

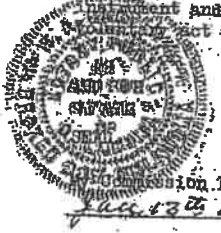
GRANTORS

STATE OF OKLAHOMA }  
 COUNTY OF McCurtain } SS

Before me, the undersigned, a Notary Public, in and for said  
 County and State on this the 30<sup>th</sup> day of Sept, 1930, per-  
 sonally appeared Mrs. A. B. Shipley Woodman B. Victor  
Subscribed name was signed by me at her request  
and in the presence of the two subscribing witnesses  
to be made

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.  
W. A. Carter  
 Notary Public



STATE OF OKLAHOMA }  
 COUNTY OF \_\_\_\_\_ } SS

Before me, the undersigned, a Notary Public, in and for said  
 County and State on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 personally appeared \_\_\_\_\_

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



This instrument filed for record this 1 day of April, 1931  
 at Lawton and recorded in Vol. 140 at page 172  
 JOE BECK, County Clerk. By C. W. Hudson Deputy

12

Rt: Deniz Lowery  
Box

UTILITY EASEMENT

Know All Men By These Presents:

That PONTOTOC PRODUCTION COMPANY, INC., hereinafter called "Grantor", for and in consideration of One Dollar and other valuable considerations (\$1.00 O.V.C.), receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and assign unto ROBERT W. HARRINGTON and LORI M. HARRINGTON, their successors and assigns, hereinafter called "Grantees", a perpetual easement and right-of-way over, across, under and through the following-described tract of land owned by Grantor situate in Pontotoc County, Oklahoma, to-wit:

A tract located in the SW/4 of Section 21, Township 5 North, Range 8 East of the Indian Meridian, more particularly described as follows: A 50 foot strip of land along the East side of said SW/4, the East line of said strip being the centerline of County Road N3675 and the West line being a line 50 feet West of said centerline, said strip running from the South line of said SW/4 to the North line of said SW/4.

for the purposes of the installation, maintenance, repair and replacement of surface and underground utilities of all types. The easement and right-of-way granted hereby shall be for the benefit of and appurtenant to the following property located in Pontotoc County, Oklahoma, to-wit:

A part of the E/2 of Section 21, Township 5 North, Range 8 East, Pontotoc County, Oklahoma, more particularly described as follows: Beginning at the Northwest corner of the SE/4 of said Section 21: thence East 659.92 feet; thence North 661.84 feet to the Northwest corner of the SE/4 SW/4 NE/4 of said Section 21; thence East 565.32 feet; thence South 3100.55 feet; thence West 210 feet; thence South 210 feet to the South line of said Section 21; thence West 84.29 feet; thence North 726.7 feet; thence West 400.00 feet; thence North 337.58 feet; thence West 532.14 feet; thence North 1583.67 feet to the point of beginning, containing 62.44 acres, more or less;

and shall inure to the benefit of the future owners of the last above-described property without further assignment of said right-of-way.

The initial construction, installation and subsequent maintenance and repair of the easement shall bear the sole expense of the Grantees and their successors and assigns.

Dated this 13 day of July 2011

PONTOTOC PRODUCTION COMPANY, INC.

By: Tully Davis  
Tully Davis Vice President Land

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on the 13 day of July 2011, personally appeared Tully Davis to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President Land, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission Expires: 12-3-2011  
(SEAL)

Karen D. Lawwill  
Notary Public  
Commission No. 07011513



1-2011-005820 Book 2577 Pg 265  
10/25/2011 11:30 am Pg 0265-0265  
Fee: \$ 13.00 Doc: \$ 0.00  
Pam Walker - Pontotoc County Clerk  
State of Oklahoma

0 6388

DUM-7817-A  
2-78

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS: That Pontotoc Production Company, Inc.  
808 East Main, Ada, OK 74820

\_\_\_\_\_ hereinafter called "Grantor", whether one or more, for and in consideration of the sum of \$ Ten & 00/100 the receipt of which is hereby acknowledged, does hereby grant and convey unto Mid-Continent Pipeline Company P. O. Box 2039 Tulsa, OK 74102 corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to locate, lay, install, operate, inspect, alter, maintain, repair, change the size of, replace and remove, in whole or in part, a pipeline for the transportation of oil, petroleum products, water or other fluids and substances, at a location and on a route to be selected by Grantee on, over, and through, with ingress and egress to and from the following described land in Pontotoc County, Oklahoma

SE/4 SW/4 & E/2 SW/4 SW/4,

Section 21, Township 5 North, Range 8 East

The width of this easement shall be 50' during construction, reverting to 25' after construction.

This easement includes one (1) scraper trap site, 10' X 10' and one (1) pump unit location, 15' X 15' and the right to lay 125' of underground electrical conduit.

together with valves, fittings, meters, corrosion control and protection equipment, and pipeline markers, and the right of unimpeded access at all times over and across the above described land, and any adjoining lands owned by Grantor, to the easement granted herein and said pipeline and facilities. The easement and right of way granted herein shall be a width of 25 feet on each side of the first pipeline to be installed in the ground. Grantor does hereby warrant that the above described premises are free from any other easements or encumbrances which might interfere with the exercise of the rights herein granted.

~~Grantor shall have the right to use and enjoy the above described premises, subject to the rights herein granted. Grantor shall not interfere with or impair nor permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structure or obstruction, or impound water or other substance, on or over said pipeline. Grantee shall bury said pipeline where situated on lands cultivated for crops to a depth sufficient so as not to interfere with the present manner and method of cultivation, and Grantee, at its option, may construct its pipeline above the channel of any stream, ravine, ditch or water course.~~

Grantor shall pay to Grantee any actual damages to growing crops, pasture lands, fences, timber and improvements of Grantor directly resulting from Grantee's exercise of the rights herein granted. After the first pipeline has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth and brush on the pipeline easement and right of way resulting from Grantee's clearing of such obstructions from the premises. If the amount of any damages to Grantor are not agreed upon between Grantor and Grantee, such damages shall be determined by three disinterested persons as arbitrators, one of whom to be appointed by the Grantor, and one by the Grantee, and the third by the two appointed as aforesaid, and the award of any two of such persons shall be final and conclusive. The cost of arbitration shall be paid equally by Grantor and Grantee.

Grantor shall have the right to use and enjoy the above described premises, subject to the rights herein granted. Grantor shall not interfere with or impair nor permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structure or obstruction, or impound water or other substance, on or over said pipeline. Grantee shall bury said pipeline where situated on lands cultivated for crops to a depth sufficient so as not to interfere with the present manner and method of cultivation, and Grantee, at its option, may construct its pipeline above the channel of any stream, ravine, ditch or water course.

This Grant is a covenant running with the land and shall be binding upon the parties hereto, their heirs, devisees, representatives, successors and assigns; and the rights, privileges and authorities herein granted shall be assignable together or separately and in whole and in part.

This instrument covers the entire agreement between the parties, and no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Grant. This instrument may be executed in counterparts, and each counterpart shall constitute a separate agreement between the parties thereto.

WITNESS the signature \_\_\_\_\_ of grantor \_\_\_\_\_ this the 20 day of November

Pontotoc Production Company, Inc.  
By: [Signature]  
PRESIDENT P.P.C. Inc.  
2010

RT Sen Pipelining  
PO Box 2039  
Tulsa OK 74102-9910

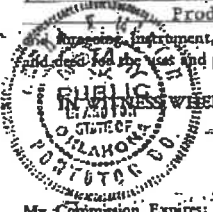
WITNESSES:  
[Signature]  
"Grantor"

By \_\_\_\_\_ Authority No. 202 Draft No. \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF Pontotoc )

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 20th day of November, 1995, personally appeared Roby Robson President of Pontotoc Production Company, Inc., to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



Gwenda K Martini  
Notary Public

My Commission Expires: Dec 22, 1995

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public within and for the above named County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

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

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

My Commission Expires: \_\_\_\_\_

8959 0

TO	FROM
RIGHT OF WAY	
When Recorded, Return To	
Right of Way Dept.	
Tulsa, Oklahoma 74102	

MID-CONTINENT PIPE LINE COMPANY  
P.O. BOX 2099  
TULSA, OK 74102



STATE OF OKLAHOMA  
PONTOTOC COUNTY SS NO. \_\_\_\_\_  
Filed for record on the \_\_\_\_\_ day  
of Dec 1995 at 10  
o'clock A M. and recorded in  
book 1457 at page 202  
LYNN LOFTON, County Clerk  
[Signature] Deputy

ACKNOWLEDGMENT FOR CORPORATION

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public within and for the above named County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

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

My Commission Expires: \_\_\_\_\_

203

252

238

3235

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, A.K. Kimbrough hereinafter called GRANTOR (whether one or more), in consideration of the Sum of One Dollar, to the GRANTOR in hand paid, in cash, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto RURAL WATER DISTRICT NO. 7, Pontotoc County, Oklahoma, hereinafter called GRANTEE, an easement and right of way over, through, under and across, the following described real estate and premises, situated in Pontotoc County, Oklahoma, to-wit: East-half of Southwest quarter and East-half of West-half of Southwest Quarter, Sec. 21, 5N-8E UTILITY EASEMENT:

A strip of land 20 feet wide across the South side of the following described tract of land:

E $\frac{1}{2}$ -SW $\frac{1}{4}$  & E $\frac{1}{2}$ -W $\frac{1}{2}$ -SW $\frac{1}{4}$  Sec. 21, Twp. 5 North, Range 8 East

STATE OF OKLAHOMA  
Pontotoc County SS No. \_\_\_\_\_  
Filed for record on the 25 day  
of May 1977 at 2:00  
o'clock P.M. and recorded in  
Book 936 at Page 238  
JAMES H. McGEHEE, County Clerk  
C. Mitchell Deputy

For the right to construct, install, remove and repair and maintain water system improvements and all appurtenances in connection therewith.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns, forever.

Dated this 9th day of Feb., 1977.

*A. K. Kimbrough*

STATE OF OKLAHOMA )  
COUNTY OF PONTOTOC )

The foregoing instrument was acknowledged before me this 9th day of February, 1977, by A.K. Kimbrough



*James L. Lawson*  
NOTARY PUBLIC

145

# RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into by and between Guy Pegg and Pearl Hazel Pegg, his wife hereinafter called the Grantor, and W. A. Delaney, Jr. hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of the sum of Forty and No/100 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 a pipe line for the purpose of the transportation of Gas, with the right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Pontotoc State of Oklahoma

described as follows, to-wit:  
West Half of West Half of Southwest Quarter of Section Twenty-one (21)  
and the Southeast Quarter of Southeast Quarter of Section Twenty (20),  
all in Township Five (5) North, Range Eight (8) East,

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

1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its 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 damages to fences, crops and premises, which may be suffered by reason of laying, maintaining, operation or alteration of said line 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 persons 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, this 31st day of January, 1953.

STATE OF OKLAHOMA, )  
COUNTY OF Pontotoc ) ss. Pearl Hazel Pegg

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 31st day of January, 1953, personally appeared Guy Pegg and Pearl Hazel Pegg,  
his wife,

to me known to be the identical person § 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 herein set forth.

Witness my hand and official seal  
My Commission expires 1958  
Ray M. Cummings  
Notary Public

STATE OF OKLAHOMA, PONTOTOC COUNTY: SS.  
Filed for record 1/31/53 at 8:40 o'clock A. M., and recorded 1/31/53  
DOW THOMPSON, County Clerk. By [Signature] Deputy

# DEDICATION DEED

## PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS,

That James H. Johnson & Lucille Johnson, 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°55'11" 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 0.246 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 heretofore 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 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 disbursement of the compensation herein named.

In witness whereof the Grantors herein named have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 1952.

State of Oklahoma,

County of Pontotoc

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of August, 1952, personally appeared A. K. Kimbrough and Loretta Kimbrough

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



Clarence 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, 1952

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

in Book 470 of \_\_\_\_\_

on Page 216 Fee, \$ \_\_\_\_\_

**CLAUD BOBBITT**  
County Clerk

By Clarence Harris Deputy

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

M-1110-S 4221 POLE LINE EASEMENT

386 For and in consideration of the sum of One and No/100 Dollars (\$1.00), in hand paid, receipt of which is hereby acknowledged, we W.A. Delaney Jr. and Marie Delaney, husband and wife, hereby grant to the SUNRAY OIL CORPORATION, a Corporation, of Tulsa, Oklahoma, 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, cross-arms, 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:

SE of SW 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.

W.A. Delaney Jr.  
Marie Delaney

STATE OF Oklahoma  
COUNTY OF Pontotoc } 55

Before me, the undersigned authority, on this day personally appeared W.A. Delaney Jr. and Marie Delaney, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the consideration, uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of August, 1947.

W.D. [Signature]  
Notary Public within and for  
Pontotoc County, Oklahoma

My Commission Expires 3-20-49

STATE OF OKLAHOMA, PONTOTOC COUNTY, SS  
I hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.  
Notary Public  
W.D. [Signature]  
Notary Clerk

ATTACHED To AND Forming PART of Right of Way Agreement, dated Jan 27, 1941.

ACKNOWLEDGMENT

STATE OF LOUISIANA PARISH ORLEANS ss. 543

Before me Abraham I. Kleinfeldt a Notary Public

in and for said County and State, on this First (1<sup>ST</sup>) day of February, 1941

personally appeared Jean Gwin 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.

My Commission expires is Good for Life 1999

Abraham I. Kleinfeldt  
Notary Public

143

Printed and for sale by Grigsby, Orr & Adcox, Ada, Okla.

STATE OF OKLAHOMA, PONTIAC COUNTY: ss. No. \_\_\_\_\_  
Filed for record March 17, 1941 at 11:00 o'clock A. M. and  
recorded in Book 288 Page 542, Tom B. Grant, County Clerk, By \_\_\_\_\_ Deputy

