

# ALTA Commitment for Title Insurance

ISSUED BY

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

## Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIDELITY NATIONAL TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Fidelity National Title Insurance Company* (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

American Abstract & Title Company

Authorized Signatory

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By

President

Attest:

Secretary

If this jacket was created electronically, it constitutes an original document.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

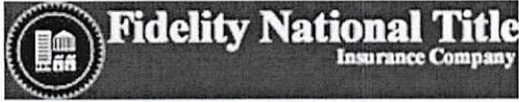
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# ALTA Commitment for Title Insurance

ISSUED BY

**Fidelity National Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: American Abstract & Title Company  
Issuing Office's ALTA® Registry ID:  
Commitment No. 21-06-2813 Abstract No. 69334,69333  
Property Address: , , OK  
Commitment Issued: 6/17/2021  
Revision No.:

Issuing Office: American Abstract & Title Company  
Loan ID No.:  
Issuing Office File No.: 21-06-2813

### SCHEDULE A

1. Commitment Date: **June 7, 2021, at 7:45AM**
2. Policy to be issued:
  - (a)  ALTA® Owner's Policy of Title Insurance  
 ALTA® Homeowner's Policy of Title Insurance  
Proposed Insured:  
Proposed Policy Amount: \$
  - (b)  ALTA® Loan Policy of Title Insurance  
 ALTA® Expanded Coverage Residential Loan Policy  
Proposed Insured: **To Be Determined, It's successors and/or assigns as their interest may appear**  
Proposed Policy Amount: \$
  - (c)  ALTA® Policy  
Proposed Insured: ,  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (*identify estate covered, i.e., fee, leasehold, etc.*)
4. The Title is, at the Commitment Date, vested in: **James W. Owens, James Jeffrey Owens and Nancy Kay Owens, Trustees of The Quadrant Revocable Trust Dated June 9, 2011**

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5. The Land is described as follows:

**Tract 1**

**The South Half of the Northeast Quarter (S/2 NE/4) AND Lots 1 and 2 (aka N2 NE/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

**AND**

**Tract 2**

**The South Half of the Northwest Quarter (S/2 NW/4) AND Lots 3 and 4 (a/k/a N/2 NW/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

**AND**

**Tract 3**

**The Southeast Quarter (SE/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

**AND**

**Tract 4**

**The East 250 feet of the East Half of the Southeast Quarter (E/2 SE/4) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, located and situated North of the Turner Turnpike in Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

**AND**

**Tract 5**

**The West 144 acres of the Southeast Quarter (SE/4) (LESS those portions sold to the Oklahoma Turnpike) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

**AND**

**Tract 6**

**The East Half of the Southwest Quarter (E/2 SW/4) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

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AND

**Tract 7**

**The East Half of the Northeast Quarter (E/2 NE/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

AND

**Tract 8**

**The Northwest Quarter (NW/4 of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

AND

**Tract 9**

**The Southeast Quarter (SE/4) (LESS portion sold to Oklahoma Turnpike) of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

AND

**Tract 10**

**The West Half of the Southwest Quarter (W/2 SW/4) (LESS portion sold to Oklahoma Turnpike) of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

AND

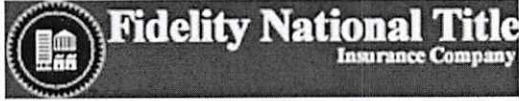
**Tract 11**

**The West Half of the Northeast Quarter (W/2 NE/4) (LESS portion sold to Oklahoma Turnpike) of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.**

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# ALTA Commitment for Title Insurance

ISSUED BY

**Fidelity National Title Insurance Company**

## Schedule BI & BII

Commitment No.: 21-06-2813

### 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 subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the subject property and return the results of the inquiry for review and possible requirements.
5. Determine if this property has a rural water company service and if so, WE REQUIRE that you obtain a letter stating any fees past due and payable pertaining to the subject property, and that they are paid to date. (No information available)
6. A Uniform Commercial Code Search Certificate should be obtained from the office of the County Clerk with respect to the owners of the property, stating that no financing statements for fixtures or personal property have been filed, which statements might constitute a lien on said property.
7. At closing have the records of the U.S. Bankruptcy Court, Northern District of Oklahoma checked against buyer and seller of said property to insure that nothing adverse has been filed.

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8. **REQUIREMENT:** “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 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.””

9. **REQUIREMENT:** An executed, delivered, and duly recorded conveyance from THE QUADRANT REVOCABLE TRUST DATED JUNE 9, 2011, to the contract purchaser is required accompanied by, and in accordance with, an appropriate Memorandum of Trust prepared and recorded in accordance with the dictates of 60 O.S. § 175.6a is required; specifically, naming the Settlor(s) of said Trust and that he/she/they are living individuals at the time of the conveyance. If the Settlor(s) are deceased or if the identified current Trustees are other than or the conveyance of the subject property is to be signed by other than JAMES W. OWENS, JAMES JEFFREY OWENS and NANCY KAY OWENS contact this office for further requirements.

Tracts 1, 2 and 3

10. Appearing of record is the Roll Card for Robert Holloway, Roll No. 4744, but it appears that Robert Holloway was a ‘Freedman’ and NOT a Full-Blood Citizen of the Creek Nation.

**REQUIREMENT:** The Roll Card must be corrected to reflect ‘Freedman’ status; if this assumption is incorrect, contact this office for further requirement.

11. Appearing of record are the following instruments which appear to have been executed by ‘Strangers’ to the surface rights to the chain of title, to wit:

Quit Claim Deed from Kenneth W. Lackey and Jean Lackey to Lackey & Wendel, Inc., dated February 23, 1984, and recorded March 21, 1984, in Book 158, Page 1958, and

Order entered October 27, 1978, In the Matter of the Trust for the Benefit of Alvis Burden Dobbins, et al., Okmulgee County Case No. C-78-358, filed April 9, 1980, recorded in Book 83 Page 523.

**REQUIREMENT:** If these instruments are indeed ‘stray’ instruments, an appropriate Stray Affidavit as to these instruments must be prepared and recorded with the County Clerk pursuant to 16 O.S. § 76. Otherwise, contact this office for further requirements.

12. Appearing of record is that certain Notice of Pendency of Action as to case styled James W. Owens v. Carl J. Lair, et al., Creek County Case No. C-84-672, and recorded September 28, 1989, in Book 254, Page 1273, of the records of the Creek County Clerk, as well as that certain Notice of Pendency of Action as to case styled James W. Owens v. H. Gus Hendrichs, et al., Creek County Case No. C-84-670, and recorded September 28, 1989, in Book 254, Page 674, of the records of the Creek County Clerk. It is assumed that these matters were Dismissed.

**REQUIREMENT:** Obtain and record with the County Clerk the Dismissal of all claims presented by these Proceedings; if not so Dismissed, contact this office for further requirements.

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Tract 4, 5, 6 and 7

13. **REQUIREMENT:** Obtain and record with the County Clerk an appropriate Surveyors Affidavit reciting that the East 250 feet of the E/2 of the SE/4 of § 8-15-7 and the West 144 acres of the SE/4 of § 8-15-7 are contiguous, i.e. that said lands comprise all of the SE/4 of § 8-15-7.
14. The SE/4 of § 8-15-7 was part of the Homestead and Surplus Allotments of Yahola Micco, a full-blood Citizen of the Creek Nation, Roll No. 7806. I find no adequate Determination of the Heirs at Law of Yahola Micco, deceased, nor approved conveyances from the determined Heirs at Law.

**REQUIREMENT:** Complete an adverse possession action in the District Court against the Heirs at Law of Yahola Micco, deceased.

15. **REQUIREMENT:** Obtain satisfactory evidence by Affidavit or otherwise that there are no assessments due Conservancy District No. 19, Creek and Lincoln Counties.
16. Appearing of record are the following instruments which appear to have been executed by ‘Strangers’ to the surface rights to the chain of title, to wit:

Quit Claim Deed from Dulcie Owens, Robyn Owens, Gregory D. Owens and Carol E. Owens to Donald J. Howell and Dolores C. Howell dated August 23, 1995, and recorded August 23, 1995, in Book 341, Page 1355,

Affidavit by Dulcie Ann Owens a/k/a Dulcie A. Owens dated August 23, 1995, and recorded August 28, 1995, in Book 341, Page 1685, and

Mortgage by Donald J. Howell and Dolores C. Howell to Central Oklahoma Bank dated August 23, 1995, and recorded August 23, 1995, in Book 341, Page 1356, of the records of the Creek County Clerk.

**REQUIREMENT:** If these instruments are indeed ‘stray’ instruments, an appropriate Stray Affidavit as to these instruments must be prepared and recorded with the County Clerk pursuant to 16 O.S. § 76. Otherwise, contact this office for further requirements.

Tracts 8, 9, 10 and 11

17. The W/2 of NE/4 of § 9-15-7 was part of the Surplus Allotment of Mary Heneha, a full-blood Citizen of the Creek Nation, Roll No. 9839. I find no adequate Determination of the Heirs at Law of Mary Heneha, deceased, nor approved conveyances from the determined Heirs at Law.

**REQUIREMENT:** Complete an adverse possession action in the District Court against the Heirs at Law of Mary Heneha, deceased.

18. Appearing of record is that certain Quit Claim Deed from Mary Rita Falkner a/k/a Mary R. Falkner a/k/a Mary Richard Falkner to Mary Francis Falkner dated October 10, 1980, and recorded February 23, 1993, in Book 303, Page 246, of the records of the Creek County Clerk, which instrument appears to have been executed by “Strangers” to the surface rights to the chain of title.

**REQUIREMENT:** If this instrument is indeed a ‘stray’ instrument, an appropriate Stray Affidavit as to this instrument must be prepared and recorded with the County Clerk pursuant to 16 O.S. § 76. Otherwise, contact this office for further requirements.

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ALTA Commitment for Title Insurance

ISSUED BY

Fidelity National Title Insurance Company

Schedule BI & BII (Cont.)

Commitment No.: 21-06-2813

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:

STANDARD EXCEPTIONS

- a. Rights or claims of parties in possession not shown by the Public Records.
b. Easements, or claims of easements, not shown by the Public Records.
c. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.
d. 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
e. The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

STANDARD SPECIAL EXCEPTIONS

- 1. Ad valorem taxes for 2021, amount of which is not ascertainable, due or payable.
2. 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.
3. Water rights, claims or title to water, whether or not shown by the Public Records.

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## All Tracts

4. Statutory roadway easement along all Section lines.
5. Note: Due to the U.S. Supreme Court decision in the case *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The Governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of any subsequent policy include any powers, rights and regulations of such Native American tribe.

### Tracts 1, 2 and 3

6. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed April 23, 1930, recorded in Book 376, Page 691.
7. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed July 17, 1942, recorded in Book 491, Page 617.
8. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed June 3, 1935, recorded in Book 432, Page 582.
9. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed ca. 1935, recorded as Instrument No. 21946.
10. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed December 29, 1939, recorded in Book 465, Page 15.
11. Proceedings in favor of Creek County, Creek County Case No. 27050, with Report of Commissioners filed May 26, 1949.
12. Easement to Creek County filed June 25, 1949, recorded in Book 580, Page 561.
13. Easement to Creek County filed June 25, 1949, recorded in Book 580, Page 562.
14. Easement for Public Highway to Creek County filed September 19, 1988, recorded in Book 239, Page 1814.
15. Easement for Public Highway to Creek County filed September 19, 1988, recorded in Book 239, Page 1816.
16. Easement and Right of Way to Phillip D. Boone filed April 26, 2005, recorded in Book 565, Page 452.

### Tracts 4, 5, 6 and 7

17. Right of Way Contract to Empire Natural Gas Co. filed April 30, 1925, recorded in Book 323, Page 605.
18. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed October 9, 1928, recorded in Book 373, Page 217.
19. Reservation of Easement and Water Rights pursuant to Quit Claim Deed from J. T. Watson to H. W. Hicks filed September 13, 1930, recorded in Book 398 Page 62.
20. Warranty Deed to the Oklahoma Turnpike Authority filed June 12, 1951, recorded in Book 625 Page 306.
21. Warranty Deed to the Oklahoma Turnpike Authority filed March 20, 1990, recorded in Book 261, Page 389.
22. Warranty Deed to the Oklahoma Turnpike Authority filed July 6, 1990, recorded in Book 265, Page 617.
23. Grant of Right of Way to The Pure Oil Pipe Line Company filed December 27, 1932, recorded in Book 412, Page 608.
24. Grant of Right of Way to The Pure Oil Pipe Line Company filed ca. 1932, recorded as Instrument No. 10143.
25. Grant of Right of Way to The Pure Oil Pipe Line Company filed December 27, 1932, recorded in Book 412, Page 609.
26. Assignment and Bill of Sale to Kerr-McGee Oil Industries, Inc., filed ca. 1958, recorded as Instrument No. 58 5160.
27. Proceedings in favor of the Oklahoma Turnpike Authority, Creek County Case No. 27963, with Report of Commissioners being filed December 18, 1951, Journal Entry of Judgment being filed February 21, 1952, and as supplemented by Order entered May 25, 1956, in said matter.
28. Right of Way Grant - Pipeline to Tidal Pipe Line Company filed September 26, 1928, recorded in Book 373, Page 157.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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29. Right of Way Contract to Empire Natural Gas Company filed April 30, 1926, recorded in Book 330, Page 404.
30. Right of Way Contract to Cities Service Gas Company filed June 25, 1928, recorded in Book 358, Page 395.
31. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed July 17, 1942, recorded in Book 486, Page 519.
32. Assignment of Right of Way Easements to Kerr-McGee Oil Industries, Inc., filed August 23, 1957, recorded in Book 804 Page 342.
33. Right of Way Contract to Cities Service Gas Company filed May 24, 1928, recorded in Book 368, Page 171.
34. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed August 21, 1928, recorded in Book 368, Page 586.
35. Grant of Right of Way to The Pure Oil Pipe Line Company filed January 17, 1933, recorded in Book 419, Page 77.
36. Assignment of Rights of Way and Easements to Pure Transportation Company filed December 1, 1934, recorded in Book 429, Page 513.
37. Right of Way Agreement to Kerr-McGee Corporation filed May 8, 1987, recorded in Book 220, Page 1137.
38. Assignment and Bill of Sale to Associated Natural Gas, Inc., filed October 18, 1989, recorded in Book 255, Page 222.
39. Affidavit of Equitable Interest to Sprint Communications Company L.P. filed April 2, 1992, recorded in Book 289, Page 561.

Tracts 8, 9, 10 and 11

40. Right of Way to Southwestern Bell Telephone Company filed March 18, 1931, recorded in Book 385, Page 531.
41. Grant of Right of Way to The Pure Oil Pipe Line Company filed December 27, 1932, recorded in Book 412 Page 611.
42. Grant of Right of Way to The Pure Oil Pipe Line Company filed December 27, 1932, recorded in Book 412, Page 612.
43. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed July 22, 1933, recorded in Book 421, Page 140.
44. Right of Way to American Telephone and Telegraph Company of the Indian Territory filed April 4, 1941, recorded in Book 473, Page 621.
45. Grant of Right of Way to The Pure Oil Pipe Line Company filed January 17, 1933, recorded in Book 419, Page 77.
46. Proceedings in favor of Creek County, Creek County Case No. 27048, with Report of Commissioners being fled May 26, 1949.
47. Right of Way Grant – Pipeline to Tidal Pipe Line Co. filed July 17, 1942, recorded in Book 491, Page 619.
48. Assignment of Right of Way Easements to Kerr-McGee Oil Industries, Inc., filed August 23, 1957, recorded in Book 804, Page 342.
49. Assignment and Assumption Agreement to ScissorTail Field Services, LLC, filed July 1, 2003, recorded in Book 506, Page 1935.
50. Right of Way Grant – Pipeline to Tidal Pipe Line Company filed July 17, 1942, recorded in Book 486, Page 520.
51. Assignment and Bill of Sale to Associated Natural Gas, Inc., filed October 18, 1989, recorded in Book 255, Page 222.
52. Proceedings in favor of the Oklahoma Turnpike Authority, Creek County Case No. 27963, with Report of Commissioners being filed December 18, 1951, Journal Entry of Judgment being filed February 21, 1952, and as supplemented by Order entered March 2, 1956, in said matter.
53. Assignment and Bill of Sale to Kerr-McGee Oil Industries, Inc., filed August 13, 1958, recorded in Book 827, Page 464,
54. Warranty Deed to the Oklahoma Turnpike Authority filed July 6, 1990, recorded in Book 265, Page 615.
55. Affidavit of Equitable Interest to Sprint Communications Company L.P. filed April 2, 1992, recorded in Boo 289 Page 561.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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No. 69334

# Abstract of Title

TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN  
COUNTY OF CREEK, STATE OF OKLAHOMA  
TO-WIT:

Tract

\*\*\*\*\*

The South Half of the Northeast Quarter (S/2 NE/4) AND Lots 1 and 2 (aka N/2 NE/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

2

The South Half of the Northwest Quarter (S/2 NW/4) AND Lots 3 and 4 (aka N/2 NW/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

3

The Southeast Quarter (SE/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

\*\*\*\*\*

(NOTE BY ABTRACTOR: This abstract has been prepared on surface rights only.)

COMPILED BY

**AMERICAN ABSTRACT & TITLE COMPANY**

203 E. DEWEY • SAPULPA, OK 74066  
PHONE 918/224-9330  
FAX 918/224-8410



10/5  
1-2013-004635 Bk 0841 Pg 262  
04/09/2013 1:01 pmPg 0262-0263  
Fee: \$ 15.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That James W. Owens and LaFleura D. Owens, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto THE QUADRANT REVOCABLE TRUST DATED June 9, 2011, 2701 NW 59<sup>th</sup>, Oklahoma City, OK 73112, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, to-wit:

S/2 NE/4 and Lots 1 and 2, Section 4, Township 15 North, Range 7 East containing 165.05 acres, more or less; **AND**  
S/2 NW/4 and Lots 3 and 4, Section 4, Township 15 North, Range 7 East containing 164.41 acres, more or less; **AND**  
SE/4 Section 4, Township 15 North, Range 7 East containing 160 acres, more or less; **AND**

West 144 acres of SE/4 Less 10.22 Acres for Turnpike and Less 1.39 for T.P. Section 8, Township 15 North, Range 7 East containing 132.39 acres, more or less; **AND**  
E/2 SW/4 Section 8, Township 15 North, Range 7 East, containing 80 acres, more or less; **AND**  
E/2 NE/4 and SW/4 NE/4 Section 8, Township 15 North, Range 7 East containing 120 acres, more or less; **AND**

NW/4 Section 9, Township 15 North, Range 7 East containing 160 acres, more or less; **AND**  
SE/4 Less T.P. Section 9, Township 15 North, Range 7 East containing 146.38 acres, more or less; **AND**  
W/2 SW/4 Less T.P. Section 9, Township 15 North, Range 7 East containing 70.63 acres, more or less; **AND**  
W/2 NE/4 Less 5 acres to T.P. and Less .04 Acres to T.P. Section 9, Township 15 North, Range 7 East containing 72.94 acres, more or less; **AND**  
NW/4 Less Highway Section 9, Township 18 North, Range 7 East containing 150.16 acres, more or less; **AND**

Lots 1, 5 and 6, Section 17, Township 18 North, Range 7 East Ex Dam Containing 51.24 acres, more or less **AND**

E/2 NE/4 Section 23, Township 16 North, Range 8 East containing 80 acres, more or less; **AND**

an undivided 1/4 interest in NW/4 NE/4 and NE/4 NW/4 and S/2 NW/4 Section 29, Township 16 North, Range 8 East, containing 40 acres, more or less; **AND**

Lot 2, and SE/4 NW/4 and SW/4, Section 30, Township 14 North, Range 8 East, containing 240 acres, more or less;

FAMILY TRANSFER; NO DOCUMENTARY STAMPS  
REQUIRED: 68 O.S. §3202(V)

together with all and singular the hereditaments and appurtenances thereunto belonging.

000226

TO HAVE AND TO HOLD said described premises unto the said party of the second part heirs and assigns forever.

Signed and delivered this <sup>9th</sup> 7 th day of  November , 2012.

James W. Owens  
James W. Owens

LaFleura D. Owens  
LaFleura D. Owens

STATE OF OKLAHOMA, )  
                                )ss.      ACKNOWLEDGMENT  
COUNTY OF  Oklahoma

Before me, a Notary Public in and for said County and State, on this  7 th day of  Nov , 2012, personally appeared James W. Owens and LaFleura D. Owens, 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.  
My Commission Expires:  11-2-13

Renée M. K...  
Notary Public/Commissioner No.  09009090

(SEAL)



I-2013-004635 Bk 0841 Pg 263  
04/09/2013 1:01 pm Pg 0262-0263  
Fee: \$ 15.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



2/15/13

QUIT CLAIM DEED

I-2013-004636 Bk 0841 Pg 264  
04/09/2013 1:03 pm Pg 0264-0283  
Fee \$ 220.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

**T**hat James W. Owens and LaFleura D. Owens, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto THE QUADRANT REVOCABLE TRUST DATED June 9, 2011, 2701 NW 59<sup>th</sup>, Oklahoma City, OK 73112, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, described in Exhibit "A", hereto attached and incorporated therein.

[The parties to this deed acknowledge that the Grantors only own those portions and the interest therein of the above described lands of which they, or either of them, is now the record owner. This deed does not convey and does not purport to convey any interest in the above described lands except that of which the Grantors, or either of them, is the owner of record on the date of this deed.]

FAMILY TRANSFER; NO DOCUMENTARY STAMPS  
REQUIRED: 68 O.S. §3202(IV)

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part heirs and assigns forever.

Signed and delivered this 30th day of January, 2013.

\_\_\_\_\_  
James W. Owens

\_\_\_\_\_  
LaFleura D. Owens

STATE OF OKLAHOMA, )  
                                  )ss.     ACKNOWLEDGMENT  
COUNTY OF CREEK.     )

Before me, a Notary Public in and for said County and State, on this 30th day of January, 2013, personally appeared James W. Owens and LaFleura D. Owens, 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.

My Commission Expires:



\_\_\_\_\_  
Notary Public/Commission No. 09003862



All of the described lands in pages 1 through 18 hereto attached  
comprise EXHIBIT "A" and they are located in Creek County, Oklahoma

I-2013-004636 Bk 0841 Pg 265  
04/09/2013 1:03 pmPg 0264-0283  
Fee: \$ 220.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



EXHIBIT "A"

000229

5

Robert Holloway Okla Creek  
 171 120 120 4/30/50 1,405.06 4-15N-7E  
 SE SE 4-15N-7E 400  
 Inv. 8/8 SI N/2 SE.  
 SW SE 4-15N-7E;  
 3/4 SI in SE SE;  
 95 acs MI in N/2 SE,  
 SW SE, 3/4 MI SE SE of  
 4-15N-7E;  
 O.Owens VI 95/120 MI  
 1/2 SE, SW SE, 3/4 MI  
 SE SE 4-15N-7E;  
 All 160 acs SI in  
 SE/4 4-15N-7E  
 Conveyances in file  
 Taxes paid thru 1989

Handwritten notes:  
 N/2 SE  
 SE SE  
 15N-7E  
 11/21/16



1-2013-004636 Bk 0841 Pg 267  
 04/09/2013 1:03 pm Pg 0264-0283  
 Fee: \$ 220.00 Doc: \$ 0.00  
 Jennifer Mortazavi - Creek County Clerk  
 State of Oklahoma

Account No	Owner	County	Acres	Area	Value	Notes
CK1507A	Emma Dorsey	CREEK	40	1/2 of 1/2 (.25) MI 8/8 SI	160	RE 4-15N-7E Conveyance in file Inv/Owens All SI, 1/2 MI Taxes paid thru 1989 Paid on S/2 NE, Lots 1 & 2 4-15N-7E (165.07-A)
CK1507B	Maxy Jones	CREEK	40	1/2 of 1/4 (.125) MI 1/4 (.25) SI	160	SW 4-15N-7E Conveyances in file Inv/Owens 1/4 MI/SI Tax paid thru 1989 on 1/4 of SW 4-15N-7E
CK1507C	Thos. Jones	CREEK	80	1/2 of 8/8 (.5) MI 8/8 SI	160	NW 4-15N-7E Conveyances in file Inv/Owens 8/8 SI/MI Taxes paid thru 1989 on S/2 NW & Lots 3 & 4 of 4-15N-7E
CK1507D	Legus Jones	CREEK	160	None	160	RE 5-15N-7E NO conveyances in file NO Inv/Owens interests
CK1507E	Salina Jones	CREEK	160	1/2 of 8/8 (.5) MI 8/8 SI	160	SE 5-15N-7E No conveyance in file Inv./Owens 8/8 SI/MI
			80	Taxes paid thru 1989 on SE 5-15N-7E	160	
			4,032.49			

8/5

**MEMORANDUM OF THE QUADRANT  
REVOCABLE TRUST DATED JUNE 9, 2011**

This memorandum of THE QUADRANT REVOCABLE TRUST Dated June 9, 2011, is made pursuant to the provisions of §175.6a of Title 60, Oklahoma Statutes. The undersigned, JAMES W. OWENS, as the Trustee of said Trust and it was created June 9, 2011.

Executed this 15<sup>m</sup> day of January, 2013.

  
\_\_\_\_\_  
JAMES W. OWENS

STATE OF OKLAHOMA. )  
                                  )ss.  
COUNTY OF CREEK.   )

I-2013-000971 Bk 0828 Pg 559  
01/22/2013 12:47 pm Pg 0559-0559  
Fee: \$ 13.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



Before me, A Notary Public in and for said County and State, on this 15<sup>th</sup> day of January, 2013, personally appeared JAMES W. OWENS, as Trustee of THE QUADRANT REVOCABLE TRUST dated June 9, 2011, to me known to be the identical person who executed the within and forgoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such trustee, for the uses and purposes therein set forth.

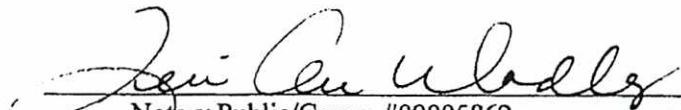
In witness whereof I have hereunto set my hand and official seal the day and year last above.

My Commission Expires:

July 16, 2013

(SEAL)



  
\_\_\_\_\_  
Notary Public/Comm #09005862

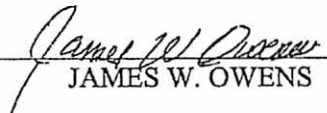


Jennifer Morlazavi  
Creek County Clerk  
State of Oklahoma

**MEMORANDUM OF THE QUADRANT  
REVOCABLE TRUST DATED JUNE 9, 2011**

This memorandum of THE QUADRANT REVOCABLE TRUST Dated June 9, 2011, is made pursuant to the provisions of §175.6a of Title 60, Oklahoma Statutes. The undersigned, JAMES W. OWENS, JAMES JEFFREY OWENS and NANCY KAY OWENS, are Co- Trustees of said Trust, any one of whom may act independently of the other, and it was created June 9, 2011.

Executed this 2 day of July, 2019.

  
\_\_\_\_\_   
JAMES W. OWENS

  
\_\_\_\_\_   
NANCY KAY OWENS

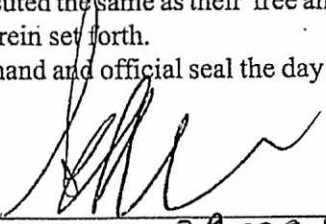
  
\_\_\_\_\_   
JAMES JEFFREY OWENS

STATE OF OKLAHOMA. )  
 )ss.  
COUNTY OF Creek )

Before me, A Notary Public in and for said County and State, on this 2<sup>th</sup> day of July, 2019, personally appeared JAMES W. OWENS, JAMES JEFFREY OWENS and NANCY KAY OWENS, as Co-Trustees of THE QUADRANT REVOCABLE TRUST dated June 9, 2011, to me known to be the identical persons who executed the within and forgoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as such trustee, 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



  
\_\_\_\_\_   
Notary Public/Comm # 09000841

AMENDMENT TO THE QUADRANT REVOCABLE TRUST DATED JUNE 9, 2011

Pursuant to the provisions of Article VI of The Quadrant Revocable Trust dated June 9, 2011, I, James W Owens, Trustee, hereby amend said Trust as follows:

ARTICLE IV

James W. Owens (James), James Jeffrey Owens (Jeffrey) and Nancy Kay Owens (Nancy) shall be and are Co-Trustees of The Quadrant Revocable Trust dated June 9, 2011, effective immediately, any one of whom may act independently of the other.

In the event James ceases to serve as a Co-Trustee for any reason whatever, I nominate and appoint Jeffrey and Nancy to serve as Co-Successor Trustees. If, for any reach whatever, Jeffrey or Nancy should cease to serve as a Co-Trustee, I nominate and appoint the other one of them to act as Sole Successor Trustee.

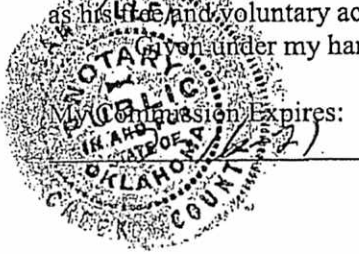
Any provision of the original Declaration of Trust dated June 9, 2011, which may be contrary to or inconsistent with the foregoing amendment of said Trust is revoked; and in all other respects the said Declaration of Trust dated June 9, 2011, is hereby ratified and confirmed.

EXECUTED this 2 day of July, 2019.

James W Owens
James W. Owens

STATE OF OKLAHOMA, )
COUNTY OF Creek )ss.

BEFORE ME, a notary public in and for said County and State, on this 2 day of July, 2019, personally appeared James W. Owens, 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.



Notary/Comm # 07005811



ROLL CARD

COMPILATION OF THE RECORDS IN THE OFFICE  
OF THE COMMISSION TO THE FIVE CIVILIZED  
TRIBES SHOWING STATUS OF LAND AUGUST 1, 1908

CREEK COUNTY

ALLOTTEE:	ROBERT HOLLOWAY
ROLL NO:	4744
P.O. :	BOLOY
AGE:	8
SEX:	M
BLOOD:	FULL
ENROLLED:	NOVEMBER 27, 1899

DESCRIPTION

W/2 SE/4 & NE/4 SE/4	120 ACRES	SURPLUS
SE/4 SE/4	40 ACRES	HOMESTEAD
SECTION 4	TOWNSHIP 15 NORTH	RANGE 7 EAST

466

# ALLOTMENT DEED RECORD

ALLOTMENT DEED NO. **Creek Freedman** ROLL NO. **4744**, DATE OF CERTIFICATE  
THE MUSKOGEE (CREEK) NATION,  
INDIAN TERRITORY.

To All to Whom These Presents Shall Come, Greeting:  
WHEREAS, By the Act of Congress approved March 1, 1901 (31 Stat. 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) Tribe of Indians, in Indian Territory, except as therein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

WHEREAS, It was provided by said Act of Congress that each citizen shall select, or have selected for him, from his allotment forty acres of land as a homestead for which he shall have a separate deed; and

WHEREAS, the said Commission to the Five Civilized Tribes, or its lawful successor, has certified that the land hereinafter described has been selected by or on behalf of **Robert Holloway**, a citizen of said tribe, as an allotment, exclusive of a forty-acre homestead, as aforesaid.

NOW, THEREFORE, I, the undersigned, the Principal Chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid Act of the Congress of the United States, have granted and conveyed, and by these presents do grant and convey unto the said **Robert Holloway**, all right, title and interest of the Muskogee (Creek) Nation and of all other citizens of said Nation in and to the following described land, viz:

**1/4 of SE 1/4 & NE 1/4 of SE 1/4 of Section 4, Township 15 North, Range 7 East.**

of the Indian Base and Meridian, in Indian Territory, containing **120** acres, more or less, as the case may be, according to the United States survey thereof, subject however, to all provisions of said Act of Congress relating to appraisalment and valuation, and to the provisions of the Act of Congress approved June 30, 1902 (Public No. 200).

IN WITNESS WHEREOF, I, the Principal Chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the Great Seal of said Nation to be affixed this **24** day of **DEC**, A. D. 1902

(SEAL)  
Department of the Interior, Approved **Feb. 18**, 1903  
P. PORTER, Principal Chief of the Muskogee (Creek) Nation.  
**ETHAN A. HITCHCOCK**  
~~ARTHUR B. BROWN~~ Secretary.  
By **OLIVER A. PHELPS**, Clerk.

Filed for record on the **25** day of **Feb**, 1903 at **3** o'clock P. M., and recorded in Book **8**, Page **19**

# HOMESTEAD RECORD

HOMESTEAD DEED NO. **Creek Freedman** ROLL NO. **4744** DATE OF CERTIFICATE  
THE MUSKOGEE (CREEK) NATION,  
INDIAN TERRITORY.

To All to Whom These Presents Shall Come, Greeting:  
WHEREAS, By the Act of Congress approved March 1, 1901 (31 Stat. 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) Tribe of Indians, in Indian Territory, except as therein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

WHEREAS, It was provided by said Act of Congress that each citizen shall select, or have selected for him, from his allotment, forty acres of land as a homestead for which he shall have a separate deed; and

WHEREAS, The said Commission to the Five Civilized Tribes, or its lawful successor, has certified that the land hereinafter described has been selected by or on behalf of **Robert Holloway**, a citizen of said tribe, as a homestead.

NOW, THEREFORE, I, the undersigned, the Principal Chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid Act of the Congress of the United States, have granted and conveyed, and by these presents do grant and convey unto the said **Robert Holloway**, all right, title and interest of the Muskogee (Creek) Nation and of all other citizens of said Nation in and to the following described land, viz:  
**SE 1/4 of SE 1/4 of Section 4, Township 15 North, Range 7 East.**

of the Indian Base and Meridian, in Indian Territory, containing **40** acres, more or less as the case may be, according to the United States survey thereof, subject however, to the conditions provided by said Act of Congress and which conditions are that said land shall be non-taxable and inalienable and free from any incumbrance whatsoever for twenty-one years; and subject, also, to the provisions of said Act of Congress relating to the use, devise and descent of said land after the death of the said **Robert Holloway**,

and subject, also, to all provisions of said Act of Congress relating to appraisalment and valuation and to the provisions of the Act of Congress approved June 30, 1902 (Public No. 200).

IN WITNESS WHEREOF, I, the Principal Chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the Great Seal of said Nation to be affixed this **24** day of **DEC**, A. D. 1902

(SEAL)  
Department of the Interior, Approved **Feb. 18**, 1903  
P. PORTER, Principal Chief of the Muskogee (Creek) Nation.  
**ETHAN A. HITCHCOCK**  
~~ARTHUR B. BROWN~~ Secretary.  
By **OLIVER A. PHELPS**, Clerk.

Filed for record on the **25** day of **Feb**, 1903 at **2** o'clock P. M., and recorded in Book **H**, Page **19**

84 6214

QUIT CLAIM DEED

(INDIVIDUAL)

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON  
MAR 21 1984

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth W. Lackey and Jean Lackey, husband and wife

Book 158 Page 1958  
ROMA LEE BRANHAM, County Clerk  
Deputy

parties of the first part,  
In consideration of the sum of ----- TEN AND MORE ----- dollars,  
and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby quit-  
claim, grant, bargain, sell and convey unto Lackey & Wendel, Inc.

P. O. Box 6, Eufaula, Okla. 74432

part y of the second part, all their right, title, interest, estate, and every claim and demand, both at  
law and in equity, in and to all the following described real property and premises situate in  
CREEK County, State of Oklahoma, to-wit:

S $\frac{1}{2}$  NW $\frac{1}{4}$  and NE $\frac{1}{4}$  NW $\frac{1}{4}$  and S $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 24, Township 15 North, Range 7 East  
-and-  
W $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 24, Township 15 North, Range 7 East  
-and-  
N $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 35, Township 15 North, Range 7 East  
-and-  
W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 18, Township 16 North, Range 8 East  
-and-  
S $\frac{1}{2}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$  and N $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  and S $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  and N $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 24, Township  
16 North, Range 7 East  
-and-  
NE $\frac{1}{4}$  of Section 4, Township 15 North, Range 7 East

together with all the improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said part y of the second part, its  
heirs and assigns forever.

Signed and delivered this 23rd day of February, 1984

*Kenneth W. Lackey*  
Kenneth W. Lackey  
*Jean Lackey*  
Jean Lackey

STATE OF OKLAHOMA  
COUNTY OF MCINTOSH

88:

INDIVIDUAL ACKNOWLEDGMENT  
Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State on this 23rd day of  
February, 1984, personally appeared, Kenneth W. Lackey and Jean Lackey

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.

My commission expires 06-11-85

*Janet Davis*  
Notary Public

1958

000194



Book 83  
- 783

80 4478

IN THE DISTRICT COURT IN AND FOR OKMULGEE COUNTY,  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKMULGEE COUNTY, OKLA.

IN THE MATTER OF THE TRUST FOR THE )  
BENEFIT OF ALVIS BUREN DOBBINS, )  
DON C. BREESE, GWENDOLYN DOBBINS )  
BREESE, PRUDENCE DOBBINS HULL, )  
ALBERT HULL, DALLAS H. DOBBINS, )  
MARION DOBBINS AND NADINE DOBBINS )  
WALKER, )  
STATE OF OKLAHOMA )  
COUNTY OF CREEK )  
Applicants. )

OCT 17 1978

Lucille Hamlin Freeman, Court Clerk  
By *[Signature]* Deputy

No. C-78-358

THIS INSTRUMENT WAS FILED IN  
MY OFFICE FOR RECORD ON

APR 9 1980

2 o'clock P.M. and duly recorded in  
Book 83 Page 523-26  
W. R. CHILDERS, County Clerk  
By *[Signature]* Deputy

ORDER

on this 27th day of October, 1978, the above styled and  
numbered matter comes on for hearing before this Court with the applicant,  
Nadine Dobbins Walker, appearing by and through her attorneys, Green,  
Feldman, Hall & Woodard, by Maury Efros. After reviewing the filings  
herein and all evidence and testimony, the Court finds:

1. That the applicant, Nadine Dobbins Walker, is a grantor and beneficiary of the above styled trust created June 5, 1948;
2. That under the terms of said trust Prudence Dobbins Hull was the recipient as trustee of certain property conveyed in trust, including certain real property, including oil and gas rights and other mineral interests in Okmulgee, Creek, McIntosh and Okfuskee Counties, State of Oklahoma, which property is still held in the name of the said trust;
3. That Don C. Breese, Gwendolyn Dobbins Breese, Prudence Dobbins Hull, Albert Hull, Dallas H. Dobbins, Marion Dobbins, Nadine Dobbins Walker and Alvis Buren Dobbins were all grantors and beneficiaries of said trust;
4. That all said grantors and beneficiaries save and except the applicant, Nadine Dobbins Walker, are now deceased; that Prudence Dobbins Hull, the trustee of said trust is now deceased and no successor trustee has been appointed;

Return to:

Smith & Smith  
Attorneys at Law  
111 North 6th  
Henryetta, OK. 74437

523

89 11462

IN THE DISTRICT COURT OF CREEK COUNTY, STATE OF OKLAHOMA  
SAPULPA DIVISION

JAMES W. OWENS, )  
Plaintiff, )  
vs. )  
CARL J. LAIR and )  
BARBARA J. LAIR, )  
Defendants. )

No. C-84-672

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON  
11:55 SEP 28 1989  
Book 254 Page 113  
BETTY REHEZ, County Clerk  
By *[Signature]* Deputy



NOTICE OF PENDENCY OF ACTION

All persons will take notice that the above styled case was filed in the office of the Court Clerk of Creek County, Oklahoma, on the 6th day of September, 1989, and is now pending; and a legal description of the land that may be affected by said action is the following described real property in Creek County, Oklahoma, to-wit:

Northeast Quarter (NE/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East,

AND

A tract of land beginning at the Southeast Corner of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Seven (7) East, Thence North 710 feet, Thence West 605 feet, Thence South 720 feet, Thence East 605 feet to the point of beginning.

DATED this 14th day of September, 1989.

LOEFFLER, ARLEN & HAN

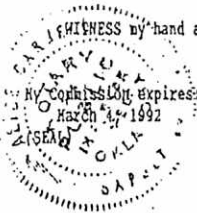
By *[Signature]*  
Sam T. Allen, III (OBA No. 231)  
P.O.Box 230, Sapulpa, OK 74067  
Attorneys for Plaintiff

STATE OF OKLAHOMA, )  
                                  ) ss.  
COUNTY OF CREEK. )

BEFORE ME, a Notary Public in and for said County and State, on this 14th day of September, 1989, personally appeared SAM T. ALLEN, III, to me known to be the identical person who executed the within and foregoing Notice as attorney of record for Plaintiff, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

*[Signature]*  
Notary Public



89 11463

IN THE DISTRICT COURT OF CREEK COUNTY, STATE OF OKLAHOMA  
SAPULPA DIVISION

JAMES W. OWENS, )  
Plaintiff, )  
vs. )  
H. GUS HENRICHS and )  
VIOLET C. HENRICHS, )  
Defendants. )

No. C-84-670

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

11 55 SEP 28 1989  
Book 154 Page 677  
BETTY RENEZ, County Clerk  
By [Signature] Deputy

NOTICE OF PENDENCY OF ACTION

All persons will take notice that the above styled case was filed in the office of the Court Clerk of Creek County, Oklahoma, on the 6th day of September, 1989, and is now pending; and a legal description of the land that may be affected by said action is the following described real property in Creek County, Oklahoma, to-wit:

Northeast Quarter (NE/4) of Section Four (4), Township Fifteen (15) North, Range Seven (7) East,

AND

Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Seven (7) East, LESS and EXCEPT a tract of land beginning at the Southeast Corner of the said Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of said Section 33, Thence North 710 feet, Thence West 605 feet, Thence South 710 feet, Thence East 605 feet to the point of beginning.

DATED this 14th day of September, 1989.

LOEFFLER ALLEN & HAM

By [Signature]  
Sam T. Allen, III (OBA No. 231)  
P.O. Box 230, Sapulpa, OK 74067  
Attorneys for Plaintiff



STATE OF OKLAHOMA, )  
COUNTY OF CREEK. ) ss.

BEFORE ME, a Notary Public in and for said County and State, on this 14th day of September, 1989, personally appeared SAM T. ALLEN, III, to me known to be the identical person who executed the within and foregoing Notice as attorney of record for Plaintiff, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



[Signature]  
Notary Public

Mr. Good  
23161

51051

RIGHT OF WAY GRANT---PIPELINE

FOR AND IN CONSIDERATION OF ONE HUNDRED SIXTY EIGHT & NO/100 DOLLARS (\$168.00), to the undersigned in hand paid, the receipt of which is hereby acknowledged; I, or we do hereby grant to TIDAL PIPE LINE COMPANY a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Four (4) and an undivided 2/5 interest in and to the East half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Sixteen (16) all in Township Fifteen North (T 15 N), Range Seven East I ( R 7 E), in Creek County, Oklahoma,

And for the same consideration the grantor hereby releases the grantee from all claims for damages arising out of the construction of a 4" pipe line and the erection of a telephone line over, across, and upon the above described property.

with ingress and egress to and from the same. The grantor, his heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said TIDAL PIPE LINE COMPANY, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS my hand this 16th day of April, A. D., 1930.

O. O. OWENS

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT

STATE OF OKLA. SS  
COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of April, 1930, personally appeared O. O. OWENS and \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Nov 15, 1933 (Notary Seal) R. B. HANSEN, Notary Public  
Tulsa Co.

STATE OF OKLAHOMA  
COUNTY OF CREEK

This instrument was filed in my office for record on Apr 23, 1930, 8 o'clock A. M. and duly recorded in Book 376 of Page 691.

(SEAL) ERMA MORRIS, County Clerk  
By Gertrude Davis, Deputy

COMPALED  
Robert Byrnes

-59652-

RIGHT OF WAY GRANT--PIPELINE

FOR AND IN CONSIDERATION OF EIGHTY & NO/100 DOLLARS (\$80.00), to the undersigned in hand paid the receipt of which is hereby acknowledged, I or we do hereby grant to TIDAL PIPE LINE COMPANY, a corporation, organized under the laws of the State of OKLAHOMA, and duly authorized to transact business in the State of OKLAHOMA, its successors or assigns, the right to lay, maintain, operate and remove a pipe line for the transportation of oil, gas or water, and erect, maintain, operate and remove a telegraph line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Four (4),  
Township Fifteen (15) North, Range Seven (7) East,  
In Creek County, Oklahoma

except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, and shall pay therefor a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said TIDAL PIPE LINE COMPANY, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.  
WITNESS my hand this 11th day of July A.D., 1942.

Job 4121

C. E. Owens

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day of July, 1942, personally appeared C. E. OWENS 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 notarial seal the day and year first above written.

My commission expires January 16, 1946

(SEAL)

Wm. G. Tobler  
Notary Public.

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on JUL 17 1942 2:30 o'clock P.M. and duly recorded in Book 491, Page 617.

By Leota Wetzal Deputy

(SEAL)

W. B. KEY COUNTY CLERK.

COMPARED  
by [Signature]

STATE OF OKLAHOMA  
COUNTY OF CREEK

This instrument was filed in my office for record on JUN-3 1935 1 o'clock P. M., and duly recorded in Book 432 Page 581.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By Lillie Wayne, Deputy

21947

RIGHT OF WAY GRANT--Pipeline

FOR AND IN CONSIDERATION OF Forty and no/100 DOLLARS (\$40.00), to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company, a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

Southeast Quarter (SE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ )

of Section 28, Township 15 North, Range 7 East in Creek County, State of Oklahoma with ingress and egress to and from the same. The grantor, her heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, her heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, ~~to be~~, in making such change to be paid the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Company, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS ---hand this 3rd day of April A. D., 1935.

Elizabeth Watson

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT

STATE OF Okla )  
                  ) SS.  
COUNTY OF Creek )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3 day of May, 1935, personally appeared Elizabeth Watson 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.

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

Joe H. Britten  
Notary Public

My commission expires 12-25 1938

(NOTARY SEAL)  
State of Oklahoma  
Bristow

STATE OF OKLAHOMA  
COUNTY OF CREEK

This instrument was filed in my office for record on JUN 3 1935 1 o'clock P. M., and duly recorded in Book 432 Page 582.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By Lillie Wayne, Deputy

RECORDED

21946

## RIGHT OF WAY GRANT--Pipeline

FOR AND IN CONSIDERATION OF Thirty and no/100 DOLLARS (\$30.00), to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

Southeast Quarter (SE $\frac{1}{4}$ ) of Southeast  
Quarter (SE $\frac{1}{4}$ )

of Section 4, Township 15 North, Range 7 East in Creek County, State of Oklahoma with ingress and egress to and from the same. The grantor, his heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Company, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the Grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS my hand this 4th day of May, A. D., 1935.

C. T. Huddleston

## OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT

STATE OF Oklahoma )  
 ) SS.  
COUNTY OF Pontotoc )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 1935, personally appeared C. T. Huddleston and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Jan 14th 1936

(NOTARY SEAL)  
State of Oklahoma, Ada

Date Crawford  
Notary Public

## RIGHT OF WAY GRANT-PIPELINE

FOR AND IN CONSIDERATION OF FORTY AND 50/100 DOLLARS (\$40.50), to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company, a corporation, organized under the laws of the State of Oklahoma, and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right to lay, maintain, operate and remove a pipe line for the transportation of oil, gas or water; and erect, maintain, operate and remove a telegraph line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

The Northeast quarter (NE $\frac{1}{4}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) of Section 4, Township 15, Range 7 East.

A four inch pipe line previously installed along the east side of

of Section 4, Township 15, Range 7, in Creek County, State of Oklahoma with ingress and egress to and from the same. The grantors, their heirs and assigns, may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantors, their heirs or assigns, one by the said grantor, its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, and shall pay therefor a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Co., its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS our hands this 6th day of December, A. D. 1939.

Dave J. Turner Jr.  
C. T. Huddleston  
J. C. Wright  
Chlora E. Rossiter  
John R. Rossiter

## OKLAHOMA KANSAS FORM ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF IROQUOIS )SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 22d day of December, 1939, personally appeared Dave J. Turner, Jr. 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 notarial seal the day and year first above written.

My commission expires Mar 4 1942

(Notary SEAL)

Jessie B. West  
Notary Public

STATE OF OKLAHOMA, )  
COUNTY OF OKMULGEE )SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of December, 1939, personally appeared CHLORA E. ROSSITER and JOHN R. ROSSITER, personally known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires August 2, 1942

(Notary SEAL)

P.H. Stine  
Notary Public

STATE OF OKLAHOMA, )  
COUNTY OF OKFUSKEE )SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of December, 1939, personally appeared C. T. HUDDLESTON and J. C. WRIGHT, personally known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires Nov. 15, 1943

(Notary SEAL)

Leota Wright  
Notary Public

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on DEC-29-1939 8 o'clock A.M. and duly recorded in Book 465 Page 15.

W. B. KEY  
County Clerk  
By Leota Wetzell

*Chlora E. Rossiter*  
COPIED

000120





*Wm J. C. Schiller*

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: 106288

THAT ~~the grantor~~ *Earl Schiller* a single person and  
husband and wife of *Creek* County, State of Oklahoma, for and in consideration of the sum  
of *One and no/100* DOLLARS (\$ *1.00*)  
and other good and valuable consideration, paid by Creek County, State of Oklahoma, the receipt of which is  
hereby acknowledged ha..... this day granted, bargained, sold and conveyed unto the said Creek County, State  
of Oklahoma, a perpetual easement across, including all damages and building and fences, over and under the  
following described lots or parcels of land, lying and being situated in Creek County, Oklahoma, to-wit:

A piece or parcel of land lying in the NE 1/4 Sec. 4  
T15N-R7E Creek county Okla. described as follows:  
The West 15.75-ft. of the East 40.0-ft. of the NE 1/4  
of said Sec. 4. Containing 0.478 Acres more or less.

Said grantor.... hereby covenant.... and warrant.... that at the time of the delivery of these presents.....  
*that* the owner.... of the before described premises in fee  
simple; that the same are free and clear of all liens and claims whatsoever and that *he* will so  
long as this easement is in full force and effect defend the same unto said Creek County, State of Oklahoma  
against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the said Creek County, State of Oklahoma,  
its officers, agents, contractors and employees to go upon, construct, build, and at all times maintain a public  
road through, along and over the property herein described and enable the said Creek County, State of Okla-  
homa, its officers, agents, contractors and employees to always keep said road open for the use of the public.

If for any reason the said Creek County, State of Oklahoma, its officers, agents, and employees should  
abandon the above described tract of land for road purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantor... herein named ha... hereunto set... *his* hand and  
seal this *25th* day of *June*, 194*9*  
STATE OF OKLAHOMA  
COUNTY OF CREEK  
*Earl Schiller*  
his instrument was filed in my office for record on

JUN 25 1949  
State of *Oklahoma*  
County of *Creek*  
By *W. B. Key* County Clerk  
Deputy

Before me, the undersigned Notary Public in and for the State and County aforesaid on this *25th*  
day of *June*, 194*9*, personally appeared *Earl Schiller* and

*his* husband and wife to me known to be the identical  
persons who executed the within and foregoing instrument and each for themselves acknowledged to me  
that *he* executed the same as *his* free and voluntary act and deed for the uses and purposes  
herein set forth.

Witness my hand and seal the day and year last above written.  
*W. B. Key*  
Notary Public.

My commission expires *22* day of *July*, 19*51*

562

# EASEMENT

KNOW ALL MEN BY THESE PRESENTS: 106289

THAT Frank Bollinger, a single person and husband and wife, of Creek County, State of Oklahoma, for and in consideration of the sum of One and no/100 DOLLARS (\$1.00) and other good and valuable consideration, paid by Creek County, State of Oklahoma, the receipt of which is hereby acknowledged ha..... this day granted, bargained, sold and conveyed unto the said Creek County, State of Oklahoma, a perpetual easement across, including all damages and building and fences, over and under the following described lots or parcels of land, lying and being situated in Creek County, Oklahoma, to-wit:

A piece or parcel of land lying in the SE1/4 Sec 4 T15N-R7E. Creek county Okla. described as follows: The West 16.75 ft. of the East 40.0 ft. of the SE1/4 of said Sec 4. Containing 0.478 Acres more or less.

Said grantor.... hereby covenant.... and warrant.... that at the time of the delivery of these presents..... that the owner.... of the before described premises in fee simple; that the same are free and clear of all liens and claims whatsoever and that he will so long as this easement is in full force and effect defend the same unto said Creek County, State of Oklahoma against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the said Creek County, State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build, and at all times maintain a public road through, along and over the property herein described and enable the said Creek County, State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

If for any reason the said Creek County, State of Oklahoma, its officers, agents, and employees should abandon the above described tract of land for road purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantor... herein named ha.s.... hereunto set..... his.... hand and seal this 25th day of June, 1949, at the City of Muskogee, State of Oklahoma.

STATE OF OKLAHOMA  
COUNTY OF CREEK  
JUN 25 1949  
B. KEY, County Clerk  
Deputy

Frank Bollinger

Before me, the undersigned Notary Public in and for the State and County aforesaid on this 25th day of June, 1949, personally appeared Frank Bollinger and his wife to me known to be the identical persons who executed the within and foregoing instrument and each for themselves acknowledged to me that they executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

NOTARY PUBLIC  
STATE OF OKLAHOMA  
MUSKOGEE

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

My commission expires 22 day of July, 1951

562

EASEMENT  
For Public Highway

06482(04) Part 1  
STATE OF OKLAHOMA Parcel No. 1  
COUNTY OF CREEK SB 3/7/88

KNOW ALL MEN BY THESE PRESENTS:

88 11117

THIS INSTRUMENT WAS FILED

FOR RECORD ON

11:50 SEP 19 1988

at 10:00 o'clock A.M. and duly recorded in

Book 299 Page 1014-15

ROMA LEE BRANHAM, County Clerk

[Signature], Deputy

That JAMES W. OWENS

of Creek County, State of Oklahoma, hereinafter called the Grantors

(whether one or more), for and in consideration of the sum of Donated agreement

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of Creek 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 SE 1/4 of Section 4, T15N, R7E in Creek County, Oklahoma, said parcel of land being more particularly described as follows:

Commencing at the Southeast Corner (SE Cor.) of Said Section 4 thence North 00°38'45" West along the East line of Section 4 a distance of 40.45 feet; Thence South 89°21'14" West a distance of 40.00 feet to the Point of Beginning; Thence North 06°25'43" West a distance of 374.90 feet; Thence North 00°33'26" West a distance of 903.33 feet; thence North 00°57'44" East a distance of 1299.99 feet; thence South 00°38'45" East a distance of 2575.70 feet to the Point of Beginning;

Containing 1.4774 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 County of Creek 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 of 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 County of Creek, 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 15th day of July, 19 88.

State of Oklahoma )  
County of Creek )

[Signature]

Acknowledged before me this 15th

R/W Form 8 day of July 1988

County  
Rev. 3-30-79

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

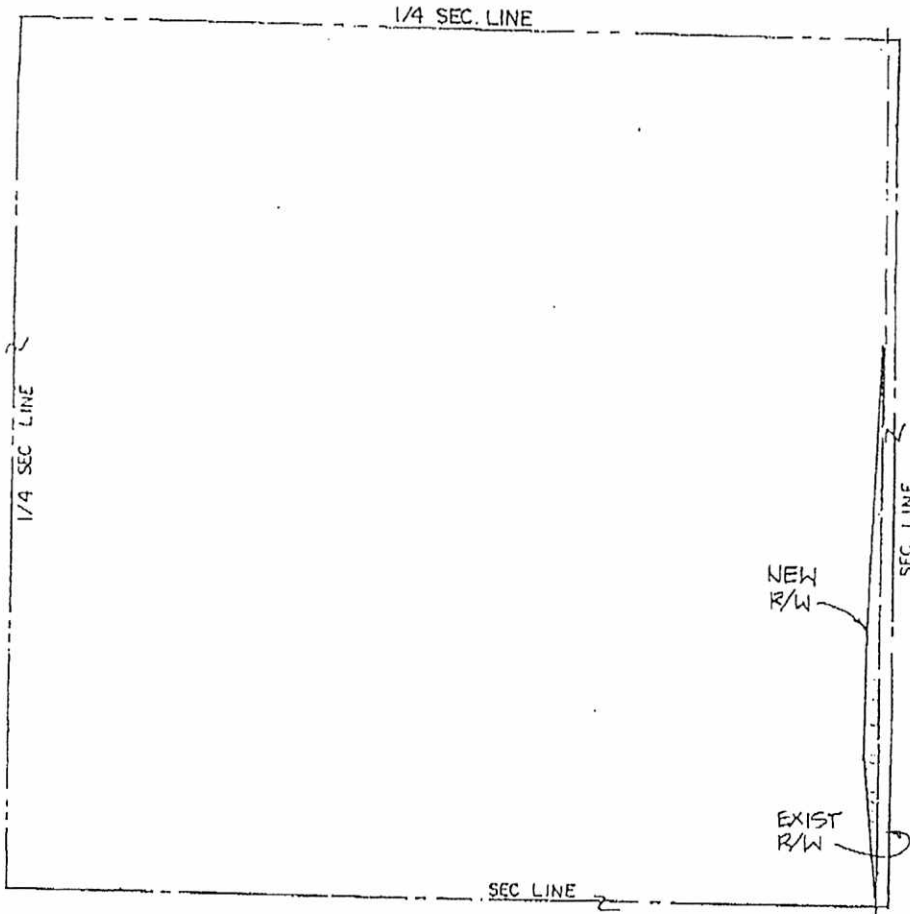


1814

Notary Public Sherry Steadley

LEGAL DESCRIPTION SE 1/4

SEC 4 T 15N R 7E



SCALE 1" = 400'

BEFORE GROSS  
EXISTING R/W  
PERMANENT R/W  
R/W IN QTR  
PERPETUAL EASEMENT  
TEMPORARY R/W

ACRES  
ACRES  
ACRES  
ACRES  
ACRES  
ACRES

JOB 06482(04) Part 1 PIECE  
PARCEL NO. 1  
COUNTY CREEK

APPRAISAL FORM 104 (REV. 7/80)

1815

000219

88 11118

EASEMENT  
for Public Highway

STATE OF OKLAHOMA Parcel No. 1  
COUNTY OF CREEK SB 317188

06482(04) Part 1

KNOW ALL MEN BY THESE PRESENTS:

That JAMES W. OWENS

THIS INSTRUMENT WAS FILED  
FOR RECORD ON  
11 30 SEP 19 1988  
at 10:27 o'clock AM and duly recorded in  
Book 237 Page 1816-17  
ROWA LEE BRANHAM, County Clerk  
By [Signature] Deputy

of Creek County, State of Oklahoma, hereinafter called the Grantors

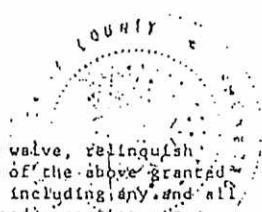
(whether one or more), for and in consideration of the sum of Donated Agreement

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of Creek 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 SE 1/4 of Section 4, T15N, R7E in Creek County, Oklahoma, said parcel of land being more particularly described as follows:

Commencing at the Southeast Corner (SE Cor.) of Said Section 4 thence North 00°38'45" West along the East line of Section 4 a distance of 40.45 feet; Thence South 89°21'14" West a distance of 40.00 feet to the Point of Beginning; Thence North 06°25'43" West a distance of 374.90 feet; thence North 00°33'26" West a distance of 903.33 feet; thence North 00°57'44" East a distance of 1299.99 feet; thence South 00°38'45" East a distance of 2575.70 feet to the Point of Beginning;

Containing 1.4774 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 County of Creek 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 of 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 County of Creek, 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 15<sup>th</sup> day of July, 19 88.

State of Oklahoma)

County of Creek  
Acknowledged before me, this 15 day of July

My Commission Expires 5-28-90

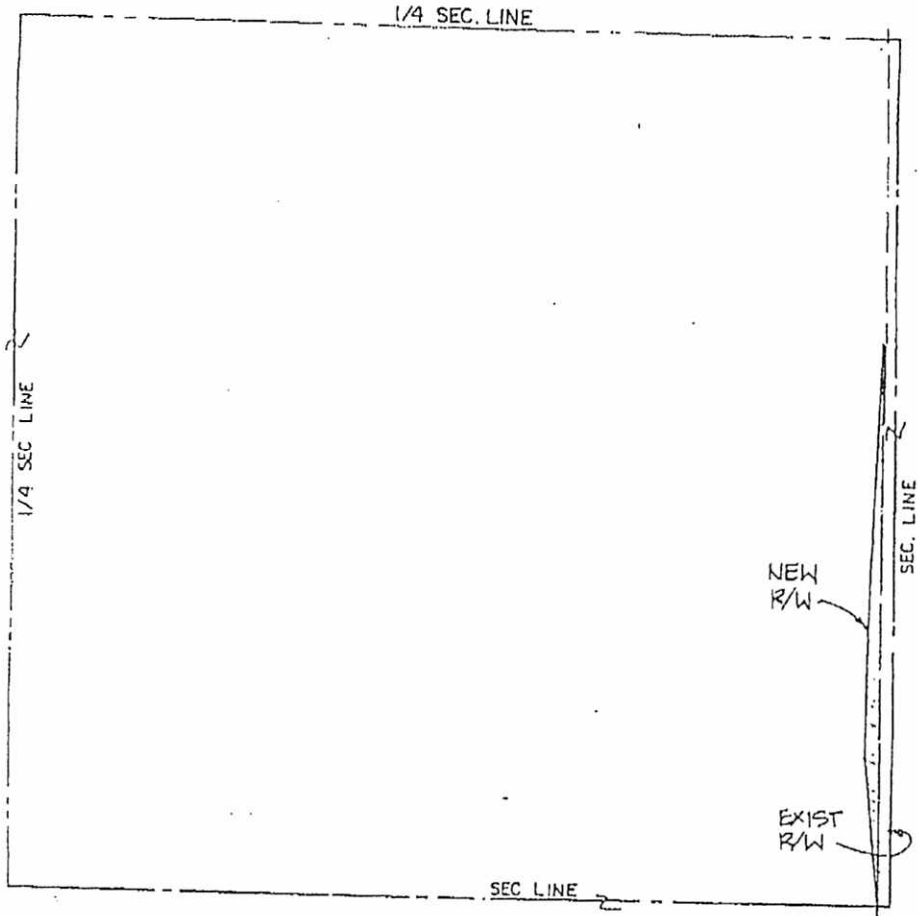
R/W Form B IN AND FOR  
County of Creek  
Notary Public  
Rev. 3-30-88

[Signature]  
[Signature]

1816

LEGAL DESCRIPTION SE 1/4

SEC 4 T 15N R 7E



SCALE 1" = 400'

BEFORE GROSS-

EXISTING R/W

PERMANENT R/W

R/W IN QTR

PERPETUAL EASEMENT

TEMPORARY R/W

ACRES

ACRES

ACRES

ACRES

ACRES

ACRES

JOB 06482(04) Part 1 PIECE

PARCEL NO. 1

COUNTY CREEK

APPRAISAL FORM 104 (REV. 7/80)

1817

1000  
500

MAILING ADDRESS 7718 S. 68<sup>th</sup> E. Ave Tulsa Ok 74133  
**05 6036**

TULSA ABSTRACT & TITLE  
H MEMORIAL PLACE  
0023 E. 63RD PL. SUITE 104  
TULSA, OK 74133  
(918) 250-8088

#21757

**EASEMENT AND RIGHT-OF-WAY**

STATE OF OKLAHOMA COUNTY OF CREEK  
This Instrument Was Filed for Record On

APR 26 2005

KNOW ALL MEN BY THESE PRESENTS:

AT 120 O'CLOCK P.M. AND RECORDED IN  
BOOK 565 PAGE 457-58  
BY Betty Rentz County Clerk  
[Signature] DEPUTY

That the undersigned, Kevin Rogers, a single person, of lawful age and being a resident of Creek County, State of Oklahoma, hereinafter called Grantor, the owner of the real estate hereinafter described, for consideration received, does hereby grant, convey, and warrant unto Phillip D. Boone, herein called Grantee, his heirs, successors and assigns, the right, Right-of-way and Easement in, over and across the following real estate in Creek County, State of Oklahoma, to wit,

The East twenty feet of the East half (E/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 4, Township 15 North, Range 7 East of the Indian Meridian, Creek County, Oklahoma, according tot he U.S. government survey thereof.

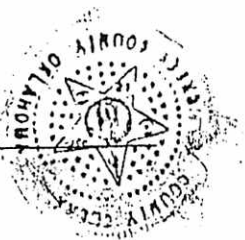
To occupy and utilize the above described land for ingress and cgress as a road right of way and easement, for use by Grantee, his employees, agents, invitees and licensees and their equipment, the Grantor hereby expressly releasing and waiving any right of homestead.

The Grantee shall have the right and privilege, forever, to use, patrol, alter inspect, improve, surface, rebuild, repair, and all other rights and privileges necessary or convenient for the full use and enjoyment of the Easement and Right-of-way herein granted for the purposes herein described. Maintenance of said Right-of-way to be shared equally by all parties using any road constructed thereon. It is stipulated that said Easement and Right-of-way shall never be fenced by the Grantor or his successors in ownership and that no building or structure of any nature or kind whatsoever, nor any part of the same shall be constructed, installed, placed or permitted on or over said Easement and Right-of-way or any part thereof by either Grantor or Grantee.

To have and to hold said Easement and Right-of-way, servitude and privileges unto the Grantee, his successors and assigns, forever, subject to the conditions and limitations herein contained.

IN WITNESS WHEREOF, this instrument is executed this 27<sup>th</sup> day ~~April~~ of APRIL, 2005.

[Signature]  
KEVIN ROGERS



452

K.R.

American Abstract and Title Co.  
P.O. Box 1272, 203 E. Dewey  
Sapulpa, Oklahoma



OKLAHOMA ABSTRACTORS BOARD UNIFORM ABSTRACT CERTIFICATE

The undersigned hereby certifies that:

1. There is shown herein a true and correct abstract of all instruments filed for record or recorded in the office of the County Clerk of Creek County during the period covered by the certificate, affecting the title to the following described real property:

(See Captioned Page for Complete Legal Description)

Pursuant to O.A.C. 5:11-3-9(4D) this Abstract has been prepared for a fee simple estate, less and except oil, gas, and other mineral interests. All instruments covering oil, gas, and other minerals, including but not limited to deeds, grants, leases, assignments and releases thereof, have been omitted.

2. The records of the Court Clerk and the County Clerk of said County disclose that there are no exceptions, court proceedings, suits pending in the court of records in said County, or liens of any kind affecting the title to said real estate, and that there are no judgments or transcripts of judgments indexed and docketed on the judgment against any of the following named parties affecting the title to said real estate, except as shown in the Abstract.

We hereby certify as to all names and parties as they appear in the chain of title to the property covered in this abstract.

3. The records of the County Treasurer of said County disclose that:

a. Said real property has been assessed for ad valorem taxes for each year covered by this Certificate for which ad valorem taxes could be a lien against said real property: and there are no ad valorem taxes which are a lien on said property, due and unpaid on said property, nor tax sales thereof unredeemed, nor tax deeds given thereon, EXCEPT: GENERAL TAXES: "2013 and Prior Years PAID OR CANCELED by O.S.A. Section 2941 as amended." Years 2014 thru 2020, inclusive, -- PAID.

b. There are no unpaid personal property taxes which are a lien on the real property and there are no matured or unmatured unpaid special assessments certified to the Office of the County Treasurer due and unpaid, nor tax sales thereof unredeemed, nor tax deeds given thereon, EXCEPT NONE

There is no certification as to Special Assessments. Certification is provided by attached Special Certificate at request of customer.

4. The undersigned is a duly qualified and lawfully bonded abstractor, who is granted a Certificate of Authority in accordance with the Statutes of the State of Oklahoma to engage in the business of abstracting, and whose bond is in force at the date of this Certificate. The undersigned has a complete set of indexes to the records of said County, in compliance with Title I of the Oklahoma Statutes, compiled from the records and not copied from the indexes in the County Clerk, and the searches covered by this certificate reflect the records of said county and are not restricted to the indexes in the Office of the County Clerk.

This certificate covers pages number 1 to 283 both inclusive, and covered the period from Inception to June 7, 2021 at 7:45 A.M.

Dated this 14<sup>th</sup> day of June, 2021.

Sapulpa Abstract & Title Company, Inc. dba  
AMERICAN ABSTRACT AND TITLE COMPANY

BY: [Signature]  
DEBRA KAY SPARKS/PRESIDENT  
OAB CERTIFICATE OF AUTHORITY #67  
ABSTRACTOR, LICENSE #1083

BY: [Signature]  
ABSTRACTOR, LICENSE # 4661

Abstract No. 69334



OKLAHOMA LAND TITLE ASSOCIATION



No. 69333

# Abstract of Title

TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN  
**COUNTY OF CREEK, STATE OF OKLAHOMA**  
TO-WIT:

\*\*\*\*\*

4 The East 250 feet of the East Half of the Southeast Quarter (E/2 SE/4) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, located and situated North of the Turner Turnpike in Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

5 The West 144 acres of the Southeast Quarter (SE/4) ( LESS those portions sold to the Oklahoma Turnpike) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

6 The East Half of the Southwest Quarter (E/2 SW/4) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

7 The East Half of the Northeast Quarter (E/2 NE/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

\*\*\*\*\*

(NOTE BY ABTRACTOR: This abstract has been prepared on surface rights only.)

COMPILED BY  
**AMERICAN ABSTRACT & TITLE COMPANY**

203 E. DEWEY • SAPULPA, OK 74066  
PHONE 918/224-9330  
FAX 918/224-8410



866

QUIT CLAIM DEED

1-2013-013107 Bk 0870 Pg 557  
09/20/2013 3:37 pm Pg 0557-0557  
Fee: \$ 13.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

That John W. Canada and Carletta A. Canada, Trustees of the John W. Canada and Carletta A. Canada Revocable Trust dated October 23, 1996, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto THE QUADRANT REVOCABLE TRUST DATED JUNE 9, 2011, 6608 Northwestern Ave., PMB 176, Oklahoma City, OK 73116, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, to-wit:

The East 250 feet of the E/2 SE/4 of Section 8, Township 15 North, Range 7 East, Located and situated North of the Turner Turnpike in Creek County, State of Oklahoma, according to the recorded Plat thereof.

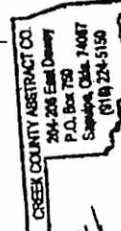
together with all and singular the hereditaments and appurtenances thereunto belonging, and warrants the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part heirs and assigns forever.

Signed and delivered this 20 day of September, 2013

*John W. Canada*  
John W. Canada, Trustee of the John W. Canada and Carletta A. Canada Revocable Trust dated October 23, 1996

*Carletta A. Canada*  
Carletta A. Canada, Trustee of the John W. Canada and Carletta A. Canada Revocable Trust dated October 23, 1996



STATE OF OKLAHOMA, )  
)ss. ACKNOWLEDGMENT  
COUNTY OF OKLAHOMA )

Before me, a Notary Public in and for said County and State, on this 20<sup>th</sup> day of September 2013, personally appeared John W. Canada and Carletta A. Canada, Trustees of the John W. Canada and Carletta A. Canada Revocable Trust dated October 23, 1996, 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.  
My Commission



(SEAL)

*Melissa Ann Roper*  
Notary Public/Comm # '8/3/15 # 11007045

000047



**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

**T**hat James W. Owens and LaFleura D. Owens, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto THE QUADRANT REVOCABLE TRUST DATED June 9, 2011, 2701 NW 59<sup>th</sup>, Oklahoma City, OK 73112, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, to-wit:

S/2 NE/4 and Lots 1 and 2, Section 4, Township 15 North, Range 7 East containing 165.05 acres, more or less; **AND**  
S/2 NW/4 and Lots 3 and 4, Section 4, Township 15 North, Range 7 East containing 164.41 acres, more or less; **AND**  
SE/4 Section 4, Township 15 North, Range 7 East containing 160 acres, more or less; **AND**

West 144 acres of SE/4 Less 10.22 Acres for Turnpike and Less 1.39 for T.P. Section 8, Township 15 North, Range 7 East containing 132.39 acres, more or less; **AND**  
E/2 SW/4 Section 8, Township 15 North, Range 7 East, containing 80 acres, more or less; **AND**  
E/2 NE/4 and SW/4 NE/4 Section 8, Township 15 North, Range 7 East containing 120 acres, more or less; **AND**

NW/4 Section 9, Township 15 North, Range 7 East containing 160 acres, more or less; **AND**  
SE/4 Less T.P. Section 9, Township 15 North, Range 7 East containing 146.38 acres, more or less; **AND**  
W/2 SW/4 Less T.P. Section 9, Township 15 North, Range 7 East containing 70.63 acres, more or less; **AND**  
W/2 NE/4 Less 5 acres to T.P. and Less .04 Acres to T.P. Section 9, Township 15 North, Range 7 East containing 72.94 acres, more or less; **AND**  
NW/4 Less Highway Section 9, Township 18 North, Range 7 East containing 150.16 acres, more or less; **AND**

Lots 1, 5 and 6, Section 17, Township 18 North, Range 7 East Ex Dam Containing 51.24 acres, more or less **AND**

E/2 NE/4 Section 23, Township 16 North, Range 8 East containing 80 acres, more or less; **AND**

an undivided 1/4 interest in NW/4 NE/4 and NE/4 NW/4 and S/2 NW/4 Section 29, Township 16 North, Range 8 East, containing 40 acres, more or less; **AND**

Lot 2, and SE/4 NW/4 and SW/4, Section 30, Township 14 North, Range 8 East, containing 240 acres, more or less;

FAMILY TRANSFER; NO DOCUMENTARY STAMPS  
REQUIRED: 68 O.S. §3202(IV)

together with all and singular the hereditaments and appurtenances thereunto belonging.

000245

TO HAVE AND TO HOLD said described premises unto the said party of the second part heirs and assigns forever.

Signed and delivered this 7<sup>th</sup> day of November, 2012.

James W. Owens  
James W. Owens

LaFleura D. Owens  
LaFleura D. Owens

STATE OF OKLAHOMA,  
)ss. ACKNOWLEDGMENT  
COUNTY OF Oklahoma

Before me, a Notary Public in and for said County and State, on this 7th day of Nov, 2012, personally appeared James W. Owens and LaFleura D. Owens, 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.  
My Commission Expires: 11-2-13

[Signature]  
Notary Public/Commission No. 09009090

(SEAL)



I-2013-004635 Bk 0841 Pg 263  
04/09/2013 1:01 pm Pg 0262-0263  
Fee: \$ 15.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



Handwritten scribbles in the top left corner.

**QUIT CLAIM DEED**

I-2013-004636 Bk 0841 Pg 264  
04/09/2013 1:03 pmPg 0264-0263  
Fee \$ 220.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

**T**hat James W. Owens and LaFleura D. Owens, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto THE QUADRANT REVOCABLE TRUST DATED June 9, 2011, 2701 NW 59<sup>th</sup>, Oklahoma City, OK 73112, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, described in Exhibit "A", hereto attached and incorporated therein.

[The parties to this deed acknowledge that the Grantors only own those portions and the interest therein of the above described lands of which they, or either of them, is now the record owner. This deed does not convey and does not purport to convey any interest in the above described lands except that of which the Grantors, or either of them, is the owner of record on the date of this deed.]

FAMILY TRANSFER; NO DOCUMENTARY STAMPS  
REQUIRED: 68 O.S. §3202(IV)

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part heirs and assigns forever.

Signed and delivered this 30th day of January, 2013.

James W. Owens  
James W. Owens

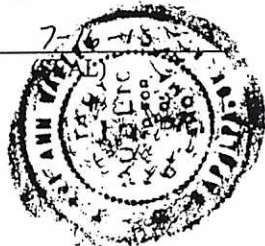
LaFleura D. Owens  
LaFleura D. Owens

STATE OF OKLAHOMA, )  
                                  )ss.     ACKNOWLEDGMENT  
COUNTY OF CREEK.     )

Before me, a Notary Public in and for said County and State, on this 30th day of January, 2013, personally appeared James W. Owens and LaFleura D. Owens, 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.

My Commission Expires:



Jennifer A. Wadley  
Notary Public/Commission No. 09003862

All of the described lands in pages 1 through 18 hereto attached  
comprise EXHIBIT "A" and they are located in Creek County, Oklahoma

I-2013-004636 Bk 0841 Pg 265  
04/09/2013 1:03 pm Pg 0264-0283  
Fee: \$ 220.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



EXHIBIT "A"

(b)

COMPUTER	OLD NO.	LEASE NAME	STATE	INTEREST	GR ACS	NET ACS	ACOD	INVESTMENT	COMMENTS
CK1507F	187	LaDassa Boone	Okla <i>CREEK</i>	1/2 of 8/8 (.5) MI 8/8 SI	120 120	60 120	7/26/51	1,200.00	E/2 NE, SW NE 8-15N-7E Inv. All SI, 1/2 MI in E/2 NE 8 and 1/2 MI in SW NE 8. 4/1/71 JVO acqd all int. Conveyances in file Taxes paid thru 1989 on E/2 NE, SW NE 8-15N-7E
CK1507G	172	J. T. Watson	<i>CREEK</i>	1/2 of 1/2 (.25) MI 8/8 SI	144 144	36 144	10/31/41	720.00	W/144 acs. of SE less 10.22 acs for T.P. in 8-15N-7E Conveyances in file Inv/Owens All SI and 1/2 MI Taxes paid thru 1989 on W/144 acs of SE less 10.22 acs for T.P.
CK1507H	172-A	H. W. Hicks	<i>CREEK</i>						250 ft. wide strip on East side of SE of 8-15N-7E Ref. J. T. Watson lease
CK1507I	166	Loney Hemer	<i>CREEK</i>	1/2 of 1/2 (.25) MI 8/8 SI	80 80	20 80	6/6/41	762.26	E/2 SW 8-15N-7E Conveyances in file Inv/Owens 8/8 SI/ 1/2 MI in E/2 SW 8-15N-7E W/2 SW 9-15N-7E Conveyances in file Inv/Owens 8/8 SI/ 17/32 MI in W/2 SW 9-15N-7E Taxes paid thru 1989 on All E/2 SW 8-15N-7E and W/2 SW less TP of 9-15N-7E

*1.29 acs to the TP from 146-90*

1-2013-004636 Bk 0841 Pg 271  
 04/09/2013 1:03 pm Pg 0264-0283  
 Fee: \$ 220.00 Doc: \$ 0.00  
 Jennifer Montazavi - Creek County Clerk  
 State of Oklahoma





86

**MEMORANDUM OF THE QUADRANT  
REVOCABLE TRUST DATED JUNE 9, 2011**

This memorandum of THE QUADRANT REVOCABLE TRUST Dated June 9, 2011, is made pursuant to the provisions of §175.6a of Title 60, Oklahoma Statutes. The undersigned, JAMES W. OWENS, as the Trustee of said Trust and it was created June 9, 2011.

Executed this 15<sup>th</sup> day of January, 2013.

  
\_\_\_\_\_  
JAMES W. OWENS

I-2013-000971 Bk 0828 Pg 559  
01/22/2013 12:47 pm Pg 0559-0559  
Fee: \$ 13.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma

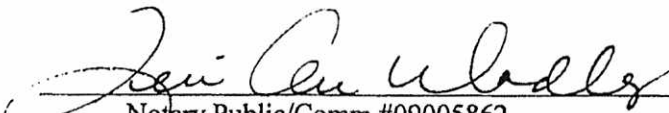


STATE OF OKLAHOMA. )  
                                  )ss.  
COUNTY OF CREEK. )

Before me, A Notary Public in and for said County and State, on this 15<sup>th</sup> day of January, 2013, personally appeared JAMES W. OWENS, as Trustee of THE QUADRANT REVOCABLE TRUST dated June 9, 2011, to me known to be the identical person who executed the within and forgoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such trustee, 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.



  
\_\_\_\_\_  
Notary Public/Comm #09005862



Jennifer Mortazavi  
Creek County Clerk  
State of Oklahoma

**MEMORANDUM OF THE QUADRANT  
REVOCABLE TRUST DATED JUNE 9, 2011**

This memorandum of THE QUADRANT REVOCABLE TRUST Dated June 9, 2011, is made pursuant to the provisions of §175.6a of Title 60, Oklahoma Statutes. The undersigned, JAMES W. OWENS, JAMES JEFFREY OWENS and NANCY KAY OWENS, are Co- Trustees of said Trust, any one of whom may act independently of the other, and it was created June 9, 2011.

Executed this 2 day of July, 2019.

James W. Owens  
JAMES W. OWENS

Nancy Kay Owens  
NANCY KAY OWENS

James Jeffrey Owens  
JAMES JEFFREY OWENS

STATE OF OKLAHOMA. )  
  )ss.  
COUNTY OF Creek. )

Before me, A Notary Public in and for said County and State, on this 2<sup>th</sup> day of July, 2019, personally appeared JAMES W. OWENS, JAMES JEFFREY OWENS and NANCY KAY OWENS, as Co-Trustees of THE QUADRANT REVOCABLE TRUST dated June 9, 2011, to me known to be the identical persons who executed the within and forgoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as such trustee, for the uses and purposes therein set forth.

Witness whereof I have hereunto set my hand and official seal the day and year last above



Jennifer Mortazavi  
Notary Public/Comm # 09005861

ROLL CARD

COMPILATION OF THE RECORDS IN THE OFFICE  
OF THE COMMISSION TO THE FIVE CIVILIZED  
TRIBES SHOWING STATUS OF LAND AUGUST 1, 1908

CREEK COUNTY

ALLOTTEE: YAHOLA MICCO  
ROLL NO: 7806  
P.O. : SENORA  
AGE: 50  
SEX: M  
BLOOD: FULL  
ENROLLED: MAY 23, 1901

DESCRIPTION

E/2 SE/4 & NW/4 SE/4	120 ACRES	SURPLUS
SW/4 SE/4	40 ACRES	HOMESTEAD
SECTION 8	TOWNSHIP 15 NORTH	RANGE 7 EAST

HOMESTEAD RECORD

402

HOMESTEAD DEED NO. Creek Indian HOLD. NO. 7808 DATE OF CERTIFICATE THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY.

To All to Whom These Presents Shall Come, Greeting:

WHEREAS, By the Act of Congress approved March 1, 1901 (31 Stat. 58), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) Tribe of Indians, in Indian Territory, except as therein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes...

WHEREAS, It was provided by said Act of Congress that each citizen shall select, or have selected for him, from his allotment, forty acres of land as a homestead for which he shall have an separate deed; and WHEREAS, The said Commission to the Five Civilized Tribes, or its lawful successor, has certified that the land hereinafter described has been selected by or on behalf of Yahola Micoo, a citizen of said tribe, as a homestead.

NOW, THEREFORE, I, the undersigned, the Principal Chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid Act of the Congress of the United States, here granted and conveyed, and by these presents do grant and convey unto the said Yahola Micoo, all right, title and interest of the Muskogee (Creek) Nation and of all other citizens of said Nation in and to the following described land, viz:

SE 1/4 of SE 1/4 of Section 8, Township 16 North, Range 7 East

of the Indian Base and Meridian, in Indian Territory, containing 40 acres, more or less as the same may be, according to the United States survey thereof, subject, however, to the conditions provided by said Act of Congress and which conditions are that said land shall be non-taxable and inalienable and free from any incumbrance whatever for twenty-one years; and subject, also, to the provisions of said Act of Congress relating to the use, devise and descent of said land after the death of the said Yahola Micoo, and subject, also, to all provisions of said Act of Congress relating to appraisal and valuation and to the provisions of the Act of Congress approved June 30, 1901 (Public No. 188).

IN WITNESS WHEREOF, I, the Principal Chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the Great Seal of said Nation to be affixed this 20 day of April A. D. 1903

(SEAL) P. FORTEN, Principal Chief of the Muskogee (Creek) Nation. Department of the Interior, Approved May 2/6 1903 ETHEL A. HITCHCOCK, SAMUEL J. MURPHY, Secretary, By OLIVER A. PHILIPS, Clerk.

Filed for record on the 3 day of June, 1903 at 2 o'clock P.M. and recorded in Book K, Page 408

000005

# ALLOTMENT DEED RECORD

457

ALLOTMENT DEED NO. Creek Indian,

ROLL NO. 7806. DATE OF CERTIFICATE

THE MUSKOGEE (CREEK) NATION,  
INDIAN TERRITORY.

To All to Whom These Presents Shall Come, Greeting:

WHEREAS, by the Act of Congress approved March 1, 1901 (31 Stat. 861), agreement ratified by the Creek Nation May 26, 1901, it was provided that all lands of the Muskogee (Creek) Tribe of Indians, in Indian Territory, except as therein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and,

WHEREAS, it was provided by said Act of Congress that each citizen shall select, or have selected for him, from his allotment forty acres of land as a homestead for which he shall have a separate deed; and,

WHEREAS, the said Commission to the Five Civilized Tribes, or its lawful successor, has certified that the land hereinafter described has been selected by or on behalf of **Yahola Micco**, a citizen of said tribe, as an allotment, exclusive of a forty-acre homestead, as aforesaid,

NOW, THEREFORE, I, the undersigned, the Principal Chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid Act of the Congress of the United States, have granted and conveyed, and by these presents do grant and convey unto the said **Yahola Micco**, all right, title and interest of the Muskogee (Creek) Nation and of all other citizens of said Nation in and to the following-described land, viz:

**E $\frac{1}{2}$  of SE $\frac{1}{4}$  & NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 8, Township 15 North, Range 7 East.**

of the Indian Base and Meridian, in Indian Territory, containing **120**

acres, more or less, as the case may be, according to the United States survey thereof, subject however, to all provisions of said Act of Congress relating to appraisement and valuation and to the provisions of the Act of Congress approved June 30, 1902 (Public No. 200).

IN WITNESS WHEREOF, I, the Principal Chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the Great Seal of said Nation to be affixed this **20** day of **April**, A. D. 190

(SEAL)

P. PORTER, Principal Chief of the Muskogee (Creek) Nation.

Department of the Interior, Approved **May 28**, 190 **3**

**ETHAN A. BITCHCOCK**  
**JAMES ROBERT GARNETT**

Secretary.  
By **OLIVER A. PHILLIPS**, Clerk.

Filed for record on the **2** day of **June**, 190 **3** at **2** o'clock **P** M., and recorded in Book **11**, Page **408**

000006

File

Form 3—Burkhardt Printing & Stationery Co., Tulsa, Okla.

(For Filing Only)

95 10355

### Quit-Claim Deed

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

AUG 23 1995

THIS INDENTURE, made this 23<sup>rd</sup> day of August A. D., 1995

between Dulcie A. Owens, a single person, Robyn Owens, a single person, and Gregory D. Owens & Carol E. Owens, husband & wife

1153  
Book 1355 Page 1355  
By BETTY RENTZ County Clerk  
Deputy

of Tulsa County, State of Oklahoma, party of the first part,  
and Donald J. Howell and Dolores C. Howell, husband & wife of Stroud, Oklahoma  
620 Woodridge Stroud Okla 74079 party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of  
Ten (\$10.00) DOLLARS

to them duly paid, the receipt whereof is hereby acknowledged, do as hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to their heirs and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to, the following described real estate, situated in the County of Creek

State of Oklahoma, to-wit:  
That part of the S/2 SE/4 lying south of the Turnpike  
in Section 8 - Township 15 North - Range 7 East being  
approximately 7.5 acres more or less.

The property conveyed by this Deed and described herein is not homestead property.

*95-10355 Document Stamped Affixed and cancelled by County Clerk's Office.*



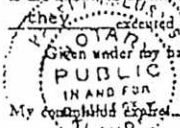
Together with all and singular the hereditaments and appurtenances thereunto belonging TO HAVE AND TO HOLD the above granted premises unto the said party of the second part their heirs and assigns forever.

In Witness Whereof, The said party of the first part ies herunto set their hand the day and year above written.

Dulcie A. Owens  
Dulcie A. Owens  
Robyn Owens  
Robyn Owens  
Gregory D. Owens  
Gregory D. Owens  
Carol E. Owens  
Carol E. Owens

STATE OF OKLAHOMA, }  
County of TULSA } s. (Oklahoma Form of Acknowledgment)  
Before me, the undersigned, a Notary Public, in and for said County and State, on this 23<sup>rd</sup> day of August, 1995, personally appeared Dulcie A. Owens, a single person, Robyn Owens, a single person, and Gregory D. Owens and Carol E. Owens, husband & wife

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



Given under my hand and seal of office the day and year above written. 1355  
Patricia K. Lustig  
Notary Public

**Note by Abstractor:  
Shown for information  
only not certified**

*File*

DANNY R. BELTZ  
ATTORNEY AT LAW  
P. O. BOX 385  
STROUD, OKLA. 74079

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

AFFIDAVIT

AUG 28 1995

STATE OF OKLAHOMA )  
                          ) SS.  
COUNTY OF TULSA   )

95 10550

*1158* Book *241* Page *1685*  
M. and duly recorded in  
By: *Betty Rentz* Deputy Clerk

Comes now Dulcie A. Owens, being first duly sworn upon my oath and states as follows:

1. I am one of the owners of the following described property:

That part of the S/2 SE/4 lying south of the Turnpike in Section 8 Township 15N - Range 7E being approximately 7.5 acres more or less; and the SE/4; and the land lying East of Camp Creek in the SW/4; and the land lying East of Camp Creek and south of the Turnpike in the NW/4 all in Section 17, Township 15N - Range 7E being approximately 241.0 acres more or less.



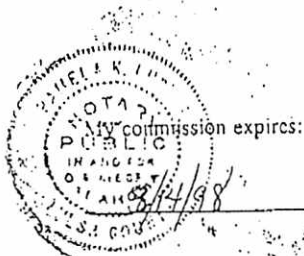
My full name is Dulcie Ann Owens but I am also known as Dulcie A. Owens

This Affidavit is given for the purpose of eliminating any confusion in the examination of abstracts of title and to set forth that Dulcie Ann Owens is also known as Dulcie A. Owens.

*Dulcie Ann Owens a/k/a Dulcie A. Owens*  
Dulcie Ann Owens, a/k/a Dulcie A. Owens

STATE OF OKLAHOMA )  
                          ) SS.  
COUNTY OF TULSA   )

This instrument was acknowledged before me on 25<sup>th</sup> day of August, 1995 by Dulcie Ann Owens, a/k/a Dulcie A. Owens.



*Pamela K. Lustig*  
Notary Public

**Note by Abstractor:  
Shown for information  
only not certified**

1685

115-  
95 10356

REAL ESTATE MORTGAGE WITH POWER OF SALE

(INDIVIDUAL - CONTINUING)

WHICH RECORDED, INCLUDING TO:

Central Oklahoma Bank  
P.O. Box 275  
Depew OK 74028

KNOW ALL MEN BY THESE PRESENTS that DONALD J. HOWELL, and DOLORES C. HOWELL, HUSBAND AND WIFE

(the "Mortgagor", whether one or more) mortgages to Central Oklahoma Bank, P.O., Box 275, Depew, OK 74028

the "Mortgage", whether one or more and which term shall be construed to include Mortgagee's successors and assigns) the following described real estate and premises (the "Property") located in CREEK County, State of Oklahoma, to-wit: SEE ATTACHED EXHIBIT A

RECEIPT NO. 11088  
Mortgage Tax Paid \$65.70  
This 23 day of Aug 1995  
DESSA HAMMOTREE, CB. Treas.  
M. Richardson Deputy

with all the buildings and other improvements located or constructed on the Property, all fixtures, personal property used on or in, and appurtenances to the Property, and Mortgagee assigns and pledges all rents, issues, profits and income derived from the Property (the "Mortgage") creates a security interest in the property and like kind future property from the time this Mortgage is granted even though the assignment of rents, issues, profits and income is not enforceable until default.

Mortgagor warrants the title to the Property.

This Mortgage is given to secure the payment and performance of Mortgageor's indebtedness as evidenced by the promissory Note (s) of the same date as this Mortgage, and any modifications, renewals or substitutions of the Note(s) (the "Debt"), with principal sums, interest and maturity dates as follows:

Promissory Note dated 08/23/95 in the amount of \$65,689.00.

Mortgagor further agrees (unless Mortgageor did not sign the Note(s), in which case Mortgageor only is signing to grant this Mortgage) (a) to pay the Debt and perform the obligations secured by this Mortgage as such payment or performance becomes due; (b) to pay and discharge all taxes and assessments before they become delinquent; (c) to keep all the Property and improvements insured under policies which are acceptable to, and for the benefit of, Mortgagee; (d) to cure all title defects or clouds on or claims against Mortgageor's title which may arise or be discovered; (e) to keep all improvements in good condition and to repair and to repair or replace any damaged or destroyed improvements; and (f) to discharge any liens, attachments, or other claims which may be asserted against the Property. Mortgageor also agrees with respect to the Property to comply with all environmental laws and regulations now in force or later promulgated and to disclose to Mortgagee upon request all information regarding the environmental status of the Property. Mortgageor grants Mortgagee the right to acquire additional environmental information regarding the Property and agrees to indemnify Mortgagee for any liability associated with the Property. The discovery of undisclosed environmental hazards on the Property may at the option of Mortgagee be considered an event of default under this Mortgage.

If Mortgageor fails to fulfill the agreements in the Mortgage, Mortgagee may purchase insurance or pay taxes, assessments or other liens and appropriate sums to protect the Property, and shall have a lien secured by this Mortgage for the amount of those sums with interest at the rate on any debt secured by this Mortgage except as otherwise provided in the Note(s).

If Mortgagee is required to first give Mortgageor notice, notice mailed or delivered at least 5 days before action is taken will be considered reasonable.

Mortgageor confers on Mortgagee or its attorney or agent the power to sell the Property and the interests of all persons in it in the manner provided in the Oklahoma Power of Sale Mortgage Foreclosure Act, 46 Okla. Stat. § 40 et seq. Mortgagee, at its option, may accelerate payment of the Debt so that the Debt shall become immediately due and payable and may either exercise the Power of Sale or foreclose this Mortgage as provided by law if Mortgageor: (a) defaults in the payment of any indebtedness secured by this Mortgage; or (b) fails to perform any covenant or agreement contained in this Mortgage or in any other indebtedness, obligation or agreement of the Mortgageor to the Mortgagee or its another; (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner or in possession of all or any portion of or interest in the Property except as consented to by the Mortgagee or permitted under applicable law; or (d) the Mortgagee otherwise believes the prospect of payment is impaired or the Property is in jeopardy.

The Mortgageor irrevocably appoints the Mortgagee its lawful attorney in fact, with power of attorney to, upon default, collect any income, rents, issues and profits arising from or accruing at any time after default and that are due under each and all of the leases, contracts and agreements, written or verbal, now existing or existing in the future with reference to the Property, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as the Mortgageor would have. As often as any action may be taken to foreclose this Mortgage or to exercise rights under the Power of Sale Mortgage Foreclosure Act, Mortgageor agrees to pay to Mortgagee an attorney's fee of 15% of the amount due or the actual amount of the attorney's fee, whichever is greater, in addition to other sums due, all of which shall be secured in this Mortgage except as otherwise provided in the Note(s). Upon due payment of all sums secured by this Mortgage, and upon the performance of the other covenants and agreements in this Mortgage by Mortgageor, this Mortgage shall be discharged of record at the cost of the Mortgageor, which cost Mortgageor agrees to pay.

If there is a foreclosure of this Mortgage other than by Power of Sale, Mortgageor waives appraisement of the Property, unless Mortgagee seeks an appraisal. Appraisal shall be at Mortgagee's sole option, to be declared when the petition to foreclose is filed or when judgment is taken.

Mortgageor understands and agrees that upon Mortgageor's default, a court may grant specific performance of Mortgageor's agreements in this Mortgage, and Mortgagee will have the right to take possession of the Property by appointing a receiver as allowed by 12 Okla. Stat. § 1351, including appointment when a condition of a mortgage has not been performed and the mortgage provides for appointment of a receiver.

Subject to the Power of Sale provisions contained in this Mortgage, if Mortgageor defaults in payment of the Debt or fails to keep any promise made in this Mortgage or the Note(s) or in any other indebtedness, obligations or agreement to Mortgagee or another, then Mortgagee may require that Mortgageor immediately pay the entire Debt then remaining unpaid under the Note(s) and this Mortgage. Mortgagee may do this without making any further demand for payment or sending Mortgageor any notice.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

SIGNATURE OF MORTGAGOR  
STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED FOR RECORD ON  
AUG 23 1995  
11:55 o'clock A.M. and duly recorded in  
Book 341 Page 13657  
BETTY RENTY, County Clerk  
By [Signature] Deputy

ACKNOWLEDGMENT BY AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT  
STATE OF OKLAHOMA  
COUNTY OF CREEK  
PUBLIC NOTARY  
RANDY GARLAND  
AUGUST 23 1995  
DONALD J. HOWELL AND DOLORES C. HOWELL, HUSBAND AND WIFE  
1356  
My Commission Expires June 6, 1995  
[Signature] NOTARY PUBLIC



Exhibit A

The SE/4; and the NE/4 of the SW/4 in section 17, Township 15 North, Range 7 East of the IB&M, in Creek county, Oklahoma, according to the recorded plat thereof; AND,

That part of the S/2 SE/4 in Section 8, Township 15 North, Range 7 East of the IB&M, in Creek County, State of Oklahoma, according to the U.S. Government survey thereof. Lying South of the right of way of the Oklahoma Turnpike Authority; And,

The E/2 of the SE/2 of the SW/4 in Section 17, Township 15 North, Range 7 East of the IB&M, in Creek County, State of Oklahoma, according to the U.S. Government Survey thereof. Lying East of the present center line of camp Creek; And,

The E/2 of the NW/4 in Section 17, Township 15 North, Range 7 East of the IB&M in Creek County, State of Oklahoma, according to the U.S. Government Survey thereof. Lying East of the center line of Camp Creek and South of the Oklahoma Turnpike right of way.

All less and except the oil, gas and other minerals.

Located in Creek County, State Of Oklahoma.

-----14704-----

RIGHT OF WAY CONTRACT

For and in consideration of the sum of \$ Fifty Cents per Rod to us in hand paid, receipt of which is hereby acknowledged, W.H.Hicks, does hereby grant to Empire Natural Gas Co. its successors and assigns, the use of a right-of-way to lay, maintain, alter, repair, operate, remove and relay a Pipe Line for the Transportation of oil and gas. Said sum is acknowledged as full consideration for right-of-way, and also for damages occasioned by installing the Line. Grantee to be responsible for damages to growing crops, occasioned by making future repairs to said line, covering certain lands in Creek County Oklahoma, State, described as follows, to-wit:

SE4 Sec.8 15N-7E

This contract is only for on line  
This is no part of my homestead.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal this 13th, day of February, 1926.

W.H.Hicks (Seal)

STATE OF Okla  
County of Lincoln

On this 15 day of February, 1926, before me, the undersigned, a Notary Public, in and for the County and State aforesaid personally appeared W.H.Hicks 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 use and purposes therein set forth.

WITNESS MY HAND and seal this 15 day of February, 1926.  
My commission expires Mar. 18, 1929.  
(Notary Seal Lincoln Co. Okla.)  
STATE OF OKLAHOMA,  
COUNTY OF CREEK

A.R.Collins  
Notary Public.

This instrument was filed in my office for record on APR 30 1926 8 o'clock A.M. and duly recorded in Book 323 of Page 605.  
(Seal)

Erma Morris  
County Clerk.

*Erma Morris*  
COMPARED

39397

RIGHT of AY GRANT---Pipeline

FOR AND IN CONSIDERATION OF Forty and No/100 DOLLARS (\$40.00 ) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company, a corporation, organized under the laws of the State of Oklahoma, and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8) Township Fifteen (15) North, Range Seven (7) East

of Section, 8, Township 15N, Range 7E in Creek County, State of Oklahoma

with ingress and egress to and from the same. The said grantor, her heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor her heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Company, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS my hand this 24 day of Sep. A.D. 1928

H.W.Hicks

OKLAHOMA KANSAS FORM ACKNOWLEDGMENT

STATE OF Oklahoma  
ss  
COUNTY OF Oklahoma.

Before me, the undersigned, a Notary Public in and for said County and State, on this the 24th day of sep 1928, personally appeared H.W.Hicks and --to me known to be the identical persons 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.

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

My commission expires Mar 31, 1932.  
(Notary Seal Oklahoma Co. Okla.)

E.E. Courtney  
Notary Public

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on OCT 9 1928 8 o'clock A.M. and duly recorded in Book 373 of Page 217.  
(Seal)

ERMA MORRIS...COUNTY CLERK  
By Frances Delman...Deputy

*Handwritten:*  
H.W.Hicks  
County of Oklahoma

54061  
QUIT-CLAIM DEED

THIS INDENTURE, Made this 4th day of September ~~XXXXXX~~ A. D. 1930, between  
J. T. Watson of Cameron County, State of Texas,

\_\_\_\_\_ of the first part,  
and H. W. Hicks  
\_\_\_\_\_ of the second part.

WITNESSETH: That ~~the~~ said part Y of the first part, in consideration of the sum of \_\_\_\_\_  
One Dollar ~~XXXXXX~~

and other good and valuable considerations, to him duly paid, the receipt whereof is hereby acknowledged, do es hereby quit-claim,  
grant, bargain, sell and convey unto the said part Y of the second part, and to his heirs and assigns, forever, \_\_\_\_\_  
all his right, title, interest and estate,  
both at law and in equity, of, in and to the following described real estate, situate in the County of Creek and State of Oklahoma, to-wit:

A tract of land 250 feet wide off the east side of the Southeast  
Quarter ( $\frac{1}{4}$ ) of Section Eight (8), Township Fifteen (15) North,  
Range Seven (7) East, reserving and excepting to party of the  
first part, his heirs and assigns in perpetuity the spring issuing  
from said land, together with all accumulated or flowing waters,  
with the privilege of using and occupying the said spring and  
waters and access to and from the same, and the right to construct  
fences to include said waters and exclude others therefrom, and  
reserving the right to use all the land hereby conveyed for pas-  
ture purposes for the period of ten years from this date.

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said part Y of the second part his heirs and assigns, forever.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand the day and  
year first above written.

Signed, ~~XXXX~~ and Delivered in Presence of:

Ruth Hightower \_\_\_\_\_ J. T. Watson \_\_\_\_\_  
Jeanette May Conahn \_\_\_\_\_ \_\_\_\_\_  
( \_\_\_\_\_ ) \_\_\_\_\_

TEXAS  
STATE OF OKLAHOMA }  
Cameron County } ss.  
County of Creek

Before me, the undersigned Notary Public, in and for said County and State, on this 4th day of September 1930  
personally appeared J. T. Watson ~~XXXX~~

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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires August, 1931 (Notary Seal) R. A. Hightower Notary Public in and  
Cameron Co., Texas for Cameron County, Texas

STATE OF OKLAHOMA, }  
County of Creek. }

This instrument was filed in my office for record on Sep 13, 1930, 1 o'clock P M.,  
and duly recorded in Book 398 at Page 62

\_\_\_\_\_ ERMA MORRIS County Clerk.  
(SEAL) \_\_\_\_\_ Ruth Palmer Deputy.

COMPALED



WARRANTY DEED

122995

KNOW ALL MEN BY THESE PRESENTS:

That Helen W. Hicks, State of Texas, County of

B. C. Medlin and Linda Alice Medlin,

of Lincoln County, State of Oklahoma, for and in

consideration of the sum of One hundred nineteen and 18/100 DOLLARS

(\$ 119.18 ) in hand paid, the receipt of which is

hereby acknowledged do hereby grant, bargain, sell and convey unto

Oklahoma Turnpike Authority the following described real

property and premises situate in Creek County,

State of Oklahoma, to-wit:

That part of the East 250 feet of the SE 1/4 of Section 8, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Beginning at a point on the East line of said SE 1/4 a distance of 859.8 feet North of the SE corner of said SE 1/4, thence S 60° 38' 07" W a distance of 286.7 feet to a point on the West line of said East 250 feet of SE 1/4, a distance of 720.1 feet North of the South line of said SE 1/4, thence North along said West line a distance of 286.7 feet, thence N 60° 38' 07" E a distance of 286.7 feet to a point on the East line of said SE 1/4, thence South along said East line a distance of 286.7 feet to point of beginning.

Containing 1.65 acres, more or less.

Grantor expressly reserves all of the gas, oil and other mineral rights.

"Grantors hereby designate Helen W. Hicks as agent to receive the consideration set out above."

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

To have and to hold said described premises unto said Oklahoma Turnpike Authority, its heirs and assigns, forever, free, clear and discharged of and from all former grants, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 8th day of May, 1951.

Linda Alice Medlin x
B.C. Medlin x
Helen W. Hicks +

Section II-B-2
50-74
STATE OF OKLAHOMA
COUNTY OF CREEK
This instrument was filed in my office for record on
JUN 21 1951

Book 622 Page 212
M. and duly recorded in
By W. B. KEY, County Clerk
Deputy

90 3387

WARRANTY DEED

Parcel No. 50-74A

KNOW ALL MEN BY THESE PRESENTS:

That Dulcie A. Owens, Gregory D. Owens & Robin Owens

parties of the first part, in consideration of the sum of Three Hundred Fifty DOLLARS (\$ 350.00 ) do hereby grant, bargain, sell and convey unto the Oklahoma Turnpike Authority, a Body Corporate and Politic of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in part of the SE 1/4 of Section 8, T 15 N, R 7 E, in Creek County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the East line of said SE 1/4, a distance of 745.39 feet North of the SE corner of said SE 1/4, thence North along said East line a distance of 114.69 feet, to a point on the present South right of way line of the Turner Turnpike, thence Southwesterly along said right of way line a distance of 286.72 feet, thence Southerly a distance of 114.69 feet, thence N 60°38'07" E a distance of 286.72 feet to point of beginning.

Containing 0.59 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.

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

To have and to hold said described premises unto said Oklahoma Turnpike Authority, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

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

Signed and delivered this 24<sup>th</sup> day of February, 1990.

Dulcie A. Owens  
Dulcie A. Owens  
Gregory D. Owens  
Gregory D. Owens  
Robin Owens  
Robin Owens



STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON  
23 MAR 20 1990  
Book 389 Page 389-90  
BETTY RENZI, County Clerk  
By [Signature] Deputy

389

Note by Abstractor:  
Shown for information  
only not certified

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

1990 JUL - 6 1990  
Book 265 Page 117-18  
BETTY BENIZ, County Clerk  
By [Signature] Deputy

90 8037

WARRANTY DEED

Parcel No.  
49-73A

KNOW ALL MEN BY THESE PRESENTS:

That James W. Owens and LaFleura D. Owens, husband and wife

parties of the first part, in consideration of the sum of Eight hundred and fifty DOLLARS (\$850.00) do hereby grant, bargain, sell and convey unto the Oklahoma Turnpike Authority, a Body Corporate and Politic of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in part of the SE 1/4 of Section 8, T 15 N, R 7 E, in Creek County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SE corner of said SE 1/4 thence North along the East line of said SE 1/4 a distance of 860.08 feet to a point on the present South right of way line of the Turner Turnpike, thence Southwesterly along said right of way line a distance of 286.72 feet to the point of beginning; thence continuing Southwesterly along said right of way line a distance of 632.98 feet, thence S 29° 21' 53" E a distance of 100.00 feet, thence N 60° 38' 07" E a distance of 576.83 feet, thence Northerly a distance of 114.69 feet to said point of beginning.

Containing 1.39 acres, more or less.

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

To have and to hold said described premises unto said Oklahoma Turnpike Authority, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

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

Signed and delivered this 6<sup>th</sup> day of July, 1990.

[Signatures of James W. Owens and LaFleura D. Owens]



Note by Abstractor:  
Shown for information  
only not certified

10142

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That Joe Abraham Estate of Creek County, State of Oklahoma in consideration of the sum of Eighty-one and no/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

West half of the Southwest quarter of Section 8 and the East half of the Southeast quarter of Section 7

of Township 15 North, Range 7 East in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grantor their heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages which may arise to crops and fences from laying, maintaining and operating said pipe line; or lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor their heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And for the consideration aforesaid it is hereby further agreed that the said grantee, its successors or assigns may at any time lay additional lines of pipe alongside of the first line, as herein provided, also to have the right to change size of its pipes, the damages to crops and fences, if any, in making such change to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said The Pure Oil Company its successors and assigns, so long as the same shall be useful for the purposes desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that upon request the pipe line shall be buried so as not to interfere with cultivation of the premises.

WITNESS my hand this 25th day of August, A. D. 1932.

Witnesses:

John E. Erickson

State of Oklahoma

County of Creek

} SS.

Herbert Abraham  
One of the Trustees of  
Joe Abraham Estate

On this the 25th day of August, 1932, before me the undersigned, a Notary Public, within and for the County and State aforesaid, appeared Herbert Abraham to me well 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.

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

My commission expires March 27, 1933.

C. A. Wilde  
Notary Public.

(NOTARY SEAL)  
Creek Co., Oklahoma.

STATE OF OKLAHOMA  
COUNTY OF CREEK

This instrument was filed in my office for record on DEC 27, 1932 8 o'clock A. M., and duly recorded in Book 412 Page 608.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By O. E. Allen, Deputy

10143

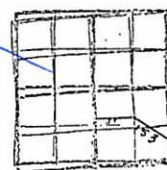
GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That J. T. Watson, Box 929, Brownsville, Texas, State of---in consideration of the sum of Thirty eight & 25/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

Part of Southeast Quarter (SE 1/4)

Creek County  
Sec 8 Twp 15N R 7 E



of Section 8, Township 15 North, Range 7 E. in Creek County, State of Oklahoma with ingress

*Handwritten:* Compared



10142

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That Joe Abraham Estate of Creek County, State of Oklahoma in consideration of the sum of Eighty-one and no/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

West half of the Southwest quarter of Section 8 and the East half of the Southeast quarter of Section 7

of Township 15 North, Range 7 East in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grantor their heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages which may arise to crops and fences from laying, maintaining and operating said pipe line; or lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor their heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And for the consideration aforesaid it is hereby further agreed that the said grantee, its successors or assigns may at any time lay additional lines of pipe alongside of the first line, as herein provided, also to have the right to change size of its pipes, the damages to crops and fences, if any, in making such change to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said The Pure Oil Company its successors and assigns, so long as the same shall be useful for the purposes desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that upon request the pipe line shall be buried so as not to interfere with cultivation of the premises.

WITNESS my hand this 25th day of August, A. D. 1932.

Witnesses:

John E. Erickson

State of Oklahoma )  
County of Creek ) SS.

Herbert Abraham  
One of the Trustees of  
Joe Abraham Estate

On this the 25th day of August, 1932, before me the undersigned, a Notary Public, within and for the County and State aforesaid, appeared Herbert Abraham to me well known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires March 27, 1933.

C. A. Wilde  
Notary Public.

(NOTARY SEAL)  
Creek Co., Oklahoma.

STATE OF OKLAHOMA  
COUNTY OF CREEK

This instrument was filed in my office for record on DEC 27, 1932 8 o'clock A. M., and duly recorded in Book 412 Page 608.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By O. E. Allen, Deputy

10143

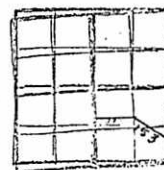
GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That J. T. Watson, Box 929, Brownsville, Texas, State of----in consideration of the sum of Thirty eight & 25/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

Part of Southeast Quarter (SE 1/4)

Creek County  
Sec 8 Twp 15N R 7 E



of Section 8, Township 15 North, Range 7 E. in Creek County, State of Oklahoma with ingress

10144

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That H. W. Hicks of Creek County, State of Oklahoma in consideration of the sum of Four and 25/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

A strip 17 rods wide off East side of Southeast quarter

Creek County  
Sec. 8 Twp 15N R 7 E



of Section 8, Township 15N, Range 7 E in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grantor his heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages which may arise to crops and fences from laying, maintaining and operating said pipe lines or lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And for the consideration aforesaid it is hereby further agreed that the said grantee, its successors or assigns may at any time lay additional lines of pipe alongside of the first line, as herein provided, also to have the right to change size of its pipes, the damages to crops and fences, if any, in making such change to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said The Pure Oil Pipe Line Company its successors and assigns, so long as the same shall be useful for the purposes desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that upon request the pipe line shall be buried so as not to interfere with cultivation of the premises.

WITNESS my hand this 23 day of August, A. D. 1932

Witnesses:

H.W. Hicks

John E. Erickson

State of Oklahoma }  
County of Creek } SS

On this the 23rd day of August, 1932, before me the undersigned, a Notary Public, within and for the County and State aforesaid, appeared H. W. Hicks, to me well known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

J. G. Wakefield  
Notary Public.

My commission expires July 30, 1935

(NOTARY SEAL)  
State of Oklahoma  
Tulsa

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on DEC 27, 1932 8 o'clock A. M., and duly recorded in Book 412 Page 609.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By O. E. Allen, Deputy

*Handwritten signature/initials*

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pure Transportation Company, an Ohio corporation, with principal offices at 35 East Wacker Drive, Chicago, Illinois (hereinafter referred to as "Pure"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has sold, transferred and assigned, and does hereby sell, transfer and assign to Kerr-McGee Oil Industries, Inc., a Delaware corporation, with principal offices at the Kerr-McGee Building, Oklahoma City 2, Oklahoma (hereinafter referred to as "Kerr-McGee"), free of all liens and encumbrances, all the pipe lines and gathering lines for crude oil owned by Pure in Creek County, Oklahoma, which traverse the premises described in Exhibit "A", attached hereto and made a part hereof, together with all tank and pump sites, tank and pump site leases, surface leases, rights-of-way grants, licenses, permits and easements incident thereto described in Exhibit "B", attached hereto and made a part hereof, and all equipment and personal property of every kind thereon or appurtenant thereto, or used or obtained in connection with said pipe lines and gathering lines, or with the operation of said pipe lines and gathering lines except for those items of equipment and personal property listed in Exhibit "C", attached hereto and made a part hereof:

To have and to hold the same unto Kerr-McGee, its successors and assigns forever.

Pure hereby warrants title to the above property as against itself and those claiming under it.

This Assignment and Bill of Sale shall become effective as of July 1, 1958, at 7:00 A. M. Central Standard time.

460 Exhibit "A" attached to and made a part of Assignment and Bill of Sale from Pure Transportation Company to Kerr-McGee Oil Industries, Inc., effective July 1, 1958, at 7:00 A.M., Central Standard Time.

All Townships hereinafter mentioned are north; all Ranges hereinafter mentioned are east.

#### MAIN LINE NO. 1

A 4-inch main line connected to manifold at Drumright Station located in the NW/4 of NW/4 of NE/4 Section 32-18-7, extending in a southeasterly direction across the NE/4 and SE/4 Section 32; NE/4 of NE/4 Section 5-17-5; W/2 of NW/4, N/2 of SW/4, SE/4 of SW/4 and SW/4 of SE/4 Section 4-17-7; W/2 of NE/4, SE/4 of NE/4 and NE/4 of SE/4 Section 9; SW/4 of SW/4 Section 10; NW/4 and NE/4 of SW/4 and W/2 of SE/4 Section 15; N/2 of NE/4, SE/4 of NE/4 and NE/4 of SE/4 Section 22; W/2 of SW/4 and SE/4 of SW/4 Section 23; NE/4 of NW/4, W/2 of NE/4, N/2 of SE/4 and SE/4 of SE/4 Section 26; SW/4 of SW/4 Section 25; NW/4 of NW/4, E/2 of NW/4, SW/4 of NE/4, N/2 of SE/4 and SE/4 of SE/4 Section 36-17-7, to a point in the NE/4 of NE/4 Section 1-16-7; thence in a southerly direction across the E/2 of NE/4 and E/2 of SE/4 Section 1; E/2 of NE/4 and E/2 of SE/4 Section 12; E/2 of NE/4 and E/2 of SE/4 Section 13; E/2 of NE/4 and E/2 of SE/4 Section 24; E/2 of NE/4 and E/2 of SE/4 Section 25; NE/4 of NE/4 Section 36-16-7; thence in a southeasterly direction across the W/2 of NW/4; N/2 of SW/4, SE/4 of SW/4 and SW/4 of SE/4 Section 31-16-8; W/2 of NE/4, N/2 of SE/4 and SE/4 of SE/4 Section 6-15-8; SW/4 of SW/4 Section 5-15-8; N/2 of NW/4, SE/4 of NW/4, NE/4 of SW/4, W/2 of SE/4 and SE/4 of SE/4 Section 8-15-8; N/2 of NE/4, SE/4 of NE/4 and NE/4 of SE/4 Section 17-15-8, and terminating at a storage tank on the Yahola Tank Farm in the NW/4 of NW/4 Section 16-15-8.

#### MAIN LINE NO. 2

A 6-inch main line commencing at a point in the NE/4 of NE/4 Section 17-15-8; thence in a southeasterly direction across the E/2 of NE/4 Section 17-15-8; to a point in the SE/4 NE/4 said Section 17-15-8; thence south across the E/2 SE/4 said Section 17 to a point in the E/2 SE/4 said Section 17, thence southeast to a point in the W/2 NW/4 Section 21-15-8, thence south across Section 28; W/2 of NW/4 and W/2 of SW/4 Section 33; W/2 of NW/4 and W/2 of SW/4 Section 4-14-8; W/2 of NW/4 Section 9; W/2 of SW/4 Section 9; W/2 of NW/4 and W/2 of SW/4 Section 16; W/2 of NW/4 and W/2 of SW/4 Section 21; W/2 of NW/4 and W/2 of SW/4 Section 28; W/2 of NW/4 and W/2 of SW/4 Section 33, and terminating at a point in the SW/4 of SW/4 Section 33-14-8 at the Creek-Okfuskee County line.

#### MAIN LINE NO. 3

A 4-inch main line connected to manifold at Drumright Station located in the NW/4 of NW/4 of NE/4 Section 32-18-7, extending in a northerly direction across the W/2 of SE/4, SW/4 of NE/4 and NW/4 of NE/4 Section 29-18-7, to a point; thence in a northwesterly direction and terminating at a point in the NE/4 of NW/4 Section 29-18-7.

#### MAIN LINE NO. 4

A 4-inch main line connected at a point in the SW/4 of SE/4 Section 11-15-7, extending in a westerly direction across the SW/4 of SE/4 and S/2 of SW/4 Section 11; S/2 of SE/4 and S/2 of SW/4 Section 10; S/2 of SE/4 and S/2 of SW/4 Section 9; SE/4 and N/2 of SW/4 Section 8 and to a point in NE/4 of SE/4 Section 7; thence in a northwesterly direction across the NE/4 of SE/4 and SE/4 of NE/4 and W/2 of NE/4 and N/2 of NW/4 Section 7; SW/4 of SW/4 Section 6, and terminating at a point on the Lincoln-Creek County line located in the SW/4 of SW/4 Section 6, all in 15-7.

#### LATERAL LINES CONNECTED TO MAIN LINE NO. 4

A lateral line connected at a point located in the SE/4 of SW/4 Section 10-15-7, extending in a southerly direction across the NE/4 of NW/4 and SE/4 of NW/4 Section 15; thence in a southwesterly direction across the SW/4 of NW/4 and NW/4 of SW/4 Section 15; thence in a northwesterly direction across the NE/4 of SE/4 and SE/4

Exhibit "A"

(1)

Creek

000056

ABTRACTER'S NOTE: OTHER LANDS  
EXHIBITS AND/OR PROVISIONS OMITTED  
BY ABTRACTER.

RIGHT OF-WAY GRANTS IN TOWNSHIP 15 NORTH, RANGE 7 EAST, CREEK COUNTY, OKLAHOMA

NAME OF GRANTOR	DATE	RECORDING DATA		DESCRIPTION
		BOOK	PAGE	
E. E. Horaney	8/22/32	412	611	SW/4 of SE/4 of Sec. 9
Emma Robertson	8/23/32	412	610	SE/4 of SW/4 of Sec. 9
H. W. Hicks	8/23/32	412	609	Strip 17 yards wide off east side of SE/4 of Sec. 8
J. T. Watson	8/27/32	412	608	Part of SE/4 of Sec. 8 ✓
Joe Abraham Est.	8/25/32	412	608	W/2 of SW/4 of Sec. 8 and E/2 of SE/4 of Sec. 7
Robert L. Jones	8/31/32	412	607	SW/4 of NE/4 and N/2 of NW/4 of Sec. 7
F. E. Stephens	10/1/32	412	606	E/2 of SW/4 and Lot 6 & 7 of Sec. 6
Jehanna Jacob, et al.	4/17/39			SW/4 of Sec. 11
Rosa Fish now Bull	12/7/51	637	244	S/2 of SW/4 of Sec. 10
Victoria Nolen	10/30/52	660	119	S/2 of SW/4 of Sec. 11
Troy Spangler	8/20/32	412	613	S/2 of SE/4 of Sec. 10
M. R. Bruce	8/24/32	412	612	SE/4 of SE/4 of Sec. 9
Frank Filke	9/18/42	495	140	W/2 of NW/4 of Sec. 10
Roy Wickham, Adm.	9/18/42	494	211	SW/4 & SW/4 of NW/4 of Sec. 3
Rosa Fish	12/29/42			SW/4 of Sec. 10
W. F. Wickham	3/19/37	440	532	NW/4 of Sec. 3
Wilbert Harrington	8/14/46	532	228	E/2 of SE/4 of Sec. 7

EXHIBIT B

RECEIVED AND FILED  
In District Court, Creek County

65 1160 IN THE DISTRICT COURT OF CREEK COUNTY, OKLAHOMA DEC 15 1951

TIME  
LEE SNIDER, Court Clerk  
By \_\_\_\_\_ Deputy

Oklahoma Turnpike Authority,  
Plaintiff,

No. 27963

vs.

O. E. Owens, et al.,  
Defendants.

REPORT OF COMMISSIONERS

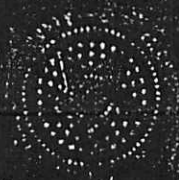
Comes now the undersigned Commissioners appointed heretofore and on the 28 and 29th day of November, 1951, by the Honorable KENNETH HUGHES, Judge of the District Court of Creek County, Oklahoma, for the purpose of inspecting the real properties hereinafter described and considering the injury which the defendants in this proceeding have sustained and may sustain by reason of the taking of said property by the Oklahoma Turnpike Authority and the injury to the remainder of the property from which the following tracts are taken by the plaintiff for the purpose of constructing, operating and maintaining a Turnpike project; and respectfully submit the following report:

The undersigned Commissioners were and are disinterested free holders in Creek County, State of Oklahoma, qualified under the Statutes of the State of Oklahoma and selected from the current jury list of this Court, and were not and are not interested in any like question. That on the 28 and 29th day of November, 1951, the said Commissioners took the oath prescribed by law and proceeded to inspect the properties concerned, situated in Creek County, Oklahoma, and described as follows, to-wit:

The fee simple title to the surface rights only, and not including oil or mineral rights, ~~and/or a temporary grant for the purpose of opening a stream channel or channels across the following described tracts of land:~~

STATE OF OKLAHOMA  
COUNTY OF CREEK

830 FEB 1 1955  
By \_\_\_\_\_ and \_\_\_\_\_  
Deputy



2

That part of the Southeast quarter (SE/4) except the East 250.0 feet of Section 8, Township 15 North, Range 7 East, in Creek County, Oklahoma, described by metes and bounds as follows:

Beginning at a point on the South line of said SE/4, a distance of 1076.7 feet East of the Southwest corner of said SE/4; thence West along said South line a distance of 512.7 feet; thence North 60 deg. 38' 07" East a distance of 2065.2 feet to a point on the East property line of C. E. Owens a distance of 1004.8 feet North of the South line of said SE/4; thence South along said property line a distance of 286.7 feet; thence South 60 deg. 38' 07" West a distance of 1477.2 feet to point of beginning.

containing 10.22 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the Southeast quarter (SE/4) except the East 250.0 feet of Section 8, Township 15 North, Range 7 East, described by metes and bounds as follows:

Beginning at a point on the South line of said SE/4, a distance of 1356.3 feet East of the SW corner of said SE/4; thence East along said South line a distance of 286.3 feet; thence North 29 deg. 21' 53" West a distance of 276.0 feet to a point on the Southerly property line of the Oklahoma Turnpike Authority; thence South 60 deg. 38' 07" West along said property line a distance of 250.0 feet; thence South 29 deg. 21' 53" East a distance of 136.3 feet to point of beginning.

containing 1.18 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the Southeast quarter, except the East 250.0 feet of Section 8, Township 15 North, Range 7 East, described by metes and bounds as follows:

Commencing at a point on the East line of said Section 8 a distance of 1008.9 feet North of the SE corner of said Section 8; thence South 60 deg. 38' 07" West a distance of 1492.7 feet; thence North 29 deg. 21' 53" West a distance of 120.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning; thence North 60 deg. 38' 07" East along said property line a distance of 600.0 feet; thence North 29 deg. 21' 53" West a distance of 120.0 feet; thence South 60 deg. 38' 07" West a distance of 600.0 feet; thence South 29 deg. 21' 53" East a distance of 120.0 feet to said point of beginning.

containing 2.48 acres, more or less;

Also: The fee simple title to the surface rights only, and not including oil or mineral rights on the following described tract or tracts of land:

That part of the West half of the Southwest quarter and the Southeast quarter, and the West half of the Northeast quarter of Section 9, Township 15 North, Range 7 East described by metes and bounds as follows:

Beginning at a point on the West line of said W/2 SW/4 a distance of 871.3 feet North of the SW corner of said W/2 SW/4; thence North along said West line a distance of 275.2 feet; thence North 60 deg. 38' 07" East a distance of 1512.0 feet to a point on the East line of said W/2 SW/4 a distance of 1886.3 feet North of the SE corner of said W/2 SW/4; thence South along said East line a distance of 275.2 feet; thence South 60 deg. 38' 07" West a distance of 1512.0 feet to point of beginning;

Also: Beginning at a point on the West line of said SE/4 a distance of 2116.3 feet North of the S corner of said SE/4; thence North along said West line a distance of 344.6 feet; thence North 60 deg. 38' 07" East a distance of 1512.0 feet to a point on the East line of said W/2 NE/4 a distance of 749.3 feet North of the Southeast corner of said W/2 NE/4; thence South along said East line a distance of 344.6 feet; thence South 60 deg. 38' 07" West a distance of 1512.0 feet to point of beginning;

containing 18.74 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the W/2 NE/4 and SE/4 of Section 9, Township 15 North, Range 7 East in Creek County, Oklahoma, described by metes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2488.6 feet North of the SW corner of said SE/4; thence North 60 deg. 38' 07" East a distance of 383.2 feet; thence North 29 deg. 21' 53" West a distance of 150.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning; thence North 29 deg. 21' 53" West a distance of 200.0 feet; thence North 60 deg. 38' 07" East a distance of 400.0 feet; thence South 29 deg. 21' 53" East a distance of 200.0 feet to a point on said Northerly property line; thence South 60 deg. 38' 07" West along said Northerly property line a distance of 400.0 feet to said point of beginning;

containing 1.83 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the Southeast quarter of Section 9, Township 15 North, Range 7 East, described by metes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2420.6 feet North of the SE corner of said SE/4; thence North 60 deg. 38' 07" East a distance of 153.2 feet; thence South 29 deg. 21' 53" East a distance of 150.0 feet to a point on the Southerly property line of the Oklahoma Turnpike Authority as a point of beginning; thence North 60 deg. 38' 07" East along said Southerly property line a distance of 250.0 feet; thence South 29 deg. 21' 53" East a distance of 150.0 feet; thence South 60 deg. 38' 07" East a distance of 250.0 feet; thence North 29 deg. 21' 53" West a distance of 150.0 feet to said point of beginning;

containing 0.55 acres, more or less.



including the improvements thereon and the appurtenances thereunto belonging.

We further report that the Oklahoma Turnpike Authority, the plaintiff in the above entitled cause, has located its proposed route upon the property hereinbefore described and that said property is necessary for the purposes aforesaid, and that a right-of-way over and across said hereinbefore described property must be taken by said plaintiff for said purposes.

We further report that we have considered the injury which the defendants, as owners of the hereinbefore described tracts of land, have sustained and may sustain by reason of the taking of the same by the Oklahoma Turnpike Authority, and we have considered the value of the land taken and the amount of injury and damages, if any, done to the remainder of the real estate, either directly or indirectly, by reason of said appropriation, and we do hereby assess the compensation and damages due said owners by reason of the appropriation by said plaintiff at the sum of \$40,000.00

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of December, 1951.

/s/ C. D. Klingensmith

/s/ Ernest Thompson

/s/ Geo. H. Tyler

ENDORSEMENTS:  
RECEIVED AND FILED In District Court, Creek County DEC 18 1951  
Time 11:10  
LEE SNIDER, Court Clerk By Ray H. Weakley Deputy

I, LEE SNIDER, Court Clerk, for Creek County, Oklahoma, hereby certifies that the foregoing is a true, correct and full copy of the instrument thereon set out as the same appears on file and/or of record in the District Court of Creek County, Oklahoma.  
Dated at Sapulpa, Okla. this 19 day of December, 1951

LEE SNIDER, Court Clerk  
By *Ray H. Weakley* Deputy

IN THE DISTRICT COURT OF CREEK COUNTY,  
STATE OF OKLAHOMA.

OKLAHOMA TURNPIKE AUTHORITY,

Plaintiff,

vs

No. 27963

C. E. OWENS,  
MRS. C. E. OWENS,  
C. C. OWENS, and  
HISCO OIL COMPANY,  
a corporation,

Defendants.

RECEIVED AND FILED  
in District Court, Creek County

FEB 21 1952

2 20

THOMAS  
LEWIS SNIDER, Court Clerk  
By *[Signature]*

JOURNAL ENTRY OF  
JUDGMENT

This cause coming on to be heard on this, the 23th day of January, 1952 pursuant to proper demands filed for a trial by jury as to the amount of compensation to be paid to the defendants by the plaintiff for the taking of the following described property:

Fee simple title to the surface rights only, and not including oil or mineral rights to the following described tract:

That part of the SE/4 except the East 250.0 feet of Section 3, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

beginning at a point on the South line of said SE/4 a distance of 1076.7 feet East of the N. corner of said SE/4, thence West along said South line a distance of 512.7 feet, thence N 69 deg. 30' 07" E a distance of 2065.2 feet to a point on the East property line of C. E. Owens a distance of 1006.0 feet North of the South line of said SE/4, thence South along said property line a distance of 286.7 feet, thence S 69 deg. 30' 07" W a distance of 1477.2 feet to point of beginning, containing 10.22 acres, more or less;

A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the SE/4 except the East 250.0 feet of Section 3, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

*[Handwritten signature]*

Beginning at a point on the East line of said Section 8 a distance of 1008.9 feet North of the SE corner of said Section 8, thence S 60 deg. 38' 07" W a distance of 1492.7 feet, thence N 29 deg. 21' 53" W a distance of 120.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning, thence N 60 deg. 38' 07" E along said property line a distance of 600.0 feet, thence W 29 deg. 21' 53" W a distance of 130.0 feet, thence S 60 deg. 38' 07" W a distance of 600.0 feet, thence S 29 deg. 21' 53" E a distance of 130.0 feet to said point of beginning, containing 2.43 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the SE/4 except the East 250.0 feet of Section 8, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Commencing at a point on the East line of said Section 8 a distance of 1008.9 feet North of the SE corner of said Section 8, thence S 60 deg. 38' 07" W a distance of 1492.7 feet, thence N 29 deg. 21' 53" W a distance of 120.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning, thence N 60 deg. 38' 07" E along said property line a distance of 600.0 feet, thence W 29 deg. 21' 53" W a distance of 130.0 feet, thence S 60 deg. 38' 07" W a distance of 600.0 feet, thence S 29 deg. 21' 53" E a distance of 130.0 feet to said point of beginning, containing 2.43 acres, more or less;

Also: Fee simple title to the surface rights only, and not including oil or mineral rights to the following described tract:

That part of the W/2 SW/4 and SE/4 and W/2 NE/4 of Section 9, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Beginning at a point on the West line of said W/2 SW/4 a distance of 871.3 feet North of the SW corner of said W/2 SW/4, thence North along said West line a distance of 275.2 feet, thence N 60 deg. 38' 07" E a distance of 1512.0 feet to a point on the East line of said W/2 SW/4 a distance of 1886.3 feet North of the SE corner of said W/2 SW/4, thence South along said East line a distance of 275.2 feet, thence S 60 deg. 38' 07" W a distance of 1512.0 feet to point of beginning;

Also: Beginning at a point on the West line of said SW/4 a distance of 2316.3 feet North of the SW corner of said SW/4, thence North along said West line a distance of 344.6 feet, thence N 60 deg. 38' 07" E a distance of 1512.0 feet to a point on the East line of said W/2 NE/4 a distance of 749.3 feet North of the SE corner of said W/2 NE/4, thence South along said East line a distance of 344.6 feet, thence S 60 deg. 38' 07" W a distance of 1512.0 feet to point of beginning, containing 18.74 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel over and across the following described tract:

That part of the W/2 NE/4 and SE/4 of Section 9, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2488.6 feet North of the SW corner of said SE/4, thence N 60 deg. 38' 07" E a distance of 383.2 feet, thence N 29 deg. 21' 53" W a distance of 150.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning, thence N 29 deg. 21' 53" W a distance of 200.0 feet, thence N 60 deg. 38' 07" E a distance of 400.0 feet, thence S 29 deg. 21' 53" E a distance of 200.0 feet to a point on said Northerly property line, thence S 60 deg. 38' 07" W along said Northerly property line a distance of 400.0 feet to said point of beginning, containing 1.83 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel over and across the following described tract:

That part of the SE/4 of Section 9, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2488.6 feet North of the SW corner of said SE/4, thence N 60 deg. 38' 07" E a distance of 133.2 feet, thence S 29 deg. 21' 53" E a distance of 150.0 feet to a point on the Southerly property line of the Oklahoma Turnpike Authority as a point of beginning, thence N 60 deg. 38' 07" E along said Southerly property line a distance of 250.0 feet, thence S 29 deg. 21' 53" E a distance of 150.0 feet, thence S 60 deg. 38' 07" W a distance of 250.0 feet, thence N 29 deg. 21' 53" W a distance of 150.0 feet to said point of beginning, containing 0.86 acres, more or less;

and the plaintiff being present by its attorneys of record, Leon Shipp and Tom Wallace, and the defendants being present by their attorneys of record, Young, Young and Young and G. O. Hasman, and all parties appearing ready for trial. The Court proceeded to impanel a jury and the plaintiff introduced its evidence relative to its right to condemn the property involved in this action and the negotiations had between the plaintiff and the defendants for the purchase of the property prior to the institution of the condemnation proceedings, and having presented the same, the burden shifted to the defendants for the

STATE OF OKLAHOMA, )  
COUNTY OF CREEK, )

WILLIAM W. WATSON, )  
Plaintiff )

vs. )  
C. E. OWENS, HRS. C. E. OWENS, )  
and F. OWENS, TRUMP OIL COMPANY, )  
Defendants. )

RECEIVED AND FILED  
In District Court, Creek County  
MAY 25 1956  
LEE SWIDER, Court Clerk  
By *[Signature]* Deputy

JOURNAL ENTRY SPREADING MANDATE OF RECORD

Now, on this 24th day of May, 1956, pursuant to regular sitting of the District Court in the hearing upon the Motion of Oklahoma Township Authority to spread the Mandate of the Oklahoma Supreme Court of record, do hereby certify that, and Jackson E. Saunders, attorney at law, Oklahoma, appearing for the defendants C. E. Owens and Mrs. C. E. Owens, of the defendants C. E. Owens and Trump Oil Company, a corporation, do hereby certify that said Motion to spread said Mandate of the Oklahoma Supreme Court was granted by counsel in the presence of the Court.

It is the order of the District Court of the State of Oklahoma, in and for the County of Creek, Oklahoma, that the Mandate of the Oklahoma Supreme Court of record, in the above entitled case, which has been stayed, be spread in the District Court of the United States by the County Clerk of said County, and the same be filed in the District Court of the United States.

It is further ordered that the County Clerk, in and for the County of Creek, Oklahoma, be and is hereby authorized, directed, and enjoined to do and cause to be done all things necessary and proper to carry out and execute the Mandate of the Oklahoma Supreme Court of record, in the above entitled case, and to file the same in the District Court of the United States, and to report to the District Court of the United States, in the County of Creek, Oklahoma, the date and time when the same were so done.

It is further ordered that the Oklahoma Township Authority, in executing the Mandate of the Oklahoma Supreme Court of record, in the above entitled case, do and cause to be done all things necessary and proper to carry out and execute the Mandate of the Oklahoma Supreme Court of record, in the above entitled case, and to file the same in the District Court of the United States, and to report to the District Court of the United States, in the County of Creek, Oklahoma, the date and time when the same were so done.

It is further ordered that the County Clerk, in and for the County of Creek, Oklahoma, do and cause to be done all things necessary and proper to carry out and execute the Mandate of the Oklahoma Supreme Court of record, in the above entitled case, and to file the same in the District Court of the United States, and to report to the District Court of the United States, in the County of Creek, Oklahoma, the date and time when the same were so done.

39141

RIGHT OF WAY GRANT---Pipeline

FOR AND IN CONSIDERATION OF One hundred twenty and no/100 DOLLARS (\$120.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

West half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eight (8) and the South half (S $\frac{1}{2}$ ) of the Northeast Quarter of Section Eighteen (18) all in Township Fifteen (15) North, Range Seven (7) East.

of Section...Township 15 N Range 7 E in Creek County, State of Oklahoma

with ingress and egress to and from the same. The said grantor, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor their heirs or assigns, one by the said grantee its successors or assigns, and the third by the two soappointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Co. its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS our hands this 11th day of August, A.D. 1928

R.J. Koch  
Jackson Thompson

THE STATE OF Oklahoma,  
ss

County of McIntosh  
Before me/A Young a Notary Public in and for the County of McIntosh, and State of Oklahoma, personally appeared R.J.Koch, and Jackson Thompson, known to me to be the persons who executed the within and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 11th day of August, A.D. 1928

W.A. Young  
Notary Public

in and for McIntosh County, Oklahoma,  
My commission expires Sept 22-1931.

(Notary Seal McIntosh Co. Okla.)

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on SEP 26 1928 8 o'clock A.M. and duly recorded in Book 373 of Page 157.

(Seal) ERMA MORRIS..COUNTY CLERK  
By Frances Delman...Deputy

COMPARAT  
*W.A. Young*

14705.

RIGHT OF WAY CONTRACT.

For and in consideration of the sum of Fifty cents per rod (\$.50¢) to us in hand paid, receipt of which is hereby acknowledged M. R. Graves, doeshereby grant to Empire Natural Gas Company its successors and assigns, the use of a right of way to lay, maintain, alter repair, operate, remove and relay a pipe line for the transportation of oil and gas. Said sum is acknowledged as full consideration for right of way and also for damages occasioned by installingthe first line. Grantee to be responsible for damages to growing crops, occasioned by making future repairs to said line, and the laying and maintaining other lines, covering certain lands in Creek County, Oklahoma, State, described as follows, to-wit:

The East Half of the Northeast Quarter Section 6, Township 15 North, Range 7 East, This is no part of my homestead.

IN WITNESS WHEREOF, The Grantor has hereunto set my hand and seal this 13th day of March, 1926.

M. R. Graves, (SEAL)

STATE OF CALIFORNIA  
SS.  
County of Los Angeles.

On this 13th day of March, 1926, before me, the undersigned a Notary Public, in and for the County and State aforesaid, personally appeared M. R. Graves, to me known to be the identical person who executed the within and forgoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the use and purposes therein set forth.

WITNESS MY HAND and seal this 13th day of March, 1926.

My commission expires Dec 25, 1928.  
(Notary Seal Los Angeles Co. Cal.)

J. H. Crosby,  
Notary Public.

STATE OF OKLAHOMA  
COUNTY OF CREEK

THIS instrument was filed in my office for record on Apr. 30, 1926 8 o'clock A.M. and duly recorded in Book 330 of Page 404.

(SEAL)

Erma Morris,  
County Clerk.

*James W. Williams*

COMPALED



36899

RIGHT OF WAY CONTRACT.

For and in consideration of the sum of 50 cents per rod, to us in hand paid receipt of which is hereby acknowledged M. R. Graves & L. Graves, her husband, does hereby grant to Cities Service Gas Company, its successors and assigns, the use of a right of way to lay, maintain, alter, repair, operate, remove and relay parallel Pipe Lines for the transportation of oil and gas. Said sum is acknowledged as full consideration for right of way, and also for damages occasioned by installing the first line. Grantee to be responsible for damages to growing crops occasioned by making future repairs of said line, and the laying and maintaining other lines, covering certain lands in Creek County, Oklahoma State, described as follows, to-wit:

The E2 of NE4 of Section 8 Township 15 Range 7 E.

IN WITNESS WHEREOF, The Grantor has hereunto set out hand and seal this --- day of June 1928

M.R.Graves (SEAL)  
L. Graves (SEAL)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES ss.

On this 6th day of June, 1928, before me, the undersigned, a Notary Public in and for the County and State, aforesaid personally appeared M.R.Graves and L. Graves, her husband to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 6th day of June 1928

My commission expires  
June 26th, 1928  
(Notary SEAL)  
Los Angeles Co. Calif.

H.P.Walters  
Notary Public  
in and for the County of  
Los Angeles, State of  
California

State of Oklahoma  
County of Creek

This instrument was filed in my office for record on Jun 25, 1928  
1 o'clock P.M. and duly recorded in Book 358 at page 395

Erma Morris  
County Clerk  
By Francea Dalman,  
Deputy

(SEAL)

*Erma Morris  
notary*



COMP  
Fischer

5 9 6 5 4

RIGHT OF WAY GRANT - Pipeline

FOR AND IN CONSIDERATION of One Hundred and Twenty (\$120.00) Dollars, to the undersigned in hand paid, the receipt of which is hereby acknowledged, I, or we do hereby grant to Tidal Pipe Line Company, a corporation, organized under the laws of the State of Oklahoma, and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right to lay, maintain, operate, and remove a pipe line for the transportation of oil, gas or water, and erect, maintain, operate and remove a telegraph line if the same shall be found necessary, on, over, or through the following described lands to-wit:

The Northwest Quarter, and the East Half of the Northeast quarter of Section Eight (8) Twp. (15) Fifteen N. Rg. 7 E, of Section 8, Township 15, Range 7 in Creek County, State of Oklahoma,

with ingress and egress to and from the same. The grantor, his heirs and assigns, may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, and shall pay therefor a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Co. its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS my hand this fifth day of June, A. D. 1942.

(55¢ Revenue stamps attached and cancelled.) Job 4120 240 Rods

HENDERSON G. HARRINGTON.

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF CREEK ) SS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this Fifth day of June, 1942, personally appeared Henderson G. Harrington 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 notarial seal the day and year first above written.

(SEAL) My commission expires:  
Sept. 9, 1943.

STANLEY T. ALCOTT,  
Notary Public

STATE OF OKLAHOMA )  
COUNTY OF CREEK )

THIS INSTRUMENT was filed in my office for record on Jul 17, 1942, 2:30 o'clock P. M. and duly recorded in book 486, page 519.

(SEAL)

W. B. KEY, County Clerk  
By: LEOTA WETZEL, Deputy

COMP  
Fischer

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STATE OF OKLAHOMA  
COUNTY OF CREEK

This instrument was filed in accordance with the provisions of Act No. 103, Session Laws of 1906, for record in

ASSIGNMENT OF RIGHT OF WAY EASEMENTS

AUG 23 1957

Book 486, Page 519  
By Bob Lucas, County Clerk  
Deputy

KNOW ALL MEN BY THESE PRESENTS:

That TIDEWATER OIL COMPANY, a corporation, with offices in Tulsa, Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid, receipt of which is hereby acknowledged, has bargained, sold, assigned and conveyed, and does hereby bargain, sell assign and convey to KEHR-McGEE OIL INDUSTRIES, INC., a corporation, with offices in Oklahoma City, Oklahoma, all of its right, title and interest in and to the following described right of way grants, to wit:

- R/W-256 1) Right of way grant dated June 9, 1942, by Estate Land Company to Tidal Pipe Line Company, recorded in Book 491, Page 618, and covering the N/2 NW/4 and NW/4 NE/4 of Section 7-15N-7E, Creek County, Oklahoma.
- R/W-257 2) Right of way grant dated November 19, 1943, by Estate Land Company to Tide Water Associated Oil Company, recorded in Book 507, Page 37, and covering the NW/4 NW/4 of Section 7-15N-7E, Creek County, Oklahoma.
- R/W-258 3) Right of way grant dated June 5, 1942, by Wilbert Harrington to Tidal Pipe Line Company, recorded in Book 486, Page 519, and covering the NE/4 NE/4 of Section 7-15N-7E, Creek County, Oklahoma.
- R/W-259 4) Right of way grant dated June 5, 1942, by Henderson G. Harrington to Tidal Pipe Line Company, recorded in Book 486, Page 519, and covering the NW/4 and E/2 NE/4 of Section 8-15N-7E, Creek County, Oklahoma. X
- R/W-260 5) Right of way grant dated June 5, 1942, by R. J. Koch to Tidal Pipe Line Company, recorded in Book 491, Page 619, and covering the NW/4 NE/4 of Section 8-15N-7E, Creek County, Oklahoma.
- R/W-261 6) Right of way grant dated June 5, 1942, by Ernest R. Anthis to Tidal Pipe Line Company, recorded in Book 491, Page 619, and covering the NW/4 of Section 9-15N-7E, Creek County, Oklahoma.
- R/W-262 7) Right of way grant dated June 5, 1942, by Frank Mike to Tidal Pipe Line Company, recorded in Book 486, Page 520, and covering the W/2 NE/4 NE/4 of Section 9-15N-7E, Creek County, Oklahoma.
- R/W-263 8) Right of way grant dated June 27, 1942, by Pauline Jackson, nee Abraham, Fannie Abraham, Jack Abraham, Louis Abraham, Herbert Abraham, and Francile Abraham, now Moore, to Tidal Pipe Line Company, recorded in Book 486, Page 521, and covering the E/2 NE/4 NE/4 of Section 9-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.
- R/W-264 9) Right of way grant dated February 5, 1949, by Earl Schiller to Tidewater Associated Oil Company, recorded

In Book 575, Page 85, and covering 100 rods of Pipe Line Right of Way across the NW/4 of Section 10-15N-7E, Creek County, Oklahoma.

R/W - 265

- 10) Right of way granted July 13, 1933, by M. R. Bruce to Tidal Pipe Line Company, recorded in Book 421, Page 140, and covering E/2 SE/4 of Section 9-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.

R/W - 266

- 11) Right of way grant dated April 16, 1930, by O. O. Owens to Tidal Pipe Line Company, recorded in Book 376, Page 691, and covering an undivided 2/5 interest in E/2 NE/4 of Section 16-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.

R/W - 267

- 12) Right of way grant dated April 25, 1933, by O. O. Owens, R. E. Hodge, Gdn., and Gus L. Corey to Tidal Pipe Line Company, recorded in Book 418, Page 486, and covering NE/4 SE/4 of Section 16-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.

R/W - 268

- 13) Right of way grant dated May 21, 1935, by Millie Bullett, J. B. Castle, and Roy White to Tidal Pipe Line Company, recorded in Book 432, Page 579, and covering SE/4 SE/4 of Section 16-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.

R/W - 269

- 14) Right of way grant dated March 22, 1930, by J. T. Smith and F. S. Lozier to Tidal Pipe Line Company, recorded in Book 385, Page 169, and covering E/2 NE/4 of Section 21-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.

By Instrument dated November 1, 1945, Tide Water Associated Oil Company, then owner of the above described rights of way, assigned to Pure Transportation Company the rights of way described in subparagraphs 8), 10), 11), 12), 13) and 14), reserving the right to maintain and operate the four-inch pipeline described in the following paragraph, together with the right to remove the same and ingress and egress for said purposes. This assignment is subject to the rights previously assigned thereby.

For the same consideration TIDEWATER OIL COMPANY has bargained, sold, conveyed and delivered, and does hereby bargain, sell, convey and deliver to the said KERR-McGEE OIL INDUSTRIES, INC., approximately 15,875 feet of four-inch pipe line running from the Northwest corner of Section 7, Easterly along the North side of Sections 7, 8 and 9 to the Northwest corner of Section 10; and approximately 10,756 feet of four-inch pipeline running from the Northwest corner of Section 10, Southwardly along the West side of said Section into the Southwest Quarter of Section 10, thence across the section line into the Southeast Quarter of Section 9, thence Southwardly along the East side of Section 9 and along the East side of Section 16 and into the Northeast Quarter of Section 21, all in Township 15 North, Range 7 East, Creek County, Oklahoma.

CONFIRMED  
Notary of Dec 28

State of Oklahoma  
County of Creek  
This instrument was filed in my office for record on MAY 23, 1928 2:30 o'clock  
P.M. and duly recorded in Book 368 of Page 167.  
ERMA MORRIS...COUNTY CLERK  
(Seal)  
By Frances Delman...Deputy

36153

RIGHT OF WAY CONTRACT  
9965

For and in consideration of the sum of \$42.50 (Forty-two and 50/100 Dollars), to me in hand paid, receipt of which is hereby acknowledged, I, the undersigned, do hereby grant to Cities Service Gas Company, its successors and assigns, the use of a right-of-way to lay, maintain, alter, repair, operate, remove, and relay a Pipe Line for the transportation of gas. Said sum is acknowledged as full consideration for right-of-way, and also for damages occasioned by installing the Line. Grantee to be responsible for damages to growing crops, Occasioned by making future repairs to said Line, and grantee by the acceptance of this grant, agrees to lay said line to a depth of sixteen inches below the surface of the land and in such a manner as to interfere as little as possible with the surface thereof, covering certain lands in Creek County, Oklahoma State, described as follows:

Northeast Quarter of the Southwest Quarter of Section Eight (8), Township Fifteen (15) North, Range Seven (7) East;

The above premises constitute no part of the homestead of myself or family.

IN WITNESS WHEREOF: The Grantor has hereunto set his hand and seal this 21st day of May, 1928

Edmund Lashley (Seal)

STATE OF Oklahoma  
COUNTY Tulsa

On this 21st day of May, 1928, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared Edmund Lashley 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 use and purposes therein set forth.

WITNESS MY HAND and seal this 21st day of May, 1928

My commission expires June 21, 1928  
(Notary Seal Tulsa Co, Okla.)

Russell B. James  
Notary Public

CONFIRMED  
Notary of Dec 28

STATE OF OKLAHOMA  
COUNTY OF CREEK  
This instrument was filed in my office for record on MAY 24, 1928 1 o'clock P.M.  
and duly recorded in Book 368 of Page 171.  
ERMA MORRIS...COUNTY CLERK  
(Seal)  
By Frances Delman...Deputy

58257

RIGHT OF WAY GRANT---PIPELINE

FOR AND IN CONSIDERATION OF Fifty-seven Dollars (\$57.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company, a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and erect, maintain, and operate a telegraph or telephone line, of the same shall be found necessary, on, over, or through the following described lands, to-wit:

East One-half (1/2) of the Southwest Quarter (1/4)  
(Said line to run in a northeasterly and southwesterly  
direction approximately 114 rods across said land, beginning  
near the northeast corner of the same)

of Section 8 Township 15 North, Range 7 East in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grantor his heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained, and determined by three disinterested persons one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Company, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises. The grantor represents that the above described land is no part of his legal homestead.

WITNESS my hand this 2nd day of August A. D. 1928  
Edmund Lashley

Oklahoma Kansas Form Acknowledgment

State of Oklahoma  
County of Tulsa

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of August 1928 personally appeared Edmund Lashley to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.  
Emma F. Jackson  
Notary Public

My Commission expires May 23, 1932.  
Notary Public Seal  
Tulsa County, Okla.

State of Oklahoma  
County of Creek

This instrument was filed in my office for record on Aug 21 1928 9:30 o'clock A. M. and duly recorded in Book 568 of Page 566.

(Seal)

EMMA MORRIS---COUNTY CLERK  
By Frances Dolman---DEPUTY

COMPARED  
D. MORRIS

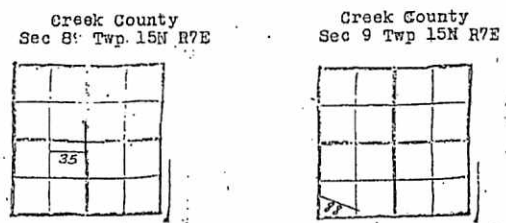
10451

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That Alpha B. Rowsey of Muskogee County, Oklahoma and C. C. Harwell and Edmund Lashley of Tulsa County, State of Oklahoma in consideration of the sum of --- Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

E 1/2 of SW 1/4 of Section 8, and the SW 1/2 of SW 1/4 of Section 9 as indicated by red lines on the following plat,



of Section-----, Township 15 North, Range 7 E in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grant or his heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages which may arise to crops and fences from laying, maintaining and operating said pipe lines or lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And for the consideration aforesaid it is hereby further agreed that the said grantee, its successors or assigns may at any time have the right to change size of its pipes, the damages to crops and fences, if any, in making such change to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said The Pure Oil Pipe Line Company its successors and assigns, so long as the same shall be useful for the purposes desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that upon request the pipe line shall be buried so as not to interfere with cultivation of the premises.

WITNESS our hands this 7th day of September, A. D. 1932.

Witnesses: Edmund Lashley  
C. C. Harwell  
Alpha B. Rowsey

STATE OF Oklahoma )  
County of Tulsa ) SS.

On this the 8th day of September, 1932, before me the undersigned, a Notary Public, within and for the State aforesaid, appeared Edmund Lashley, C. C. Harwell and Alpha B. Rowsey to me well known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires January 15th 1934 M. L. Cooley  
Notary Public.

(NOTARY SEAL)  
State of Oklahoma. Tulsa

STATE OF OKLAHOMA,  
COUNTY OF CREEK,  
This instrument was filed in my office for record on JAN 17, 1933 8 o'clock A. M., and duly recorded in Book 419 Page 77.

(SEAL) PAUL ZIMMERMAN, County Clerk  
By O. E. Allen, Deputy

O. E. Allen

1954 - 1954

CREEK COUNTY, OKLAHOMA  
ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That for a valuable consideration, the receipt of which is hereby acknowledged, The Pure Oil Pipe Line Company, an Ohio corporation, does hereby sell, assign, transfer, set over and deliver unto Pure Transportation Company, an Ohio corporation, duly admitted and qualified to do business in the State of Oklahoma, with its principal office in the City of Muskogee, its successors and assigns, all the right, title, estate and interest of said The Pure Oil Pipe Line Company, in, to, and under the rights of way and under the rights of way and easements shown on Schedule "A" attached hereto and made a part hereof, as fully as if written herein, together with all property and fixtures of The Pure Oil Pipe Line Company located in or upon said rights of way, and easements.

To have and to hold said rights of way, easements, property and fixtures, unto said Pure

Transportation Company, its successors and assigns, effective on and after December 1st, 1934, with the understanding and agreement that Pure Transportation Company will assume and perform all of the terms and conditions of said rights of way and easements, which heretofore have devolved upon The Pure Oil Pipe Line Company.

IN WITNESS WHEREOF said The Pure Oil Pipe Line Company has had hereunto affixed its name and corporate seal by its duly authorized officers this 27th day of November, 1934.

ATTEST:

THE PURE OIL PIPE LINE COMPANY

C. H. Jay  
Assistant Secretary

(CORP SEAL)

By A. C. Harvey  
Vice-President.

STATE OF ILLINOIS }  
                          } SS.  
COUNTY OF COOK     }

Before me, the undersigned Notary Public in and for said County and State on this day personally appeared A. C. Harvey, Vice-President and C. H. Jay, Assistant Secretary of The Pure Oil Pipe Line Company, a corporation, both known to me to be the persons whose names are subscribed to the foregoing instrument, and being by me duly sworn said, that they are the Vice-President and Assistant Secretary respectively of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that they severally signed and sealed said instrument in behalf of said corporation, for the purposes and consideration therein expressed and by authority of its Board of Directors, and in their respective capacities said officers acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and notarial seal this 27th day of November, 1934.

My commission expires Feb. 23, 1935

Frances A. Hutchison  
Notary Public  
Cook County, Illinois.

(NOTARY SEAL)  
Cook County, Illinois.

CREEK COUNTY, OKLAHOMA  
SCHEDULE "A"

1. Rights-of-Way-

All interest now owned in rights-of-way across the restricted Indian Lands of Turner Holuby in the NE<sup>1</sup>/<sub>4</sub> of Section 13-15-7, Lewis Starr in the NW<sup>1</sup>/<sub>4</sub> of Section 18-15-8, and Lizzie Starr in the NE<sup>1</sup>/<sub>4</sub> of Section 18-15-8.

Grantor	Volume	Page
T. K. Simmons	412	616
Joe Abraham Est.	412	615
Mattie Kinch	412	614
C. W. Kinch	412	614
Troy Spangler	412	613
M. R. Bruce	412	612
E. E. Horany	412	611
Emms Robertson	412	610
Alpha B. Rowsey et al	419	77 X
H. W. Hicks	412	609 X
J. T. Watson	412	608 X
Joe Abraham Est.	412	608 X
Robert L. Jones	412	607
F. E. Stephens	412	606
G. W. Bailey	367	467
Sara D. Peters et al	367	469
Lizzie Starr Barnett	367	463
Lewis Starr	367	462
C. O. Beaver	351	63
W. D. Hinton et al	351	65
Joe Donaldson et al	351	65
Lenna A. Lumm	351	67
C. H. Leban et al	350	486
N. R. Allen	350	378
Seth B. Atwood	350	379
Earl A. Towner	350	426
Archie K. Wright et al	350	379
L. O. Shannon	351	96
A. Conner	351	68
Marian B. Flesher	350	380
J. A. Watson	351	68
R. E. Strein	350	381
H. I. Shirley et al	350	425
Samuel Dix	271	505
Prairie O. & G. Co.	246	228
Mayme Walker et al	271	503
H. U. Bartlett	271	504
M. Jones	246	230
Jobe Cole	271	508
C. E. Hane	246	256
C. C. Taylor	271	509
Cosden Oil & Gas Co.	271	514
Newell M. Scott	271	510
Albert L. Eberhart	271	513
B. B. Jones	246	237
H. B. Martin Gdn.	246	238
Shaffer Oil & Refining Co.	271	511
Irene Stickler	271	512



Grantor	Volume	Page
Frank Barnes	271	510
S. C. Waggoner	271	497
C. B. Kanady	246	221
Ray S. Alwood et al	271	498
High King Jr.	246	222
J. A. Dickerson et al	271	499
J. A. Dickerson et al	246	223
Chas. McGinty	271	500
J. A. Dickerson et al	246	224
Knox M. Rowe	246	225
Melah Manley	271	500
R. L. Simpson	246	226
Linda Toney	271	501
Maria Greiner	246	227
Mattie Kinch	271	502
T. V. McMahan et al	271	506
C. P. Davis et al	246	231
H. J. Powell	271	504
Chas. Carson	271	513
W. W. Groom	246	241
O. S. Coppedge	246	240
Mary Ponds	246	239
Charles C. Curl	271	506
A. H. Purdy Gdn.	246	252
G. W. Bailey	246	253
G. W. Davis	352	116

2. All interest in pump station site located in Section 17, Twp. 15 N, Range 8 E, covering two acres of land, used as site for Lena Yahola Station.

All interest in pump station site located in NW corner of NE $\frac{1}{4}$  of Section 32, Twp 18 N, Range 7 E, covering two acres.

3. Telephone & Telegraph Rights-of-way-

(a) Permit from Atchison, Topeka and Santa Fe Railway Co., From MP-15 plus 737.4 to MP-15 plus 761.4 near Grov, permit dated August 8, 1930.

(b) Permit from Deep Rock Oil Corporation, Co., beginning at a point in Section 32-18-7, at pole #3 to pole #328 in Section 9-16-7

(c) Permit for two wires on 534 poles belonging to Deep Rock Oil Corp., between sections 28 & 29, Twp. 16 N, Range 8 E, to a point east in Section 4-16-7, near the town of Shemrock then north to a point in Section 33, Twp., 18 N, Range 7 E, near Drumright, permit dated July 31, 1924.

STATE OF OKLAHOMA

COUNTY OF CREEK

This instrument was filed in my office for record on DEC 1 1934 9:45 o'clock A. M., and duly recorded in Book 429 Page 513.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By O. E. Allen, Deputy

08441/03-10-87

87 6328

UNION-SPEER ABSTRACT CO,  
22 S. Park - P. O. Box 710  
Sapulpa, Oklahoma 74066

Right-of-Way Agreement

STATE OF OKLAHOMA  
COUNTY OF CREEK

THIS INSTRUMENT WAS FILED

FOR RECORD ON

3:20 MAY 8 - 1987

2 o'clock p.m. and duly recorded in  
Book 220 Page 1137-37

ROMA LEE GRANHAM, County Clerk  
By *[Signature]* Deputy

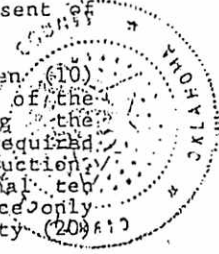
James W. Owens, party of the first part, hereinafter referred to as "Grantor", who covenants and warrants that he is the owner of the lands hereinafter described and has the right, title and capacity to grant the Right-of-Way herein granted, for and in consideration of Ten Dollars and the mutual covenants hereinafter set forth for Right-of-Way and other valuable consideration for Damages during initial construction, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign and convey to KERR-MCGEE CORPORATION, a Delaware corporation with principal offices in the Kerr-McGee Center, Oklahoma City, Oklahoma 73125, party of the second part, hereinafter referred to as "Grantee", its successors and assigns, the following rights, privileges and authorities:

1. To lay, maintain, operate, inspect, repair, alter, replace and remove one (1) pipeline for the transportation of oil, gas and/or petroleum products on, over and through a strip or parcel of lands of the Grantor in the Southeast Quarter (SE/4) of Section 5 and the Northeast Quarter (NE/4) of Section 8, both in Township 15 North, Range 7 East, Creek County, Oklahoma, said strip or parcel of land being twenty (20) feet in width, that is to say ten (10) feet on each side of the proposed pipeline as same will be located and constructed over and across the described land; the centerline of the Right-of-Way in Section 5 shall be a maximum of seventy-five (75) feet and in a straight as line as possible down the old road right-of-way west of the county road running along the east line of the Southeast Quarter (SE/4) of Section 5; the centerline of the Right-of-Way in Section 8 shall extend from the north line of Section 8 to the existing east-west pipeline of Grantee approximately eighty (80) feet south of the north section line. It is expressly understood and agreed that this Right-of-Way is granted only for the purpose of laying, operating, inspecting, repairing, altering, replacing and removing the aforesaid pipeline, which shall in no event exceed eight (8) inches in diameter, and Grantee shall not be entitled to install any drips, valves, meters or other appurtenances in said Right-of-Way without the express prior written consent of the Grantor.

2. Grantee shall have the right to use up to ten (10) feet of the land of the Grantor adjacent to either side of the Right-of-Way (being an over-all width including the Right-of-Way of thirty (30) feet) as may be reasonably required by Grantee in connection with the construction, reconstruction, maintenance or removal of the pipeline, such additional ten (10) feet being herein granted as temporary working space only with the permanent width of the Right-of-Way to be twenty (20) feet as aforesaid.

3. For the purpose of exercising the rights granted pursuant to the foregoing paragraphs, Grantee shall have the rights of ingress to and egress from the Right-of-Way over and through the lands of the Grantor lying adjacent to the Right-of-Way and to use Grantor's roads, lanes, bridges and gates for such purpose, it being expressly understood and agreed that Grantee shall not have the right to cut any of Grantor's fences for any purpose.

4. No Walnut trees shall be cut or removed and their root systems shall not be damaged by ditching operations. Any hickory trees that must be removed shall be removed by sawing down & The limbs shall be removed by sawing and the timbers shall be stacked in a pile along the pipeline right-of-way. With the hickory tree exception or walnut trees, Grantee shall have the right to remove and/or trim any trees



1137

R/W 1425

000214



89 12313

ASSIGNMENT AND  
BILL OF SALE

610v/89-1002

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

11:50 OCT 18 1989  
Book 255 Page 223-34  
BETTY RENTZ, County Clerk  
By [Signature] Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. E. CROSBIE, INC. and WARREN PETROLEUM CORPORATION were the owners of a Gas Processing Plant on land located in the N/2 NE/4 NE/4 of Section 21, Township 15 North, Range 7 East, Creek County, Oklahoma; and

WHEREAS, KERR-McGEE Corporation has succeeded to the interest in said Plant and appurtenant Gas Gathering System that was formerly owned by J. E. Crosbie, Inc, and Warren Petroleum Company, a division of Chevron, U.S.A., Inc., is the present owner of the interest formerly held by Warren Petroleum Corporation.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is acknowledged, KERR-McGEE CORPORATION, a Delaware corporation, whose mailing address is P.O. Box 25861, Oklahoma City, Oklahoma 73125, and WARREN PETROLEUM COMPANY, a Division of Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is P.O. Box 1589, Tulsa, Oklahoma 74102 (hereinafter called "Grantors"), do hereby grant, sell, convey, transfer and assign to ASSOCIATED NATURAL GAS, INC., a Colorado corporation, whose mailing address is P.O. Box 5660, Denver, Colorado 80217, Grantee, the following described property situated in Creek, Lincoln and Okfuskee Counties, Oklahoma:

222

(a) The gas processing plant and installed propane fractionation facility situated in Creek County, Oklahoma, known as the "Milfay Plant" ("Plant"), located on lands leased by Grantors in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twenty-one (21), Township Fifteen North (T15N), Range Seven East (R7E), including said plant site lease (which is more particularly described in Exhibit "A" attached hereto) and all buildings, improvements, facilities, fixtures, machinery, equipment, appliances, storage tanks (including, without limitation, propane, butane and gasoline storage tanks) and other tangible personal property located at or used in connection with such Plant, as well as all other tangible properties of whatsoever character and all rights associated therewith (except cash and accounts receivable that shall have accrued prior to the Closing);

(b) The gas gathering system (herein referred to as the "pipeline gathering system") serving the Plant, consisting of approximately one hundred eighty (180) miles of pipeline situated in Creek, Lincoln, and Okfuskee Counties, Oklahoma (the general location of the major lines comprising the pipeline gathering system is shown on the map attached hereto as Exhibit "B-1"), including all compressor, tank and pump sites held in fee, compressor, tank and pump site leases and other surface leases, if any (a full legal description of said fee and leasehold

223

EXHIBIT B-2

R.O.W. # 333  
GRANTOR: KINCH, JAS. J. INSTRUMENT DATE: 11-May-26  
INSTRUMENT FILED IN BOOK # 340, PAGE 289, CREEK COUNTY, OKLAHOMA ✓  
NW/4 Section 12, T. 15 N, R. 7 E.

R.O.W. # 334  
GRANTOR: JONES, BERNARD B. INSTRUMENT DATE: 20-Oct-26  
INSTRUMENT FILED IN BOOK # 340, PAGE 128, CREEK COUNTY, OKLAHOMA ✓  
NW/SE Section 33, T. 18 N, R. 7 E.

R.O.W. # 335  
GRANTOR: JONES, M. BY JONES, E.L. HIS ATT'Y IN FACT INSTRUMENT DATE: 20-Oct-26 ✓  
INSTRUMENT FILED IN BOOK # 339, PAGE 212, CREEK COUNTY, OKLAHOMA.  
S/2-SE/4 Section 31, T. 18 N, R. 7 E.

R.O.W. # 336  
GRANTOR: JONES, MONTFORT INSTRUMENT DATE: 20-Oct-26  
INSTRUMENT FILED IN BOOK # 339, PAGE 212, CREEK COUNTY, OKLAHOMA ✓  
W/2-NW/4 & W/2-SW/4 Section 10, T. 17 N, R. 7 E.

PAGE 50  
R.O.W. # 337  
GRANTOR: PERRYMAN, ALEX INSTRUMENT DATE: 25-Oct-26  
INSTRUMENT FILED IN BOOK # 340, PAGE 129, CREEK COUNTY, OKLAHOMA ✓  
S/2-SW/4 Section 14, T. 16 N, R. 7 E.

R.O.W. # 338  
GRANTOR: JONES, B.B. INSTRUMENT DATE: 27-Oct-26  
INSTRUMENT FILED IN BOOK # 340, PAGE 127, CREEK COUNTY, OKLAHOMA ✓  
W/2-SW/4 Section 11, T. 16 N, R. 7 E.

R.O.W. # 339  
GRANTOR: BAILEY, G.W. INSTRUMENT DATE: 28-Oct-26  
INSTRUMENT FILED IN BOOK # 339, PAGE 293, CREEK COUNTY, OKLAHOMA ✓  
NW Section 14, T. 16 N, R. 7 E.

R.O.W. # 340  
GRANTOR: KINCH, MATTIE INSTRUMENT DATE: 29-Oct-26  
INSTRUMENT FILED IN BOOK # 340, PAGE 130, CREEK COUNTY, OKLAHOMA ✓  
W/2-SW/4 Section 12, T. 15 N, R. 7 E.

R.O.W. # 341  
GRANTOR: COOPER, J.D. & LOTTIE INSTRUMENT DATE: 29-Oct-26 ✓  
INSTRUMENT FILED IN BOOK # 340, PAGE 129, CREEK COUNTY, OKLAHOMA.  
SE/4 Section 23, T. 16 N, R. 7 E.  
S/2-NE/4 Section 26, T. 16 N, R. 7 E. ✓

R.O.W. # 342  
GRANTOR: BARTLEY DEVELOPMENT SYNDICATE #1 BY TRUSTEES INSTRUMENT DATE: 30-Oct-26 ✓  
INSTRUMENT FILED IN BOOK # 339, PAGE 294, CREEK COUNTY, OKLAHOMA.  
NE/4 Section 35, T. 16 N, R. 7 E. ✓

R.O.W. # 343  
GRANTOR: LEE, LILLIAN & MCGILL, J.R. INSTRUMENT DATE: 01-Nov-26  
INSTRUMENT FILED IN BOOK # 339, PAGE 423, CREEK COUNTY, OKLAHOMA ✓  
E/2-SE/NE Section 2, T. 15 N, R. 7 E.

R.O.W. # 344  
GRANTOR: CROMIN, F.N. INSTRUMENT DATE: 03-Nov-26  
INSTRUMENT FILED IN BOOK # 339, PAGE 424, CREEK COUNTY, OKLAHOMA ✓  
E/2-SW/4 Section 24, T. 15 N, R. 7 E.  
W/2-SE/4 Section 24, T. 15 N, R. 7 E.

## EXHIBIT B-2

R.O.W. # 358  
GRANTOR: BUTTRAM, FRANK & Wm A & NEWBY, E.R. INSTRUMENT DATE: 11-May-27 ✓  
INSTRUMENT FILED IN BOOK # 355, PAGE 111, CREEK COUNTY, OKLAHOMA.  
NE/NW Section 15, T. 17 N, R. 7 E.

R.O.W. # 359  
GRANTOR: CORNELIUS, MILLIE L., RALPH P., & et als INSTRUMENT DATE: 16-May-27 ✓  
INSTRUMENT FILED IN BOOK # 352, PAGE 581, CREEK COUNTY, OKLAHOMA.  
NE/NE (LOT 1) Section 3, T. 16 N, R. 7 E.

R.O.W. # 360  
GRANTOR: THOMPSON, L.S. & MARY R. INSTRUMENT DATE: 26-Aug-27 ✓  
INSTRUMENT FILED IN BOOK # 356, PAGE 103, CREEK COUNTY, OKLAHOMA.  
W/2-SE/4 Section 26, T. 16 N, R. 7 E.

R.O.W. # 361  
GRANTOR: FOLLAHSBEE, C.L. INSTRUMENT DATE: 26-Sep-27 ✓  
INSTRUMENT FILED IN BOOK # 355, PAGE 564, CREEK COUNTY, OKLAHOMA.  
N/2-NW/NE/NE Section 34, T. 17 N, R. 7 E.

R.O.W. # 362  
GRANTOR: SMITH, J.T. & LOZIER, F.S. INSTRUMENT DATE: 22-Mar-30 ✓  
INSTRUMENT FILED IN BOOK # 304, PAGE 342, CREEK COUNTY, OKLAHOMA.  
E/2 OF NE/4 Section 21, T. 15 N, R. 7 E.

R.O.W. # 363  
GRANTOR: OWENS, D.O. INSTRUMENT DATE: 16-Apr-30 ✓  
INSTRUMENT FILED IN BOOK # 376, PAGE 691, CREEK COUNTY, OKLAHOMA. ✓  
NE Section 4, T. 15 N, R. 7 E. ✓  
E/2 OF NE/4 Section 16, T. 15 N, R. 7 E. ✓

X R.O.W. # 364  
GRANTOR: HORANY, E.E. INSTRUMENT DATE: 22-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 611, CREEK COUNTY, OKLAHOMA. ✓  
SW/4-SE/4 Section 9, T. 15 N, R. 7 E.

R.O.W. # 365  
GRANTOR: ROBERTSON, EMMA INSTRUMENT DATE: 23-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 610, CREEK COUNTY, OKLAHOMA. ✓  
SE/4-SW/4 Section 9, T. 15 N, R. 7 E.

X R.O.W. # 366  
GRANTOR: HICKS, H.W. INSTRUMENT DATE: 23-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 609, CREEK COUNTY, OKLAHOMA. ✓  
A STRIP 17 RODS WIDE OFF E-SIDE SE/4 Section 8, T. 15 N, R. 7 E.

✓ R.O.W. # 367  
GRANTOR: BRUCE, M.R. INSTRUMENT DATE: 24-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 612, CREEK COUNTY, OKLAHOMA. ✓  
ALONG SOUTH BORDER OF SE/4-SE/4 Section 9, T. 15 N, R. 7 E.

R.O.W. # 368  
GRANTOR: ABRAHAM, HERBERT, TRUSTEE OF JOE ABRAHAM EST INSTRUMENT DATE: 25-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 608, CREEK COUNTY, OKLAHOMA.  
W/2-SW/4 Section 8, T. 15 N, R. 7 E. ✓  
E/2-SE/4 Section 7, T. 15 N, R. 7 E. ✓

X R.O.W. # 369  
GRANTOR: WATSON, J.T. INSTRUMENT DATE: 27-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 608, CREEK COUNTY, OKLAHOMA. ✓  
NE/SE AND NE/SE AND SE/SE Section 8, T. 15 N, R. 7 E.

R.O.W. # 370  
GRANTOR: JONES, ROBERT INSTRUMENT DATE: 31-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 607, CREEK COUNTY, OKLAHOMA. ✓  
SW/4-NE/4 AND N/2-NW/4 Section 7, T. 15 N, R. 7 E.

EXHIBIT B-2

- R.O.W. # 171  
 X GRANTOR: LASHLEY, EDUARD et al INSTRUMENT DATE: 07-Sep-32  
 INSTRUMENT FILED IN BOOK # 419, PAGE 77, CREEK COUNTY, OKLAHOMA.  
 E/2-SW/4 Section 8, T. 15 N, R. 7 E.  
 X SW/4-SW/4 Section 9, T. 15 N, R. 7 E.
- PAGE 55  
 R.O.W. # 172  
 GRANTOR: OWENS, O.O. & COREY, GUS L. & HOOGE, R.E. gdn INSTRUMENT DATE: 25-Apr-33  
 INSTRUMENT FILED IN BOOK # 418, PAGE 486, CREEK COUNTY, OKLAHOMA.  
 NE/4 SE/4 Section 16, T. 15 N, R. 7 E.
- R.O.W. # 173  
 X GRANTOR: BRUCE, M.R. INSTRUMENT DATE: 13-Jul-33  
 INSTRUMENT FILED IN BOOK # 421, PAGE 140, CREEK COUNTY, OKLAHOMA.  
 E/2 OF SE/4 Section 1, T. 15 N, R. 7 E.
- R.O.W. # 174  
 GRANTOR: COLLANSBEE, C.L. & HALL, G.C. INSTRUMENT DATE: 27-Jan-34  
 INSTRUMENT FILED IN BOOK # 426, PAGE 229, CREEK COUNTY, OKLAHOMA.  
 NE/NE Section 2, T. 15 N, R. 7 E.
- R.O.W. # 175  
 GRANTOR: CASTLE, J.B. et al INSTRUMENT DATE: 21-May-35  
 INSTRUMENT FILED IN BOOK # 432, PAGE 579, CREEK COUNTY, OKLAHOMA.  
 SE/4 SW/4 Section 16, T. 15 N, R. 7 E.
- R.O.W. # 176  
 GRANTOR: LILLEY, ANNIE INSTRUMENT DATE: 12-Jul-39  
 INSTRUMENT FILED IN BOOK # 461, PAGE 484, CREEK COUNTY, OKLAHOMA.  
 W/2-NE/4 Section 29, T. 14 N, R. 7 E.
- R.O.W. # 177  
 GRANTOR: COLLANSBEE, C.L. INSTRUMENT DATE: 13-Jul-39  
 INSTRUMENT FILED IN BOOK # 461, PAGE 485, CREEK COUNTY, OKLAHOMA.  
 SW/4-NW/4 Section 29, T. 14 N, R. 7 E.
- R.O.W. # 178  
 GRANTOR: CORDELL, JOHN INSTRUMENT DATE: 13-Jul-39  
 INSTRUMENT FILED IN BOOK # 461, PAGE 485, CREEK COUNTY, OKLAHOMA.  
 SE/4-NW/4 Section 29, T. 14 N, R. 7 E.
- R.O.W. # 179  
 GRANTOR: JORDAN, EUGENE INSTRUMENT DATE: 26-Jul-39  
 INSTRUMENT FILED IN BOOK # 462, PAGE 612, CREEK COUNTY, OKLAHOMA.  
 E/2-NE/4 Section 29, T. 14 N, R. 7 E.
- R.O.W. # 180  
 GRANTOR: TAYLOR, M.E. & FLORA INSTRUMENT DATE: 29-Feb-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 225, CREEK COUNTY, OKLAHOMA.  
 NW/NE Section 11, T. 14 N, R. 7 E.
- R.O.W. # 181  
 GRANTOR: HOLDERFIELD, NOBLE & NETTIE INSTRUMENT DATE: 29-Feb-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 225, CREEK COUNTY, OKLAHOMA.  
 SW/4-NW/4 Section 11, T. 14 N, R. 7 E.
- R.O.W. # 182  
 GRANTOR: HENDERSON, J.E. & SUSIE E. INSTRUMENT DATE: 01-Mar-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 224, CREEK COUNTY, OKLAHOMA.  
 SE/4-NE/4 Section 10, T. 14 N, R. 7 E.
- R.O.W. # 183  
 GRANTOR: WHITE, CHARLES M. & MARY E. INSTRUMENT DATE: 02-Mar-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 223, CREEK COUNTY, OKLAHOMA.  
 NE/SE Section 16, T. 14 N, R. 7 E.

EXHIBIT B-2

- R.O.W. # 409  
 GRANTOR: HARRINGTON, HENDERSON G. INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 519, CREEK COUNTY, OKLAHOMA  
 NW/4 AND THE E/2 OF NE/4 Section 9, T. 15 N., R. 7 E.
- R.O.W. # 410  
 GRANTOR: MIKE, FRANK INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 520, CREEK COUNTY, OKLAHOMA  
 W/2 N/4 NE/4 Section 9, T. 15 N., R. 7 E.
- R.O.W. # 411  
 GRANTOR: HARRINGTON, WILBERT INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 519, CREEK COUNTY, OKLAHOMA  
 NE/4 Section 9, T. 15 N., R. 7 E.
- R.O.W. # 412  
 GRANTOR: ANTHIS, ERNEST R. INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 491, PAGE 619, CREEK COUNTY, OKLAHOMA  
 NW/4 Section 9, T. 15 N., R. 7 E.
- R.O.W. # 413  
 GRANTOR: ESTATE LAND COMPANY INSTRUMENT DATE: 07-Jun-42  
 INSTRUMENT FILED IN BOOK # 491, PAGE 618, CREEK COUNTY, OKLAHOMA  
 N/2 OF NW/4 AND NE/4 Section 9, T. 15 N., R. 7 E.
- R.O.W. # 414  
 GRANTOR: ABRAHAM, LOUIS et al INSTRUMENT DATE: 27-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 521, CREEK COUNTY, OKLAHOMA  
 E/2 NE/4 NE/4 Section 9, T. 15 N., R. 7 E.
- R.O.W. # 415  
 GRANTOR: TILLEY, ANNIE INSTRUMENT DATE: 05-Nov-43  
 INSTRUMENT FILED IN BOOK # 506, PAGE 387, CREEK COUNTY, OKLAHOMA  
 NW/4 Section 29, T. 14 N., R. 7 E.
- R.O.W. # 416  
 GRANTOR: ESTATE LAND COMPANY INSTRUMENT DATE: 19-Nov-43  
 INSTRUMENT FILED IN BOOK # 507, PAGE 37, CREEK COUNTY, OKLAHOMA  
 NW/4 Section 9, T. 15 N., R. 7 E.
- R.O.W. # 417  
 GRANTOR: DRAKE, W.B., BY FLORENCE LUDLEY INSTRUMENT DATE: 26-Apr-46  
 INSTRUMENT FILED IN BOOK # 530, PAGE 629, CREEK COUNTY, OKLAHOMA  
 S/2-SW/4 Section 30, T. 15 N., R. 8 E.
- R.O.W. # 418  
 GRANTOR: ANDERSON, LENA HARJO AND JIMSEY INSTRUMENT DATE: 26-Jun-46  
 INSTRUMENT FILED IN BOOK # 1084, PAGE 196, CREEK COUNTY, OKLAHOMA  
 E 20 ACRES OF LOT 1 & NE/4 Section 30, T. 15 N., R. 7 E.
- R.O.W. # 419  
 GRANTOR: ROGERS, GEORGE W. INSTRUMENT DATE: 02-Jul-46  
 INSTRUMENT FILED IN BOOK # 1084, PAGE 326, CREEK COUNTY, OKLAHOMA  
 WEST 20.2 ACRES OF LOT 1 Section 30, T. 15 N., R. 7 E.  
 LOTS 5 & 6 Section 25, T. 15 N., R. 6 E.
- R.O.W. # 420  
 GRANTOR: MCKEE, CORA INSTRUMENT DATE: 13-Aug-47  
 INSTRUMENT FILED IN BOOK # 548, PAGE 182, CREEK COUNTY, OKLAHOMA  
 SW/4 Section 15, T. 15 N., R. 7 E.  
 NE/4 Section 22, T. 15 N., R. 7 E.
- R.O.W. # 421  
 GRANTOR: BOLLINGER, FRANK & MINNIE INSTRUMENT DATE: 14-Aug-47  
 INSTRUMENT FILED IN BOOK # 548, PAGE 153, CREEK COUNTY, OKLAHOMA  
 NW/4 Section 22, T. 15 N., R. 7 E.

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EXHIBIT B-2

R.O.W. # 612  
GRANTOR: BRADEN, RICHARD INSTRUMENT DATE: 20-Dec-85  
INSTRUMENT FILED IN BOOK # 225, PAGE 1352, CREEK COUNTY, OKLAHOMA. ✓  
NE/4 Section 17, T. 14 N, R. 7 E.

R.O.W. # 613  
GRANTOR: McGUIRE, JIMMY L. INSTRUMENT DATE: 21-Jan-86 ✓  
INSTRUMENT FILED IN BOOK # 204, PAGE 1278, CREEK COUNTY, OKLAHOMA. ✓  
NW/4-1M/4 Section 32, T. 14 N, R. 7 E.

R.O.W. # 614  
GRANTOR: HOOVER, VERNON & LOLETTA INSTRUMENT DATE: 08-Apr-86 ✓  
INSTRUMENT FILED IN BOOK # 225, PAGE 1354, CREEK COUNTY, OKLAHOMA. ✓  
NE/4-NE/4 Section 31, T. 15 N, R. 8 E.

R.O.W. # 615  
GRANTOR: HOOVER, VERNON & LOLETTA INSTRUMENT DATE: 08-Apr-86 ✓  
INSTRUMENT FILED IN BOOK # 204, PAGE 924, CREEK COUNTY, OKLAHOMA. ✓  
NE/4 Section 31, T. 15 N, R. 8 E.

R.O.W. # 616  
GRANTOR: BOOKOUT, DARYL R. INSTRUMENT DATE: 30-Jun-86 ✓  
INSTRUMENT FILED IN BOOK # 208, PAGE 1024, CREEK COUNTY, OKLAHOMA. ✓  
NW/4N Section 32, T. 15 N, R. 8 E.

R.O.W. # 617  
GRANTOR: McSQUID, LAURENCE A. INSTRUMENT DATE: 02-Jul-86 ✓  
INSTRUMENT FILED IN BOOK # 208, PAGE 1022, CREEK COUNTY, OKLAHOMA. ✓  
SE/SW Section 29, T. 15 N, R. 8 E.

R.O.W. # 618  
GRANTOR: MARTIN, VILLARD JR. & GIBSON, TRUSTEES INSTRUMENT DATE: 14-Jul-86 ✓  
INSTRUMENT FILED IN BOOK # 208, PAGE 1020, CREEK COUNTY, OKLAHOMA. ✓  
SW/SE & S/2-SW/4 Section 29, T. 15 N, R. 8 E.

R.O.W. # 619  
GRANTOR: HOOVER, VERNON & LOLETTA INSTRUMENT DATE: 05-Aug-86 ✓  
INSTRUMENT FILED IN BOOK # 209, PAGE 1605, CREEK COUNTY, OKLAHOMA. ✓  
NE/4 Section 31, T. 15 N, R. 8 E.

R.O.W. # 620  
GRANTOR: SMITH, JANICE ASST TRUST OFFICER (CONT'D) INSTRUMENT DATE: 28-Aug-86 ✓  
INSTRUMENT FILED IN BOOK # 210, PAGE 1293, CREEK COUNTY, OKLAHOMA. ✓  
SW/4-SE/4 & S/2-SW/4 Section 29, T. 15 N, R. 8 E.

R.O.W. # 621  
GRANTOR: McGELL, JOE & LOIS INSTRUMENT DATE: 10-Apr-87 ✓  
INSTRUMENT FILED IN BOOK # 220, PAGE 87, CREEK COUNTY, OKLAHOMA. ✓  
ALONG EAST LINE OF SE/4-NE/4 Section 5, T. 15 N, R. 7 E.

R.O.W. # 622  
GRANTOR: OWENS, JAMES W. INSTRUMENT DATE: 16-Apr-87 ✓  
INSTRUMENT FILED IN BOOK # 220, PAGE 1137, CREEK COUNTY, OKLAHOMA. ✓  
SE/4 Section 5, T. 15 N, R. 7 E. ✓  
NE/4 Section 8, T. 15 N, R. 7 E. ✓

R.O.W. # 623  
GRANTOR: JACKSON, LEE & FOUSTINE INSTRUMENT DATE: 14-Jul-88 ✓  
INSTRUMENT FILED IN BOOK # 238, PAGE 1345, CREEK COUNTY, OKLAHOMA. ✓  
SE/4 Section 29, T. 15 N, R. 7 E.

R.O.W. # 624  
GRANTOR: DETJEN, CHARLES & TERESA INSTRUMENT DATE: 15-Jul-88 ✓  
INSTRUMENT FILED IN BOOK # 237, PAGE 1190, CREEK COUNTY, OKLAHOMA. ✓  
NW/4N Section 32, T. 15 N, R. 8 E.

ABSTRACTER'S NOTE: OTHER LANDS  
EXHIBITS AND/OR PROVISIONS OMITTED  
BY ABSTRACTER.

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Please Return To:

44 Sprint  
Real Estate Acquisition & Admin.  
9150 Metcalf; KSOPKC9802  
Overland Park, KS  
66212

32 4230

AFFIDAVIT OF EQUITABLE INTEREST

STATE OF OKLAHOMA  
COUNTY OF CAGEIK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

2<sup>10</sup> APR - 2 1992  
Book 288 Page 261  
BY BETTY RENTZ, County Clerk  
Deputy

THIS AFFIDAVIT OF EQUITABLE INTEREST, made as of the 2<sup>10</sup> day of March, 1992, by the OKLAHOMA TURNPIKE AUTHORITY, a corporation, Grantor, to SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership, successor-in-interest to US TELECOM INC., a Kansas Corporation, Grantee:

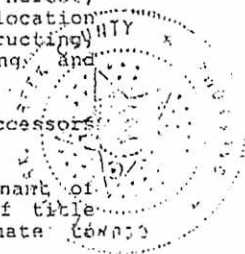
WITNESSETH, that Grantor and Grantee have entered into a Franchise Agreement dated as of October 16th, 1986, (hereinafter "Agreement") whereby Grantor has granted to Grantee the right to construct, operate and maintain a fiber optic communications system on the property of the Grantor under the terms, provisions, and conditions contained in said Agreement, one of which is that Grantor shall grant to Grantee an Affidavit of Equitable Interest in the form of this affidavit.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Grantor by these presents does hereby grant to Grantee an AFFIDAVIT OF EQUITABLE INTEREST to construct, reconstruct, rebuild and reinstall the fiber optic communications system (Communication System) as shown and in the locations shown on Exhibit A, attached hereto and by this reference made a part hereof, and reasonable ingress and egress to and from the location of the Communication System for the purpose of constructing, reconstructing, rebuilding, reinstalling, operating, and maintaining the Communication System;

SUBJECT TO and RESERVING unto the Grantor, its successors and assigns, the following:

a. The foregoing grants are made without covenant of title or for quiet enjoyment and without warranty of title, express or implied, and are subject and subordinate to any outstanding or superior rights;

b. The foregoing grants are also subject and subordinate to the prior and continuing right and obligation of Grantor to use and maintain its entire property in the performance of its public duty as a common carrier and are also subject to the right and power of Turnpike Authority to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire or fiber lines, pipe lines and other facilities upon, along or across any or all parts of the Grantor's property, or permit others to do so for the Turnpike Authority, all or any of which may be freely done at any time or times by Grantor or others with its permission without liability to Grantee or to any other party for compensation or damages, unless and except to the extent that the foregoing Agreement, otherwise expressly provide;



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EXHIBIT A

A strip of land approximately 38.53 miles long, approximately 10 feet wide, except in interchange areas, with the south boundry being the south boundry of the Turner Turnpike ("Turner") right-of-way, Oklahoma County, lying within said right-of-way, the purpose constituting a Fiber Optic Cable Route, as said right-of-way extends from the west line of Creek County, approximate Turner Mile Post ("MP") 182+00 and Sprint Communications Company ("Sprint") station no. 3+01, and continues in a general easterly direction to where the cable route leaves said right-of-way, approximate Turner MP 220+53 and Sprint station no. 28+15, more particularly described as traversing Creek County, State of Oklahoma in the following described Townships, Ranges and Sections to wit:

County, CREEK:

Township 15 North, Range 7 East:

- ✓ Section 18: SW 1/4 & SE 1/4 & NE 1/4  
near Turner MP 183
- ✓ Section 17: NW 1/4 & NE 1/4
- ✓ Section 8: SE 1/4  
near Turner MP 184
- ✓ Section 9: SW 1/4 & SE 1/4 & NE 1/4  
near Turner MP 185
- ✓ Section 10: NW 1/4  
near Turner MP 186
- ✓ Section 3: SW 1/4 & SE 1/4
- ✓ Section 2: SW 1/4 & NW 1/4 & NE 1/4  
near Turner MP 187
- ✓ Section 1: NW 1/4 & NE 1/4  
near Turner MP 188

Township 16 North, Range 7 East:

- ✓ Section 36: SE 1/4

✓ Township 15 North, Range 8 East:

- Section 6: NW 1/4

Township 16 North, Range 8 East:

- ✓ Section 31: SW 1/4 & SE 1/4  
near Turner MP 189
- ✓ Section 32: All  
near Turner MP 190 & 191

ABSTRACTER'S NOTE: OTHER LANDS  
EXHIBITS AND/OR PROVISIONS OMITTED  
BY ABSTRACTER.

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OKLAHOMA ABSTRACTORS BOARD UNIFORM ABSTRACT CERTIFICATE

The undersigned hereby certifies that:

1. There is shown herein a true and correct abstract of all instruments filed for record or recorded in the office of the County Clerk of Creek County during the period covered by the certificate, affecting the title to the following described real property:

(See Captioned Page for Complete Legal Description)

Pursuant to O.A.C. 5:11-3-9(4D) this Abstract has been prepared for a fee simple estate, less and except oil, gas, and other mineral interests. All instruments covering oil, gas, and other minerals, including but not limited to deeds, grants, leases, assignments and releases thereof, have been omitted.

(NOTE BY ABTRACTOR: All instrument relative to gathering systems or pipeline mortgages, assignments of mortgages, UCC financing statements and releases of mortgages/statements have been omitted from this abstract.)

2. The records of the Court Clerk and the County Clerk of said County disclose that there are no exceptions, court proceedings, suits pending in the court of records in said County, or liens of any kind affecting the title to said real estate, and that there are no judgments or transcripts of judgments indexed and docketed on the judgment against any of the following named parties affecting the title to said real estate, except as shown in the Abstract.

We hereby certify as to all names and parties as they appear in the chain of title to the property covered in this abstract.

3. The records of the County Treasurer of said County disclose that:

a. Said real property has been assessed for ad valorem taxes for each year covered by this Certificate for which ad valorem tax could be a lien against said real property: and there are no ad valorem taxes which are a lien on said property, due and unpaid on said property, nor tax sales thereof unredeemed, nor tax deeds given thereon, EXCEPT: GENERAL TAXES: "2013 and Prior Years PAID OR CANCELED by O.S.A. Section 2941 as amended." Years 2014 thru 2020, inclusive, -- PAID.

b. There are no unpaid personal property taxes which are a lien on the real property and there are no matured or unmatured unpaid special assessments certified to the Office of the County Treasurer due and unpaid, nor tax sales thereof unredeemed, nor tax deeds given thereon, EXCEPT NONE

There is no certification as to Special Assessments. Certification is provided by attached Special Certificate at request of customer.

4. The undersigned is a duly qualified and lawfully bonded abstractor, who is granted a Certificate of Authority in accordance with the Statutes of the State of Oklahoma to engage in the business of abstracting, and whose bond is in force at the date of this Certificate. The undersigned has a complete set of indexes to the records of said County, in compliance with Title 1 of the Oklahoma Statutes, compiled from the records and not copied from the indexes in the County Clerk, and the searches covered by this certificate reflect the records of said county and are not restricted to the indexes in the Office of the County Clerk.

This certificate covers pages number 1 to 301 both inclusive, and covered the period from Inception to June 7, 2021 at 7:45 A.M.

Dated this 14<sup>th</sup> day of June, 2021.

Sapulpa Abstract & Title Company, Inc. dba  
AMERICAN ABSTRACT AND TITLE COMPANY

BY: [Signature]  
DEBRA KAY SPARKS/PRESIDENT  
OAB CERTIFICATE OF AUTHORITY #67  
ABSTRACTOR, LICENSE #1083

BY: [Signature]  
ABSTRACTOR, LICENSE #4661

Abstract No. 69333



OKLAHOMA LAND TITLE ASSOCIATION



No. 69335

# Abstract of Title

TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN  
COUNTY OF CREEK, STATE OF OKLAHOMA  
TO-WIT:

\*\*\*\*\*

8

The Northwest Quarter (NW/4) of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

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The Southeast Quarter (SE/4) (LESS portion sold to Oklahoma Turnpike) of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

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The West Half of the Southwest Quarter (W/2 SW/4) (LESS portion sold to Oklahoma Turnpike) of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

AND

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The West Half of the Northeast Quarter (W/2 NE/4) (LESS portion sold to Oklahoma Turnpike) of Section Nine (9), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U. S. Government Survey thereof.

\*\*\*\*\*

(NOTE BY ABTRACTOR: This abstract has been prepared on surface rights only.)

COMPILED BY

**AMERICAN ABSTRACT & TITLE COMPANY**

203 E. DEWEY • SAPULPA, OK 74066

PHONE 918/224-9330

FAX 918/224-8410





**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

**T**hat James W. Owens and LaFleura D. Owens, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto THE QUADRANT REVOCABLE TRUST DATED June 9, 2011, 2701 NW 59<sup>th</sup>, Oklahoma City, OK 73112, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, to-wit:

S/2 NE/4 and Lots 1 and 2, Section 4, Township 15 North, Range 7 East containing 165.05 acres, more or less; **AND**  
S/2 NW/4 and Lots 3 and 4, Section 4, Township 15 North, Range 7 East containing 164.41 acres, more or less; **AND**  
SE/4 Section 4, Township 15 North, Range 7 East containing 160 acres, more or less; **AND**

West 144 acres of SE/4 Less 10.22 Acres for Turnpike and Less 1.39 for T.P. Section 8, Township 15 North, Range 7 East containing 132.39 acres, more or less; **AND**

E/2 SW/4 Section 8, Township 15 North, Range 7 East, containing 80 acres, more or less; **AND**

E/2 NE/4 and SW/4 NE/4 Section 8, Township 15 North, Range 7 East containing 120 acres, more or less; **AND**

NW/4 Section 9, Township 15 North, Range 7 East containing 160 acres, more or less; **AND**

SE/4 Less T.P. Section 9, Township 15 North, Range 7 East containing 146.38 acres, more or less; **AND**

W/2 SW/4 Less T.P. Section 9, Township 15 North, Range 7 East containing 70.63 acres, more or less; **AND**

W/2 NE/4 Less 5 acres to T.P. and Less .04 Acres to T.P. Section 9, Township 15 North, Range 7 East containing 72.94 acres, more or less; **AND**

NW/4 Less Highway Section 9, Township 18 North, Range 7 East containing 150.16 acres, more or less; **AND**

Lots 1, 5 and 6, Section 17, Township 18 North, Range 7 East Ex Dam Containing 51.24 acres, more or less **AND**

E/2 NE/4 Section 23, Township 16 North, Range 8 East containing 80 acres, more or less; **AND**

an undivided 1/4 interest in NW/4 NE/4 and NE/4 NW/4 and S/2 NW/4 Section 29, Township 16 North, Range 8 East, containing 40 acres, more or less; **AND**

Lot 2, and SE/4 NW/4 and SW/4, Section 30, Township 14 North, Range 8 East, containing 240 acres, more or less;

FAMILY TRANSFER; NO DOCUMENTARY STAMPS  
REQUIRED: 68 O.S. §3202(IV)

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part heirs and assigns forever.

Signed and delivered this 7<sup>th</sup> day of November, 2012.

James W. Owens  
James W. Owens

LaFleura D. Owens  
LaFleura D. Owens

STATE OF OKLAHOMA, )  
  )ss.     ACKNOWLEDGMENT  
COUNTY OF OKMURRAY

Before me, a Notary Public in and for said County and State, on this 7<sup>th</sup> day of Nov, 2012, personally appeared James W. Owens and LaFleura D. Owens, 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.  
My Commission Expires: 11-2-13  
[Signature]  
Notary Public/Commission No. 09009090

(SEAL)



I-2013-004635 Bk 0841 Pg 263  
04/09/2013 1:01 pmPg 0262-0263  
Fee: \$ 15.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



215-00

QUIT CLAIM DEED

I-2013-004636 Bk 0841 Pg 264  
04/09/2013 1:03 pm Pg 0264-0283  
Fee \$ 220.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

**T**hat James W. Owens and LaFleura D. Owens, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto THE QUADRANT REVOCABLE TRUST DATED June 9, 2011, 2701 NW 59<sup>th</sup>, Oklahoma City, OK 73112, party of the second part, the following described real property and premises situate in Creek County, State of Oklahoma, described in Exhibit "A", hereto attached and incorporated therein.

[The parties to this deed acknowledge that the Grantors only own those portions and the interest therein of the above described lands of which they, or either of them, is now the record owner. This deed does not convey and does not purport to convey any interest in the above described lands except that of which the Grantors, or either of them, is the owner of record on the date of this deed.]

FAMILY TRANSFER; NO DOCUMENTARY STAMPS  
REQUIRED: 68 O.S. §3202(IV)

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part heirs and assigns forever.

Signed and delivered this 30th day of January, 2013.

James W. Owens

LaFleura D. Owens

STATE OF OKLAHOMA, )  
  )ss.   ACKNOWLEDGMENT  
COUNTY OF CREEK.     )

Before me, a Notary Public in and for said County and State, on this 30th day of January, 2013, personally appeared James W. Owens and LaFleura D. Owens, 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.

My Commission Expires:



Notary Public/Commission No. 09003862



All of the described lands in pages 1 through 18 hereto attached  
comprise EXHIBIT "A" and they are located in Creek County, Oklahoma

I-2013-004636 Bk 0841 Pg 265  
04/09/2013 1:03 pmPg 0264-0283  
Fee \$ 220.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



EXHIBIT "A"

000242

(6)

COMPUTER	OLD NO.	LEASE NAME	STATE	INTEREST	GR ACS	NET ACS	ACQD	INVESTMENT	COMMENTS
CK1507F	187	LaDassa Boone	Okla <i>CREEK</i>	1/2 of 8/8 (.5) MI 8/8 SI	120 120	60 120	7/26/51	1,200.00	E/2 NE, SW NE 8-15N-7E Inv. All SI, 1/2 MI in E/2 NE 8 and 1/2 MI in SW NE 8. 4/1/71 JWO acqd all int. Conveyances in file Taxes paid thru 1989 on E/2 NE, SW NE 8-15N-7E
CK1507G	172	J. T. Watson	<i>CREEK</i>	1/2 of 1/2 (.25) MI 8/8 SI	144 144	36 144	10/31/41	720.00	W/144 acs. of SE less 10.22 acs for T.P. in 8-15N-7E Conveyances in file Inv/Owens All SI and 1/2 MI Taxes paid thru 1989 on W/144 acs of SE less 10.22 acs for T.P.
CK1507H	172-A	H. W. Hicks	<i>CREEK</i>						250 ft. wide strip on East side of SE of S-15N-7E Ref. J. T. Watson lease
CK1507I	166	Loney Hemer	<i>CREEK</i>	1/2 of 1/2 (.25) MI 8/8 SI	80 80	20 80	6/6/41	762.26	E/2 SW 8-15N-7E Conveyances in file Inv/Owens 8/8 SI/ 1/2 MI in E/2 SW 8-15N-7E W/2 SW 9-15N-7E Conveyances in file Inv/Owens 8/8 SI/ 17/32 MI in W/2 SW 9-15N-7E Taxes paid thru 1989 on All E/2 SW 8-15-11-7E and W/2 SW less TP of 9-15N-7E

*1.29 acs to be TP from 146-90*

1-2013-004836 Bk 0841 Pg 271  
04/09/2013 1:03 pm Pg 0264-0283  
Fee: \$ 220.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



ABSTRACTER'S NOTE: OTHER LANDS  
EXHIBITS AND/OR PROVISIONS OMITTED  
BY ABSTRACTER.

000243

Jennifer Mortazavi  
Creek County Clerk  
State of Oklahoma



**MEMORANDUM OF THE QUADRANT  
REVOCABLE TRUST DATED JUNE 9, 2011**

This memorandum of THE QUADRANT REVOCABLE TRUST Dated June 9, 2011, is made pursuant to the provisions of §175.6a of Title 60, Oklahoma Statutes. The undersigned, JAMES W. OWENS, JAMES JEFFREY OWENS and NANCY KAY OWENS, are Co- Trustees of said Trust, any one of whom may act independently of the other, and it was created June 9, 2011.

Executed this 2 day of July, 2019.

\_\_\_\_\_  
JAMES W. OWENS

\_\_\_\_\_  
NANCY KAY OWENS

\_\_\_\_\_  
JAMES JEFFREY OWENS

STATE OF OKLAHOMA. )  
) ss.  
COUNTY OF Creek . )

Before me, A Notary Public in and for said County and State, on this 2<sup>th</sup> day of July, 2019, personally appeared JAMES W. OWENS, JAMES JEFFREY OWENS and NANCY KAY OWENS, as Co-Trustees of THE QUADRANT REVOCABLE TRUST dated June 9, 2011, to me known to be the identical persons who executed the within and forgoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as such trustee, for the uses and purposes therein set forth.

Witness whereof I have hereunto set my hand and official seal the day and year last above



\_\_\_\_\_  
Notary Public/Comm # 0900861

AMENDMENT TO THE QUADRANT REVOCABLE TRUST DATED JUNE 9, 2011

Pursuant to the provisions of Article VI of The Quadrant Revocable Trust dated June 9, 2011, I, James W Owens, Trustee, hereby amend said Trust as follows:

ARTICLE IV

James W. Owens (James), James Jeffrey Owens (Jeffrey) and Nancy Kay Owens (Nancy) shall be and are Co-Trustees of The Quadrant Revocable Trust dated June 9, 2011, effective immediately, any one of whom may act independently of the other.

In the event James ceases to serve as a Co-Trustee for any reason whatever, I nominate and appoint Jeffrey and Nancy to serve as Co-Successor Trustees. If, for any reach whatever, Jeffrey or Nancy should cease to serve as a Co-Trustee, I nominate and appoint the other one of them to act as Sole Successor Trustee.

Any provision of the original Declaration of Trust dated June 9, 2011, which may be contrary to or inconsistent with the foregoing amendment of said Trust is revoked; and in all other respects the said Declaration of Trust dated June 9, 2011, is hereby ratified and confirmed.

EXECUTED this 2 day of July, 2019.

James W Owens
James W. Owens

STATE OF OKLAHOMA, )
COUNTY OF Creek )ss.

BEFORE ME, a notary public in and for said County and State, on this 2 day of July, 2019, personally appeared James W. Owens, 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.



Notary/Comm # 87005811

1-2019-007792 Book: 1197 pg: 147
7/3/2019 10:43 AM pgs: 146 - 147
Fees: \$16.00 Doc: \$0.00
Jennifer Mortazavi
Creek County Clerk
State of Oklahoma



ROLL CARD

COMPILATION OF THE RECORDS IN THE OFFICE  
OF THE COMMISSION TO THE FIVE CIVILIZED  
TRIBES SHOWING STATUS OF LAND AUGUST 1, 1908

CREEK COUNTY

ALLOTTEE:	MARY HENEHA
ROLL NO:	9839
P.O. :	THURMAN
AGE:	20
SEX:	F
BLOOD:	FULL
ENROLLED:	MAY 23, 1901

DESCRIPTION

W/2 NE/4	80 ACRES	SURPLUS
SECTION 9	TOWNSHIP 15 NORTH	RANGE 7 EAST

# 93 2381 QUIT CLAIM DEED INDIVIDUAL FORM

This Space Reserved for Filing Stamp

THIS INDENTURE, Made this 10 day of October, A. D. 1980  
between Mary Rita Falkner aka Mary R. Falkner  
aka Mary Richard Falkner, a widow of the first part,  
and Mary Francis Falkner, a single woman  
of the second part,  
Witnesseth, that said party of the first part, in consideration of the sum of  
ONE DOLLAR AND NO/100 DOLLARS

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON  
250 FEB 23 1993  
By Betty Hema County Clerk

to her in hand paid, the receipt of which is hereby acknowledged, do ES hereby quitclaim, grant, bargain,  
sell and convey unto the said part y of the second part all her right, title, interest, estate, and every  
claim and demand, both at law and in equity, in and to all the following described property situate in  
Muskogee Creek County, State of Oklahoma to-wit:

- (A) Section 9, Township 15 N, Range 7 E, in Depew Township, containing 40 acres;
- (B) Section 6, Township 17 N, Range 8 E, in Olive Township, containing 40 acres.
- (C) Oil, Gas, and Mineral Rights in Section 8, Township 15 N, Range 9 E, in Bristow Township, containing 40 acres;
- (D) Section 12, Township 14 N, Range 7 E, in Sunny Slope Township, containing 80 acres.

*Parent to Child*  
NO OKLAHOMA DOCUMENTARY  
STAMPS REQUIRED

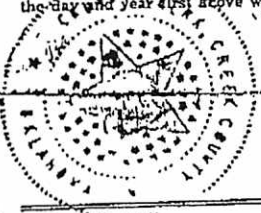
together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said Mary Francis Falkner, a  
single woman

her heirs and assigns forever, so that neither she, the said Mary Rita  
Falkner aka Mary R. Falkner aka Mary Richard Falkner, a widow  
nor any person in her name and behalf, shall or will hereafter claim or demand any right or title to the said prem-  
ises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said part y of the first part ha S hereunto set her hand  
the day and year first above written.

*Mary Rita Falkner*  
Mary Rita Falkner



STATE OF OKLAHOMA }  
COUNTY OF MUSKOGEE } SS: INDIVIDUAL ACKNOWLEDGMENT  
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 10 day of  
October, 1980, personally appeared Mary Rita Falkner, aka Mary R.  
Falkner aka Mary Richard Falkner, a widow

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.  
My commission expires 10-12-83

*Don P. Moore*  
Notary Public. 246

6892 201 Sunfield Dr. #71  
Lawrence, Ok. 74556

\$10.00

1427

Received of SOUTHWESTERN BELL TELEPHONE COMPANY

Ten and No/100 Dollars, in consideration of which I hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, a permanent easement with the right, privilege and authority to construct, reconstruct, operate, maintain, or remove lines of telephone and telegraph, or other signal or communication circuits, consisting of underground conduits,

cables, manholes and of other markers, fixtures and appurtenances as the grantee may from time to time require, upon across, over and/or under the property which I own or in which I have any interest in the----of----County of Creek, S----- and State of Oklahoma, to-wit:

The Southeast Quarter, (SE $\frac{1}{4}$ ) of Section Nine;  
(9) Township Fifteen, (15) North, Range Seven  
(7) East

and upon, along, and/or under the roads, streets or highways adjoining said property with the right to remove any trees, or parts of trees, which in the judgment of the grantee may interfere with the construction and maintenance of said lines. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants that no wire line will be erected or permitted on said property which in the judgment of the grantee, its successors and assigns, will interfere with its service or endanger its lines and that no structure will be erected or permitted within fifteen feet of said line. All pipe, conduit or cable laid under this grant shall be laid upon a route selected by the grantee, its successors or assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land.

Said sum being received in full payment for the rights herein granted.

Witness My hand and seal this 3d., day of March A. D. 1931, at Stroud Oklahoma.

Witness: Mrs. Emma Robertson (SEAL)

F. E. Besman

NOTARY ACKNOWLEDGEMENT-Individual

STATE OF OKLAHOMA )  
LINCOLN COUNTY ) SS

Before me the undersigned, a Notary Public in and for said County and State, on this 3 day of March, 1931, personally appeared Mrs. Emma Robertson, a widow 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 official seal the day and year above set forth.

D. G. Dodds  
Notary Public

My commission expires Dec. 2 1931.

(NOTARY SEAL)  
Lincoln Co.

State of Oklahoma,  
County of Creek

This instrument was filed in my office for record on Mar 18, 1931, o'clock A. M., and duly recorded in Book 385, Page 531.

Paul Zimmerman,  
County Clerk

(SEAL)

By O. E. Allen,  
Deputy

*Paul Zimmerman*  
CORRECTION

10146

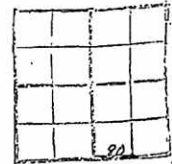
GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That E. E. Horany of Creek County, State of Oklahoma in consideration of the sum of Forty and no/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

Southwest Quarter (SW $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ )

Creek County  
Sec 9 Twp 15N R 7E



of Section 9, Township 15 North, Range 7 E in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grantor his heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages which may arise to crops and fences from laying, maintaining and operating said pipe line, or lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And for the consideration aforesaid it is hereby further agreed that the said grantee, its successors or assigns may at any time lay additional lines of pipe alongside of the first line, as herein provided, also to have the right to change size of its pipes, the damages to crops and fences, if any, in making such change to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said The Pure Oil Pipe Line Company its successors and assigns, so long as the same shall be useful for the purposes desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that upon request the pipe line shall be buried so as not to interfere with cultivation of the premises.

WITNESS my hand this 22 day of August, A. D. 1932

Witnesses: John E. Erickson

E. E. Horany

State of Oklahoma )  
                          )SS  
County of Creek    )

On this the 22nd day of August, 1932, before me the undersigned, a Notary Public, within and for the County and State aforesaid, appeared E. E. Horany to me well known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires July 30, 1935

J. C. Wakefield  
Notary Public.

(NOTARY SEAL)  
State of Oklahoma, Tulsa



STATE OF OKLAHOMA,  
COUNTY OF CREEK,  
This instrument was filed in my office for record on DEC 27, 1932 8 o'clock A. M., and  
duly recorded in Book 412 Page 611.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By O. E. Allen, Deputy

10147

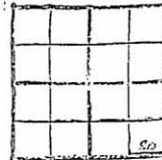
GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That M. R. Bruce of Creek County, State of Oklahoma in consideration of the sum of Forty and no/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

Southeast Quarter (SE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ )

Creek County  
Sec 9 Twp 15 N R 7 E



of Section 9, Township 15 North, Range 7 E in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grantor his heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages which may arise to crops and fences from laying, maintaining and operating said pipe line, or lines, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And for the consideration aforesaid it is hereby further agreed that the said grantee, its successors or assigns may at any time lay additional lines of pipe alongside of the first line, as herein provided, also to have the right to change size of its pipes, the damages to crops and fences, if any, in making such change to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said The Pure Oil Pipe Line Company its successors and assigns, so long as the same shall be useful for the purposes desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that upon request the pipe line shall be buried so as not to interfere with cultivation of the premises.

Witness my hand this 24 day of August, A. D. 1932.

M. R. Bruce

Witnesses:

State of Oklahoma )  
County of Creek ) SS

On this the 24 day of August, 1932, before me the undersigned, a Notary Public, within and for the County and State aforesaid appeared M. R. Bruce to me well known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Nov 12, 1933.

Moraul Boschetto  
Notary Public.

(NOTARY SEAL)  
State of Oklahoma  
Sapulpa

STATE OF OKLAHOMA,  
COUNTY OF CREEK,  
This instrument was filed in my office for record on DEC 27, 1932 8 o'clock A. M., and  
duly recorded in Book 412 page 612.

PAUL ZIMMERMAN, County Clerk

(SEAL)

By O. E. Allen, Deputy

12886

RIGHT OF WAY GRANT--Pipe Line

FOR AND IN CONSIDERATION OF Eighty and no/100 DOLLARS (\$80.00), to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

The East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section nine (9), Township Fifteen (15) North, Range Seven (7) East, containing Eighty (80) acres, more or less.

of Section 9, Township 15 N, Range 7 E in Creek County, State of Oklahoma with ingress and egress to and from the same. The grantor, his heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor his heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Company, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with thecultivation of the premises.

WITNESS my hand this 13th day of July A. D., 1933.

M. R. Bruce

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
                          ) SS.  
COUNTY OF CREEK   )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of July, 1933, personally appeared M. R. Bruce and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Viola Quinn  
Notary Public

My commission expires August 13, 1934

(NOTARY SEAL)  
State of Oklahoma  
Sapulpa

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on JUL 22, 1933 8 o'clock A. M., and duly recorded in Book 421 Page 140.

PAUL ZIMMERMAN, County Clerk

(SEAL) By O. E. Allen, Deputy

*Handwritten signature*  
COMPARED

\$42.00

-50339- Approved Charles J. Markus, Division Attorney  
By Harry L. Cooper, Asst. Div. Atty.

RECEIVED OF THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF THE INDIAN TERRITORY Forty-two & no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove, a communication system consisting of one or a pair of underground cables and such conduits, wires, manholes, drains and splicing boxes, and such surface testing-terminals, repeaters and markers, and such other appurtenances, as the grantees may from time to time require, upon, across, over and under the land which the undersigned own or in which the undersigned have any interest in the Township of Depew, County of Creek, and State of Oklahoma, to-wit:

Southwest Quarter of the Southeast Quarter,  
Section 9, Township 15 North, Range 7 East.

including the following rights: Of ingress and egress over and across the lands of the undersigned to and from said system for the purpose of exercising the rights herein granted; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface within eight feet of the system; to install gates in any fences crossing said system; and to carry in said system the wires, circuits and appurtenances of any other company.

The undersigned for himself, his heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted within eight feet of said system. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid system. The above described land is no part of my homestead.

Signed and sealed this 22 day of March, 1941, at Bristow, Okla.

Witness:

A. R. Day

E. E. Horany (Seal)

STATE OF OKLAHOMA, )  
COUNTY OF CREEK ) SS

Before me, Faye M. Biddle, a Notary Public in and for said State, on this 22d day of March, 1941, personally appeared E. E. Horany 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.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 22d day of March, 1941.

My commission expires June 17, 1943

(Notary Seal)

Faye M. Biddle  
Notary Public

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on APR 4 1941 8 o'clock A.M. and duly recorded in Book 473, Page 621.

By Leota Wetzel Deputy

(SEAL)

W. B. KEY COUNTY CLERK.

*Grant & Fricker*

10451

GRANT OF RIGHT OF WAY

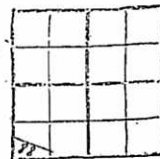
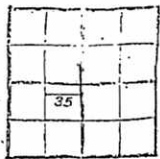
KNOW ALL MEN BY THESE PRESENTS:

That Alpha B. Rowsey of Muskogee County, Oklahoma and C. C. Harwell and Edmund Lashley of Tulsa County, State of Oklahoma in consideration of the sum of--- Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant to The Pure Oil Pipe Line Company, its successors or assigns, the right of way to lay maintain, operate and remove a pipe line or lines for the transportation of oil, water or gas, and erect, maintain and operate telegraph and telephone lines if the same be found necessary, on, over, or through the following described lands, to-wit:

E 1/2 of SW 1/4 of Section 8, and the SW 1/4 of SW 1/4 of Section 9 as indicated by red lines on the following plat.

Creek County  
Sec 8 Twp 15N R7E

Creek County  
Sec 9 Twp 15N R7E



of Section-----, Township 15 North, Range 7 E in Creek County, State of Oklahoma with ingress and egress to and from the same. The said grant or his heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages which may arise to crops and fences from laying, maintaining and operating said pipe line; or lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And for the consideration aforesaid it is hereby further agreed that the said grantee, its successors or assigns may at any time have the right to change size of its pipes, the damages to crops and fences, if any, in making such change to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said The Pure Oil Pipe Line Company its successors and assigns, so long as the same shall be useful for the purposes desired by said grantee, which by the acceptance hereof covenants and agrees with the grantor that upon request the pipe line shall be buried so as not to interfere with cultivation of the premises.

WITNESS our hands this 7th day of September, A. D. 1932.

Witnesses:

Edmund Lashley  
C. C. Harwell  
Alpha B. Rowsey

STATE OF Oklahoma )  
County of Tulsa ) SS.

On this the 8th day of September, 1932, before me the undersigned, a Notary Public, within and for the State aforesaid, appeared Edmund Lashley, C. C. Harwell and Alpha B. Rowsey to me well known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires January 15th 1934

M. L. Cooley  
Notary Public.

(NOTARY SEAL)  
State of Oklahoma. Tulsa

STATE OF OKLAHOMA,  
COUNTY OF CREEK,  
This instrument was filed in my office for record on JAN 17, 1933 8 o'clock A. M., and duly recorded in Book 419 Page 77.

PAUL ZIMMERMAN, County Clerk

(SEAL) By O. E. Allen, Deputy

IN THE DISTRICT COURT OF CREEK COUNTY  
STATE OF OKLAHOMA

RECEIVED AND FILED  
In District Court, Creek County

MAY 26 1949

Board of County Commissioners of  
Creek County, Oklahoma,

Plaintiff,

vs.

C. E. Owens, Carter W. Wesley,  
and J. Alston Atkins,

Defendants.

LEE SNIDER, Court Clerk  
By                      Deputy

No. 27048

REPORT OF COMMISSIONERS.

Come now the undersigned commissioners heretofore appointed by the court to inspect the real property hereinafter described and consider the injury which the said defendants, C. E. Owens, Carter W. Wesley and J. Alston Atkins, as the owners thereof have sustained and may sustain by reason of the taking of said property for road purposes by Creek County, Oklahoma, the board of County Commissioners of Creek County, being the official governing body thereof, a municipal corporation under the laws of the State of Oklahoma, and respectfully submit the following report:

The undersigned commissioners were and are duly qualified freeholders of Creek County, Oklahoma, not interested in any title question. On the 20<sup>th</sup> day of May, 1949, they appeared before the court of said county and took the oath prescribed by law and thereupon proceeded to inspect the real property described as follows to-wit:

A piece or parcel of land lying in the NE 34<sup>th</sup> Section 2-11-7, Creek County, Oklahoma, described as follows: Beginning at a point on the east line of said land approximately 176 ft. north of the SE corner of said Sec. 7, thence N. 0-51' E. a distance of 2472.0 ft. thence East 61.7 ft. thence South 0-51' East a distance of 227.4 ft. thence along a curve to the left, having a radius of 766.19 ft. a distance of 255.0 ft. to the point of beginning. Containing 0.73 acres, more or less in addition to the present right of way.

As further report to said Creek County, Oklahoma, the board of County Commissioners being the official governing body thereof, a municipal corporation, under

the laws of Oklahoma, the plaintiff in the above entitled cause, has located its road upon the property hereinbefore described, and that the whole of said property is necessary for the purpose aforesaid, and that the whole of said property must be taken by the said plaintiff for said purpose.

We further report that we have considered the injury which the defendants as the owners of the property hereinbefore described have sustained and may sustain by reason of the taking of said property by said Creek County, Oklahoma, Board of County Commissioners, being the governing body thereof, under the laws of Oklahoma, and we do hereby assess the damages of said owners by reason of such appropriation of said land at the sum of \$25.00.

In Witness Whereof, we have hereunto set our hands on this 25<sup>th</sup> day of May, 1947.

Conrad

John Lawrence

Roy Hinkle  
Board of Commissioners

# EXHIBIT-A

## C.E OWENS

SE  $\frac{1}{4}$  SECTION 8 T15N R7E  
CREEK COUNTY, OKLAHOMA  
SCALE: 1" = 400'

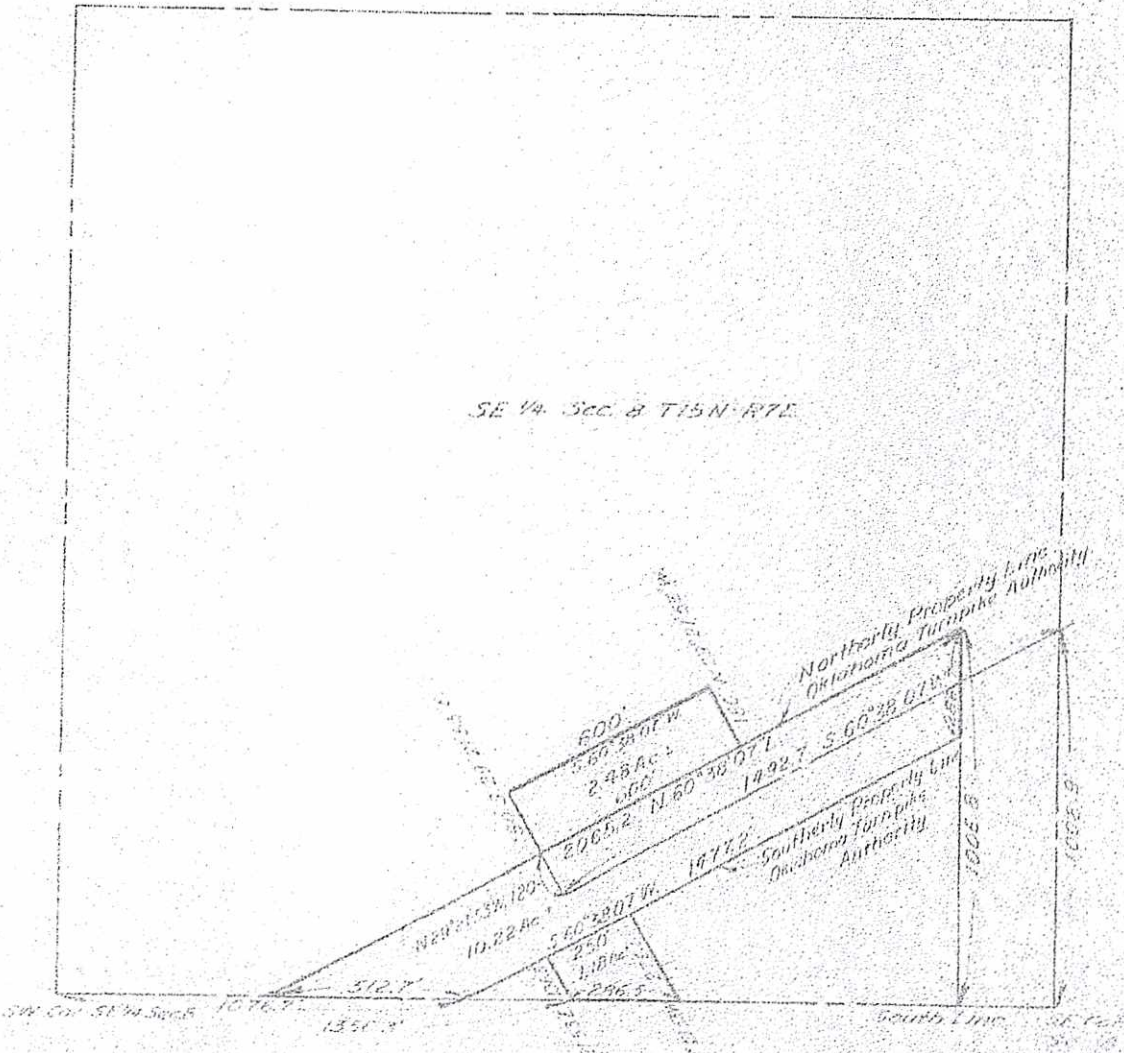
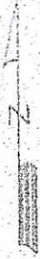


EXHIBIT - A "B"

C. E. OWENS

W  $\frac{1}{2}$  SW  $\frac{1}{4}$  SEC. 9 T. 15N R. 7E

CREEK COUNTY, OKLAHOMA

SCALE: 1" = 400'

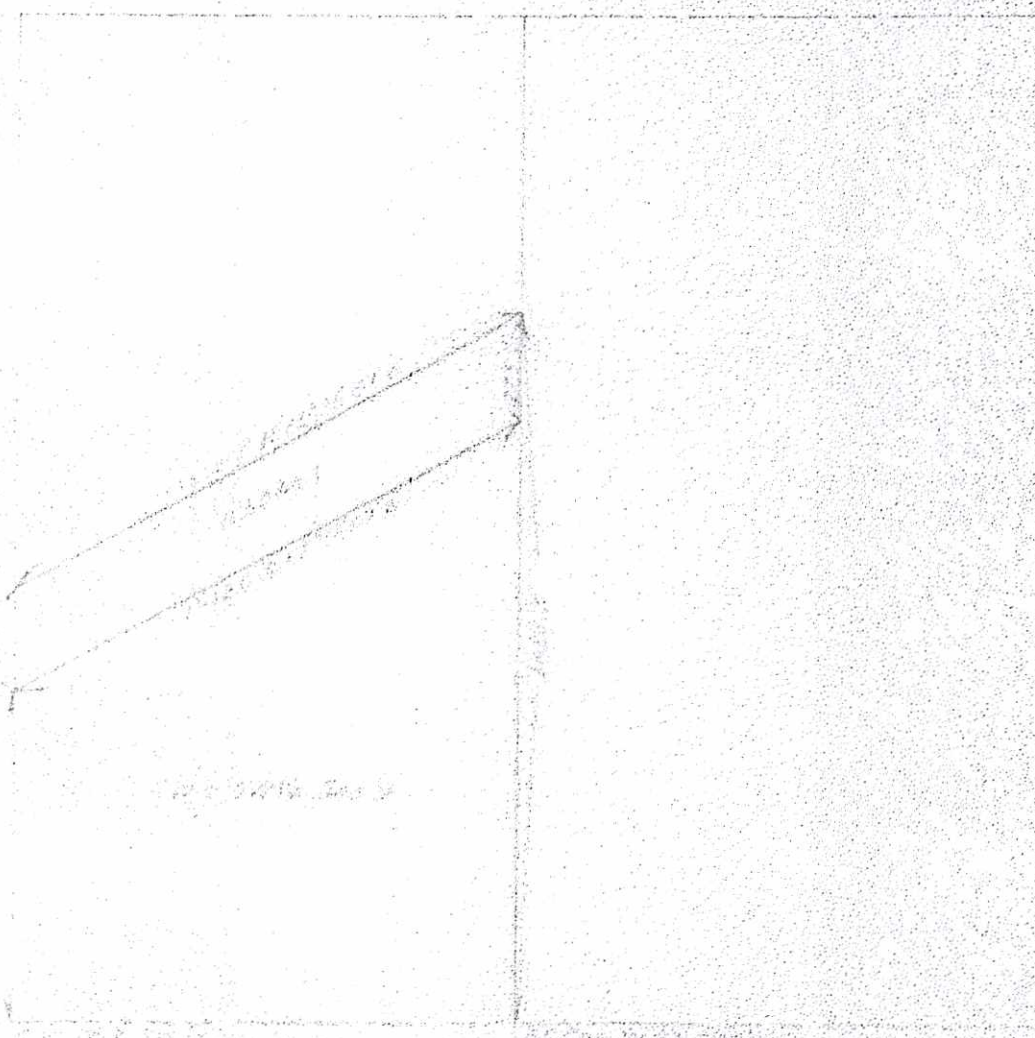
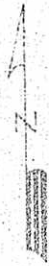




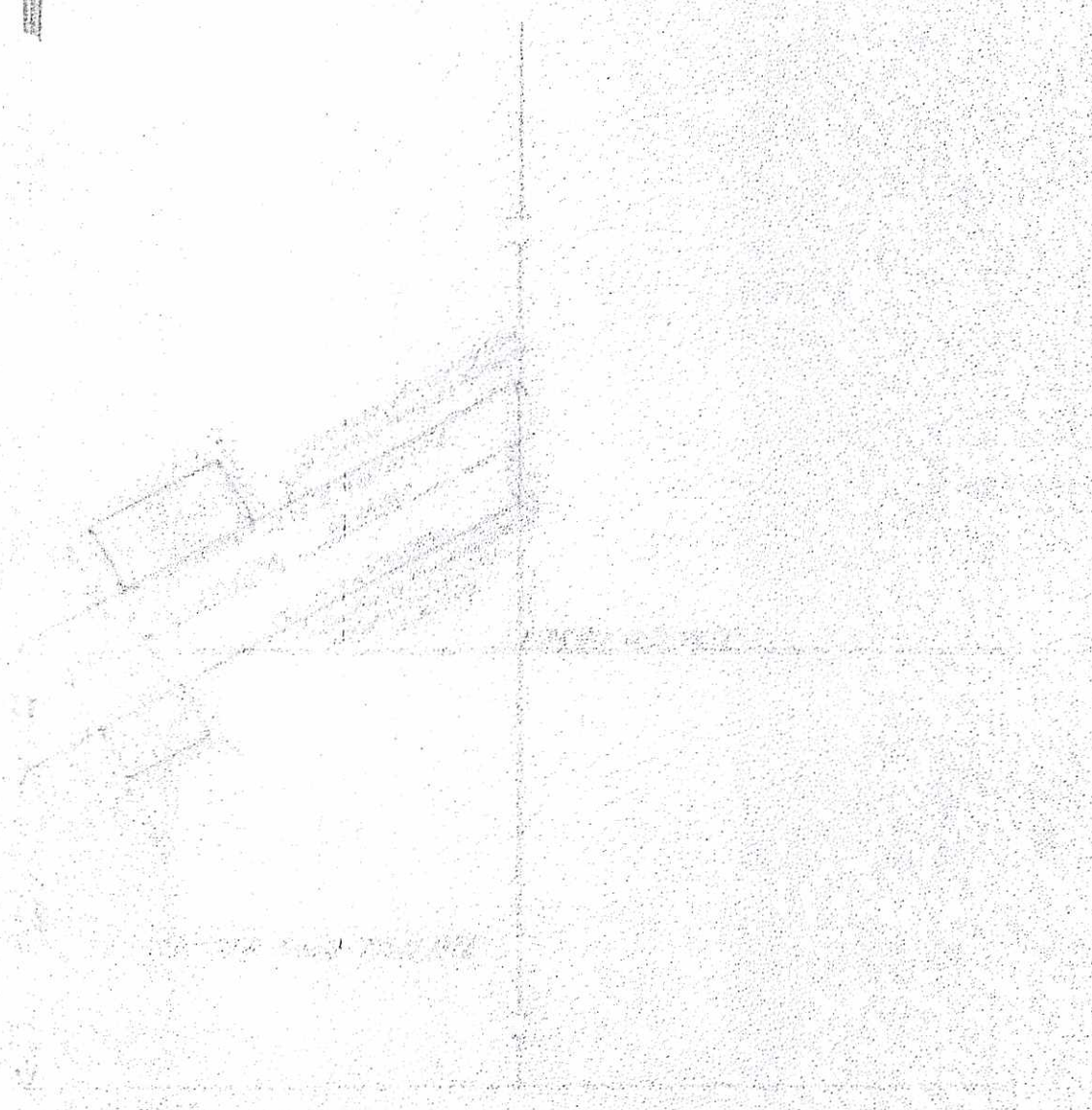
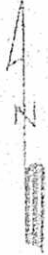
EXHIBIT-A "C"

C. E. OWENS

W  $\frac{1}{2}$  E  $\frac{1}{2}$  SEC. 9 T15N R7E

CREEK COUNTY, OKLAHOMA

SCALE: 1" = 400'



-59658-

RIGHT OF WAY GRANT-PIPELINE

a pipe line for the transportation of oil, gas or water, and erect, maintain, operate and remove a telegraph line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

NW 1/4 T 15 N-7E

of Section 9, Township 15, Range 7, in Creek County, State of Okla. with ingress and egress to and from the same. The grantor, his heirs and assigns, may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, or his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, and shall pay therefor a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Co., its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS my hand this 5 day of June A.D., 1942.

Ernest R. Anthis

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF MUSKOGEE) SS

Before me, the undersigned, a Notary Public, in and for said County and State on this 5 day of June, 1942, personally appeared Ernest R. Anthis 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 notarial seal the day and year first above written.

My commission expires  
July 19, 1942

(SEAL)

Mentle Burchfield  
Notary Public

Revenue Stamps .55¢ attached and cancelled.

Job 4120

STATE OF OKLAHOMA,  
COUNTY OF CREEK

This instrument was filed in my office for record on JUL 17 1942 2:30 o'clock P.M. and duly recorded in Book 491, Page 619.

By Leota Wetzel Deputy

(SEAL)

W. B. KEY COUNTY CLERK.

W. B. KEY  
COUNTY CLERK  
Mentle Burchfield

ASSIGNMENT OF RIGHT OF WAY EASEMENTS

AUG 23 1957

... o'clock P. M. and duly recorded by  
Book... Page...  
BOB LUCAS, County Clerk  
By... Deputy

KNOW ALL MEN BY THESE PRESENTS:

That TIDEWATER OIL COMPANY, a corporation, with offices in Tulsa, Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid, receipt of which is hereby acknowledged, has bargained, sold, assigned and conveyed, and does hereby bargain, sell assign and convey to KERR-McGEE OIL INDUSTRIES, INC., a corporation, with offices in Oklahoma City, Oklahoma, all of its right, title and interest in and to the following described right of way grants, to wit:

- R/W-256 1) Right of way grant dated June 9, 1942, by Estate Land Company to Tidal Pipe Line Company, recorded in Book 491, Page 618, and covering the N/2 NW/4 and NW/4 NE/4 of Section 7-15N-7E, Creek County, Oklahoma.
- R/W-257 2) Right of way grant dated November 19, 1943, by Estate Land Company to Tide Water Associated Oil Company, recorded in Book 507, Page 37, and covering the NW/4 NW/4 of Section 7-15N-7E, Creek County, Oklahoma.
- R/W-258 3) Right of way grant dated June 5, 1942, by Wilbert Harrington to Tidal Pipe Line Company, recorded in Book 486, Page 519, and covering the NE/4 NE/4 of Section 7-15N-7E, Creek County, Oklahoma.
- R/W-259 4) Right of way grant dated June 5, 1942, by Henderson G. Harrington to Tidal Pipe Line Company, recorded in Book 486, Page 519, and covering the NW/4 and E/2 NE/4 of Section 8-15N-7E, Creek County, Oklahoma.
- R/W-260 5) Right of way grant dated June 5, 1942, by R. J. Koch to Tidal Pipe Line Company, recorded in Book 491, Page 619, and covering the NW/4 NE/4 of Section 8-15N-7E, Creek County, Oklahoma.
- R/W-261 6) Right of way grant dated June 5, 1942, by Ernest R. Anthis to Tidal Pipe Line Company, recorded in Book 491, Page 619, and covering the NW/4 of Section 9-15N-7E, Creek County, Oklahoma. X
- R/W-262 7) Right of way grant dated June 5, 1942, by Frank Mike to Tidal Pipe Line Company, recorded in Book 486, Page 520, and covering the W/2 NE/4 NE/4 of Section 9-15N-7E, Creek County, Oklahoma.
- R/W-263 8) Right of way grant dated June 27, 1942, by Pauline Jackson, nee Abraham, Fannie Abraham, Jack Abraham, Louis Abraham, Herbert Abraham, and Francile Abraham, now Moore, to Tidal Pipe Line Company, recorded in Book 486, Page 521, and covering the E/2 NE/4 NE/4 of Section 9-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.
- R/W-264 9) Right of way grant dated February 5, 1949, by Earl Schiller to Tidewater Associated Oil Company, recorded

In Book 575, Page 85, and covering 100 rods of Pipe Line Right of Way across the NW/4 of Section 10-15N-7E, Creek County, Oklahoma.

- R/W - 265 10) Right of way grant dated July 13, 1933, by M. R. Bruce to Tidal Pipe Line Company, recorded in Book 421, Page 140, and covering E/2 SE/4 of Section 9-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth. X
- R/W - 266 11) Right of way grant dated April 16, 1930, by O. O. Owens to Tidal Pipe Line Company, recorded in Book 376, Page 691, and covering an undivided 2/5 interest in E/2 NE/4 of Section 16-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.
- R/W - 267 12) Right of way grant dated April 25, 1933, by O. O. Owens, R. E. Hodge, Gdn., and Gus L. Corey to Tidal Pipe Line Company, recorded in Book 418, Page 486, and covering NE/4 SE/4 of Section 16-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.
- R/W - 268 13) Right of way grant dated May 21, 1935, by Millie Bullett, J. B. Castle, and Roy White to Tidal Pipe Line Company, recorded in Book 432, Page 579, and covering SE/4 SE/4 of Section 16-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.
- R/W - 269 14) Right of way grant dated March 22, 1930, by J. T. Smith and F. S. Lozler to Tidal Pipe Line Company, recorded in Book 385, Page 169, and covering E/2 NE/4 of Section 21-15N-7E, Creek County, Oklahoma, subject to certain rights previously assigned to Pure Transportation Company, as hereinafter set forth.

By instrument dated November 1, 1945, Tide Water Associated Oil Company, then owner of the above described rights of way, assigned to Pure Transportation Company the rights of way described in subparagraphs 8), 10), 11), 12), 13) and 14), reserving the right to maintain and operate the four-inch pipeline described in the following paragraph, together with the right to remove the same and ingress and egress for said purposes. This assignment is subject to the rights previously assigned thereby.

For the same consideration TIDEWATER OIL COMPANY has bargained, sold, conveyed and delivered, and does hereby bargain, sell, convey and deliver to the said KERR-McGEE OIL INDUSTRIES, INC., approximately 15,875 feet of four-inch pipe line running from the Northwest corner of Section 7, Easterly along the North side of Sections 7, 8 and 9 to the Northwest corner of Section 10; and approximately 10,756 feet of four-inch pipeline running from the Northwest corner of Section 10, Southwardly along the West side of said Section into the Southwest Quarter of Section 10, thence across the section line into the Southeast Quarter of Section 9, thence Southwardly along the East side of Section 9 and along the East side of Section 16 and into the Northeast Quarter of Section 21, all in Township 15 North, Range 7 East, Creek County, Oklahoma.

000130

14200  
502

0310078

ASSIGNMENT AND ASSUMPTION AGREEMENT



STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

STATE OF OKLAHOMA §

COUNTY OF CREEK §

00 JUL - 1 2003  
Book 506 Page 1435-3002  
By BETTY RENTZ County Clerk  
Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Assignment and Assumption Agreement (the "Assignment") is made and entered into between **DUKE ENERGY FIELD SERVICES, LP**, a Delaware limited partnership, successor in interest to Duke Energy Field Services, Inc., which was formerly named Pan Energy Field Services, Inc, which was formerly named Associated Natural Gas, Inc. and into which Mega Natural Gas Company was previously merged, having a place of business at 370 17th Street, Suite 900, Denver, Colorado 80202, (herein "Assignor") and **ScissorTail Field Services, LLC**, a Delaware limited liability company, having a place of business at 624 S. Boston, Suite 800, Tulsa, Oklahoma 74119 (herein "Assignee").

- 1.0 Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey unto Assignee effective as of 11:59 p.m. Central Time on May 31, 2003, all of Assignor's right, title and interest in and to all fee property, rights-of-way, easements, surface use agreements, licenses and leases described on Exhibit A attached hereto, and all other real property on or under which the Assets are located (collectively, the "Real Property Interests"), and all fixtures, buildings and improvements located on or under such Real Property Interests, (but excluding the Excluded Assets).
- 2.0 This Assignment is made expressly subject to and in accordance with the terms and conditions of that certain Purchase and Sale Agreement between Assignor, ScissorTail Energy, LLC and United LP Gas, LLC executed as of May 1, 2003 (the "Purchase and Sale Agreement"), which is hereby incorporated by reference into this Assignment. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase and Sale Agreement, the provisions of the Purchase and Sale Agreement shall take precedence. Nothing in this Assignment shall be considered a modification or amendment of any of the provisions of the Purchase and Sale Agreement. To the extent they are not otherwise defined in this Assignment, the defined terms in this Assignment have the meanings ascribed to those terms in the Purchase and Sale Agreement.
- 3.0 Subject to the provisions of the Purchase and Sale Agreement, Assignee hereby assumes all rights, liabilities, duties, obligations, risk of loss, Claims, Losses and any related responsibility for the ownership, operation or use of the Real Property Interests and the business related thereto and any condition of or on the Real Property Interests attributable to any period of time, whether before, on or after the Effective Time, excluding, however, the Retained Liabilities (collectively, the "Assumed Obligations"). Notwithstanding anything contained in this Assignment, the assumption by Assignee of the Assumed Obligations shall not excuse or otherwise limit Assignor's obligations under Sections 7.4,

EXHIBIT A-3.1  
REAL PROPERTY  
Creek

Grantor	Grantee	Legal	Section	Township	Range	County	Date of Instrument	Book/Page
JOE MCGILL WILBERT	Kerr-McGee Corporation	E/2 NW/4 & LOT 1	07	15 North	07 East	Creek		159/255
HARRINGTON ESTATE LAND CO. ESTATE LAND CO.	Kerr-McGee Corporation Kerr-McGee Corporation	NE/4 NE/4 N/2 NW/4 & NW/4 NE/4 NW/4 NW/4	07 07 07	15 North 15 North 15 North	07 East 07 East 07 East	Creek Creek Creek		486/519 491/618 507/37
JOE ABRAHAM EST.	Kerr-McGee Corporation	E/2 SE/4	07	15 North	07 East	Creek		412/608
ROBERT JONES	Kerr-McGee Corporation	SW/4 NE/4 & N/2 NW/4	07	15 North	07 East	Creek		412/607
H.W. HICKS	Kerr-McGee Corporation	SE/4	08	15 North	07 East	Creek		412/609
J.T. WATSON	Kerr-McGee Corporation	SE/4	08	15 North	07 East	Creek		412/608
JAMES OWENS	Kerr-McGee Corporation	NE/4	08	15 North	07 East	Creek		220/1137
HENDERSON HARRINGTON	Kerr-McGee Corporation	NW/4 & E/2 NE/4	08	15 North	07 East	Creek		486/519
JOE MCGILL	Kerr-McGee Corporation	W/2 SW/4	08	15 North	07 East	Creek		183/1264
R.J. KOCH	Kerr-McGee Corporation	NW/4 NE/4	08	15 North	07 East	Creek		491/619
Lashley, Edmund	Kerr-McGee Corporation	E/2 SW/4	08	15 North	07 East	Creek		419/77
Joe Abraham Estate	Kerr-McGee Corporation	W/2 SW/4	08	15 North	07 East	Creek		412/608
E.E. HORANY	Kerr-McGee Corporation	SW/4 SE/4	09	15 North	07 East	Creek		412/611
EMMA ROBERTSON	Kerr-McGee Corporation	SE/4 SW/4	09	15 North	07 East	Creek		412/610
LOUIS ABRAHAM ETAL	Kerr-McGee Corporation	NE/4 NE/4	09	15 North	07 East	Creek		486/521
ERNEST ANTHIS	Kerr-McGee Corporation	NW/4	09	15 North	07 East	Creek		491/619
FRANK MIKE	Kerr-McGee Corporation	NE/4 NE/4	09	15 North	07 East	Creek		486/520
M.R. BRUCE	Kerr-McGee Corporation	E/2 SE/4	09	15 North	07 East	Creek		421/140
EDMUND LASHLEY	Kerr-McGee Corporation	SW/4 SW/4	09	15 North	07 East	Creek		419/77
M.R. BRUCE	Kerr-McGee Corporation	SE/4 SE/4	09	15 North	07 East	Creek		412/612
EARL SCHILLER	Kerr-McGee Corporation	NW/4	10	15 North	07 East	Creek		57/585
JAS KINCH	Kerr-McGee Corporation	NW/4	12	15 North	07 East	Creek		340/289
MATTIE KINCH	Kerr-McGee Corporation	W/2 SW/4	12	15 North	07 East	Creek		340/130
O.O. OWNES	Kerr-McGee Corporation	E/2 SW/4	13	15 North	07 East	Creek		340/305
LENA HOLUBY	Kerr-McGee Corporation	E/2 NW/4	13	15 North	07 East	Creek		653/298
DEE PITTS	Kerr-McGee Corporation	SW/4 SW/4	14	15 North	07 East	Creek		115/1538
KENNETH EVANS	Kerr-McGee Corporation	SW/4 SW/4	14	15 North	07 East	Creek		115/1536
McKee, Cora B.	Tidewater Associated Oil Company	SW/4 SE/4	15	15 North	07 East	Creek	8/13/1947	548/152
C.A. SCOTT	J. E. Crosbie, Inc.	NE/4	15	15 North	07 East	Creek	2/11/1948	Copy on File
PAUL VAIL	Kerr-McGee Corporation	SW/4 SE/4	15	15 North	07 East	Creek	11/17/1981	111/905
MARY HARJO ETAL	J. E. Crosbie, Inc.	SE/4 SE/4	16	15 North	07 East	Creek	9/29/1937	550/74
WALLACE SCARBOROUGH	Kerr-McGee Corporation	SW/4 SE/4	16	15 North	07 East	Creek	5/13/1985	186/2143

ABSTRACTER'S NOTE: OTHER LANDS  
EXHIBITS AND/OR PROVISIONS OMITTED  
BY ABSTRACTER.

000136

5 9 6 5 7

RIGHT OF WAY GRANT- Pipeline

FOR AND IN CONSIDERATION of Twenty and No/100 Dollars (\$20.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company, a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right to lay, maintain, operate and remove a pipe line for the transportation of oil, gas or water, and erect, maintain, operate and remove a telegraph line, if the same shall be found necessary on, over or through the following described lands, to-wit:

The West Half of the Northeast - NE quarter Sec. 9-15-7 Job 4120

of Section Nine, Township Fifteen, Range Seven in Creek County, State of Oklahoma, with ingress and egress to and from the same. The grantor, his heirs and assigns, may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor and his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, and shall pay therefor a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Tidal Pipe Line Co., its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS my hand this fifth day of June, A. D. 1942.

Witnesses of above signature of Frank Mike:

FRANK MIKE <sup>His mark</sup>
The above name of Frank Mike was signed by me at his request: B.E.BALDWIN
- - - -H. C. HOLT

STATE OF OKLAHOMA )
COUNTY OF CREEK ) SS

On this 5th day of June, A. D. 1942, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Frank Mike, to me known to be the identical person who executed the within and foregoing instrument by his mark in my presence, and in the presence of B. E. Baldwin and H. C. Holt as witnesses, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

(SEAL) My commission expires:

W. M. FREERTAND.

STATE OF OKLAHOMA )
COUNTY OF CREEK )

THIS INSTRUMENT was filed in my office for record on Jul 17, 1942, 2:30 o'clock P. M. and duly recorded in book 486, page 520.

W. B. KEY, County Clerk
By: LEOTA WETZEL, Deputy

(SEAL)



89 12313

ASSIGNMENT AND  
BILL OF SALE

610v/89-1002

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

11:50 OCT 18 1989  
Book 225 Page 221-34  
BETTY RENTZ, County Clerk  
By [Signature] Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. E. CROSBIE, INC. and WARREN PETROLEUM CORPORATION were the owners of a Gas Processing Plant on land located in the N/2 NE/4 NE/4 of Section 21, Township 15 North, Range 7 East, Creek County, Oklahoma; and

WHEREAS, KERR-McGEE Corporation has succeeded to the interest in said Plant and appurtenant Gas Gathering System that was formerly owned by J. E. Crosbie, Inc, and Warren Petroleum Company, a division of Chevron, U.S.A., Inc., is the present owner of the interest formerly held by Warren Petroleum Corporation.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is acknowledged, KERR-McGEE CORPORATION, a Delaware corporation, whose mailing address is P.O. Box 25861, Oklahoma City, Oklahoma 73125, and WARREN PETROLEUM COMPANY, a Division of Chevron U.S.A. Inc., a Pennsylvania corporation, whose mailing address is P.O. Box 1589, Tulsa, Oklahoma 74102 (hereinafter called "Grantors"), do hereby grant, sell, convey, transfer and assign to ASSOCIATED NATURAL GAS, INC., a Colorado corporation, whose mailing address is P.O. Box 5660, Denver, Colorado 80217, Grantee, the following described property situated in Creek, Lincoln and Okfuskee Counties, Oklahoma:

RRR



(a) The gas processing plant and installed propane fractionation facility situated in Creek County, Oklahoma, known as the "Milfay Plant" ("Plant"), located on lands leased by Grantors in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twenty-one (21), Township Fifteen North (T15N), Range Seven East (R7E), including said plant site lease (which is more particularly described in Exhibit "A" attached hereto) and all buildings, improvements, facilities, fixtures, machinery, equipment, appliances, storage tanks (including, without limitation, propane, butane and gasoline storage tanks) and other tangible personal property located at or used in connection with such Plant, as well as all other tangible properties of whatsoever character and all rights associated therewith (except cash and accounts receivable that shall have accrued prior to the Closing);

(b) The gas gathering system (herein referred to as the "pipeline gathering system") serving the Plant, consisting of approximately one hundred eighty (180) miles of pipeline situated in Creek, Lincoln, and Okfuskee Counties, Oklahoma (the general location of the major lines comprising the pipeline gathering system is shown on the map attached hereto as Exhibit "B-1"), including all compressor, tank and pump sites held in fee, compressor, tank and pump site leases and other surface leases, if any (a full legal description of said fee and leasehold

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## EXHIBIT B-2

R.O.W. # 358  
GRANTOR: BUTTRAM, FRANK & Wm A & NEWBY, E.R. INSTRUMENT DATE: 11-May-27 ✓  
INSTRUMENT FILED IN BOOK # 355, PAGE 111, CREEK COUNTY, OKLAHOMA.  
NE/NE Section 15, T. 17 N, R. 7 E.

R.O.W. # 359  
GRANTOR: CORNELIUS, MILLIE L., RALPH P., & et als INSTRUMENT DATE: 16-May-27 ✓  
INSTRUMENT FILED IN BOOK # 352, PAGE 581, CREEK COUNTY, OKLAHOMA.  
NE/NE (LOT 1) Section 3, T. 16 N, R. 7 E.

R.O.W. # 360  
GRANTOR: THOMPSON, L.S. & MARY R. INSTRUMENT DATE: 26-Aug-27 ✓  
INSTRUMENT FILED IN BOOK # 356, PAGE 103, CREEK COUNTY, OKLAHOMA.  
W/2-SE/4 Section 26, T. 16 N, R. 7 E.

R.O.W. # 361  
GRANTOR: FOLLANSBEE, C.L. INSTRUMENT DATE: 26-Sep-27 ✓  
INSTRUMENT FILED IN BOOK # 355, PAGE 564, CREEK COUNTY, OKLAHOMA.  
N/2-NW/NE/NE Section 34, T. 17 N, R. 7 E.

R.O.W. # 362  
GRANTOR: SMITH, J.T. & LOZIER, F.S. INSTRUMENT DATE: 22-Mar-30 ✓  
INSTRUMENT FILED IN BOOK # 804, PAGE 342, CREEK COUNTY, OKLAHOMA.  
E/2 OF NE/4 Section 21, T. 15 N, R. 7 E.

R.O.W. # 363  
GRANTOR: OWENS, O.O. INSTRUMENT DATE: 16-Apr-30 ✓  
INSTRUMENT FILED IN BOOK # 376, PAGE 691, CREEK COUNTY, OKLAHOMA.  
NE Section 4, T. 15 N, R. 7 E. ✓  
E/2 OF NE/4 Section 16, T. 15 N, R. 7 E. ✓

R.O.W. # 364  
GRANTOR: HORANY, E.E. INSTRUMENT DATE: 22-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 611, CREEK COUNTY, OKLAHOMA.  
SW/4-SE/4 Section 9, T. 15 N, R. 7 E.

R.O.W. # 365  
GRANTOR: ROBERTSON, EMMA INSTRUMENT DATE: 23-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 610, CREEK COUNTY, OKLAHOMA.  
SE/4-SW/4 Section 9, T. 15 N, R. 7 E.

R.O.W. # 366  
GRANTOR: HICKS, H.W. INSTRUMENT DATE: 23-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 609, CREEK COUNTY, OKLAHOMA.  
A STRIP 17 RODS WIDE OFF E-SIDE SE/4 Section 8, T. 15 N, R. 7 E.

R.O.W. # 367  
GRANTOR: BRUCE, M.R. INSTRUMENT DATE: 24-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 612, CREEK COUNTY, OKLAHOMA.  
ALONG SOUTH BORDER OF SE/4-SE/4 Section 9, T. 15 N, R. 7 E.

R.O.W. # 368  
GRANTOR: ABRAHAM, HERBERT, TRUSTEE OF JOE ABRAHAM EST INSTRUMENT DATE: 25-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 608, CREEK COUNTY, OKLAHOMA.  
W/2-SW/4 Section 8, T. 15 N, R. 7 E. ✓  
E/2-SE/4 Section 7, T. 15 N, R. 7 E. ✓

R.O.W. # 369  
GRANTOR: WATSON, J.T. INSTRUMENT DATE: 27-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 608, CREEK COUNTY, OKLAHOMA.  
NE/SE AND NE/SE AND SE/SE Section 8, T. 15 N, R. 7 E.

R.O.W. # 370  
GRANTOR: JONES, ROBERT INSTRUMENT DATE: 31-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 607, CREEK COUNTY, OKLAHOMA.  
SW/4-NE/4 AND N/2-NW/4 Section 7, T. 15 N, R. 7 E.

## EXHIBIT 8-2

R.O.W. # 358  
GRANTOR: BUTTRAM, FRANK & Wm A & NEWBY, E.R. INSTRUMENT DATE: 11-May-27 ✓  
INSTRUMENT FILED IN BOOK # 355, PAGE 111, CREEK COUNTY, OKLAHOMA.  
NE/4W Section 15, T. 17 N. R. 7 E.

R.O.W. # 359  
GRANTOR: CORNELIUS, MILLIE L., RALPH P., & et als INSTRUMENT DATE: 16-May-27 ✓  
INSTRUMENT FILED IN BOOK # 352, PAGE 581, CREEK COUNTY, OKLAHOMA.  
NE/NE (LOT 1) Section 3, T. 16 N. R. 7 E.

R.O.W. # 360  
GRANTOR: THOMPSON, L.S. & MARY R. INSTRUMENT DATE: 26-Aug-27 ✓  
INSTRUMENT FILED IN BOOK # 356, PAGE 103, CREEK COUNTY, OKLAHOMA.  
W/2-SE/4 Section 26, T. 16 N. R. 7 E.

R.O.W. # 361  
GRANTOR: FOLLANSBEE, C.L. INSTRUMENT DATE: 26-Sep-27 ✓  
INSTRUMENT FILED IN BOOK # 355, PAGE 564, CREEK COUNTY, OKLAHOMA.  
N/2-4W/NE/NF Section 34, T. 17 N. R. 7 E.

R.O.W. # 362  
GRANTOR: SMITH, J.T. & LOZIER, F.S. INSTRUMENT DATE: 22-Mar-30 ✓  
INSTRUMENT FILED IN BOOK # 804, PAGE 342, CREEK COUNTY, OKLAHOMA.  
E/2 OF NE/4 Section 21, T. 15 N. R. 7 E.

R.O.W. # 363  
GRANTOR: OWENS, O.O. INSTRUMENT DATE: 16-Apr-30 ✓  
INSTRUMENT FILED IN BOOK # 376, PAGE 691, CREEK COUNTY, OKLAHOMA.  
NE Section 4, T. 15 N. R. 7 E. ✓  
E/2 OF NE/4 Section 16, T. 15 N. R. 7 E. ✓

X R.O.W. # 364  
GRANTOR: MORAHY, E.E. INSTRUMENT DATE: 22-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 611, CREEK COUNTY, OKLAHOMA.  
SW/4-SE/4 Section 9, T. 15 N. R. 7 E.

R.O.W. # 365  
GRANTOR: ROBERTSON, EMMA INSTRUMENT DATE: 23-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 610, CREEK COUNTY, OKLAHOMA.  
SE/4-SW/4 Section 9, T. 15 N. R. 7 E.

X R.O.W. # 366  
GRANTOR: HICKS, H.W. INSTRUMENT DATE: 23-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 609, CREEK COUNTY, OKLAHOMA.  
A STRIP 17 RODS WIDE OFF E-SIDE SE/4 Section 8, T. 15 N. R. 7 E.

✓ R.O.W. # 367  
GRANTOR: BRUCE, H.R. INSTRUMENT DATE: 24-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 612, CREEK COUNTY, OKLAHOMA.  
ALONG SOUTH BORDER OF SE/4-SE/4 Section 9, T. 15 N. R. 7 E.

R.O.W. # 368  
GRANTOR: ABRAHAM, HERBERT, TRUSTEE OF JOE ABRAHAM EST INSTRUMENT DATE: 25-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 608, CREEK COUNTY, OKLAHOMA.  
W/2-SW/4 Section 8, T. 15 N. R. 7 E. ✓  
E/2-SE/4 Section 7, T. 15 N. R. 7 E. ✓

✓ R.O.W. # 369  
GRANTOR: WATSON, J.T. INSTRUMENT DATE: 27-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 608, CREEK COUNTY, OKLAHOMA.  
NE/SE AND NE/SE AND SE/SE Section 8, T. 15 N. R. 7 E.

R.O.W. # 370  
GRANTOR: JONES, ROBERT INSTRUMENT DATE: 31-Aug-32 ✓  
INSTRUMENT FILED IN BOOK # 412, PAGE 607, CREEK COUNTY, OKLAHOMA.  
SW/4-NE/4 AND N/2-NW/4 Section 7, T. 15 N. R. 7 E.

EXHIBIT B-2

- R.O.W. # 171  
 X GRANTOR: LASHLEY, EDWARD et al INSTRUMENT DATE: 07-Sep-32  
 INSTRUMENT FILED IN BOOK # 419, PAGE 77, CREEK COUNTY, OKLAHOMA.  
 E/2-SW/4 Section 8, T. 15 N., R. 7 E.  
 X SW/4-SW/4 Section 9, T. 15 N., R. 7 E.  
 PAGE 55
- R.O.W. # 172  
 GRANTOR: OWENS, O.O. & COREY, GUS L. & HOOGE, R.E. gdn INSTRUMENT DATE: 25-Apr-33  
 INSTRUMENT FILED IN BOOK # 418, PAGE 486, CREEK COUNTY, OKLAHOMA.  
 NE/4 SE/4 Section 16, T. 15 N., R. 7 E.
- R.O.W. # 173  
 X GRANTOR: BRUCE, M.R. INSTRUMENT DATE: 13-Jul-33  
 INSTRUMENT FILED IN BOOK # 421, PAGE 140, CREEK COUNTY, OKLAHOMA.  
 E/2 OF SE/4 Section 7, T. 15 N., R. 7 E.
- R.O.W. # 174  
 GRANTOR: FOLLANSBEE, C.L. & HALL, G.C. INSTRUMENT DATE: 27-Jan-34  
 INSTRUMENT FILED IN BOOK # 426, PAGE 229, CREEK COUNTY, OKLAHOMA.  
 NE/1E Section 2, T. 15 N., R. 7 E.
- R.O.W. # 175  
 GRANTOR: CASTLE, J.B. et al INSTRUMENT DATE: 21-May-35  
 INSTRUMENT FILED IN BOOK # 432, PAGE 579, CREEK COUNTY, OKLAHOMA.  
 SE/4 SW/4 Section 16, T. 15 N., R. 7 E.
- R.O.W. # 176  
 GRANTOR: TILLEY, ANNIE INSTRUMENT DATE: 12-Jul-39  
 INSTRUMENT FILED IN BOOK # 461, PAGE 484, CREEK COUNTY, OKLAHOMA.  
 W/2-NE/4 Section 29, T. 14 N., R. 7 E.
- R.O.W. # 177  
 GRANTOR: FOLLANSBEE, C.L. INSTRUMENT DATE: 13-Jul-39  
 INSTRUMENT FILED IN BOOK # 461, PAGE 485, CREEK COUNTY, OKLAHOMA.  
 SW/4-NW/4 Section 29, T. 14 N., R. 7 E.
- R.O.W. # 178  
 GRANTOR: CORDELL, JOHN INSTRUMENT DATE: 13-Jul-39  
 INSTRUMENT FILED IN BOOK # 461, PAGE 485, CREEK COUNTY, OKLAHOMA.  
 SE/4-NW/4 Section 29, T. 14 N., R. 7 E.
- R.O.W. # 179  
 GRANTOR: JORDAN, EUGENE INSTRUMENT DATE: 26-Jul-39  
 INSTRUMENT FILED IN BOOK # 462, PAGE 612, CREEK COUNTY, OKLAHOMA.  
 E/2-NE/4 Section 29, T. 14 N., R. 7 E.
- R.O.W. # 180  
 GRANTOR: TAYLOR, M.E. & FLORA INSTRUMENT DATE: 29-Feb-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 225, CREEK COUNTY, OKLAHOMA.  
 NW/1W Section 11, T. 14 N., R. 7 E.
- R.O.W. # 181  
 GRANTOR: HOLDERFIELD, NOBLE & NETTIE INSTRUMENT DATE: 29-Feb-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 225, CREEK COUNTY, OKLAHOMA.  
 SW/4-NW/4 Section 11, T. 14 N., R. 7 E.
- R.O.W. # 182  
 GRANTOR: HENDERSON, J.E. & SUSIE E. INSTRUMENT DATE: 01-Mar-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 224, CREEK COUNTY, OKLAHOMA.  
 SE/4-NE/4 Section 10, T. 14 N., R. 7 E.
- R.O.W. # 183  
 GRANTOR: WHITE, CHARLES M. & MARY E. INSTRUMENT DATE: 02-Mar-40  
 INSTRUMENT FILED IN BOOK # 466, PAGE 223, CREEK COUNTY, OKLAHOMA.  
 NE/5E Section 16, T. 14 N., R. 7 E.

## EXHIBIT B-2

- R.O.W. # 409  
 X GRANTOR: HARRINGTON, HENDERSON G. INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 519, CREEK COUNTY, OKLAHOMA.  
 NW/4 AND THE E/2 OF NE/4 Section 8, T. 15 N. R. 7 E.
- R.O.W. # 410  
 X GRANTOR: HIKE, FRANK INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 520, CREEK COUNTY, OKLAHOMA.  
 W/2 NE/NE Section 9, T. 15 N. R. 7 E.
- R.O.W. # 411  
 GRANTOR: HARRINGTON, WILBERT INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 519, CREEK COUNTY, OKLAHOMA.  
 NE/NE Section 7, T. 15 N. R. 7 E.
- R.O.W. # 412  
 X GRANTOR: ANTHIS, ERNEST R. INSTRUMENT DATE: 05-Jun-42  
 INSTRUMENT FILED IN BOOK # 491, PAGE 619, CREEK COUNTY, OKLAHOMA.  
 NW/4 Section 9, T. 15 N. R. 7 E.
- R.O.W. # 413  
 GRANTOR: ESTATE LAND COMPANY INSTRUMENT DATE: 09-Jun-42  
 INSTRUMENT FILED IN BOOK # 491, PAGE 618, CREEK COUNTY, OKLAHOMA.  
 W/2 OF NW/4 AND NW/NE Section 7, T. 15 N. R. 7 E.
- R.O.W. # 414  
 GRANTOR: ABRAM, LOUIS et al INSTRUMENT DATE: 27-Jun-42  
 INSTRUMENT FILED IN BOOK # 486, PAGE 521, CREEK COUNTY, OKLAHOMA.  
 E/2 NE/4 NE/4 Section 9, T. 15 N. R. 7 E.
- R.O.W. # 415  
 GRANTOR: TILLEY, AMNIE INSTRUMENT DATE: 05-Nov-43  
 INSTRUMENT FILED IN BOOK # 506, PAGE 387, CREEK COUNTY, OKLAHOMA.  
 NW/NE Section 29, T. 14 N. R. 7 E.
- R.O.W. # 416  
 GRANTOR: ESTATE LAND COMPANY INSTRUMENT DATE: 19-Nov-43  
 INSTRUMENT FILED IN BOOK # 507, PAGE 37, CREEK COUNTY, OKLAHOMA.  
 NW/NW Section 7, T. 15 N. R. 7 E.
- R.O.W. # 417  
 GRANTOR: DRAKE, W.B., BY FLORENCE LUDLEY INSTRUMENT DATE: 26-Apr-46  
 INSTRUMENT FILED IN BOOK # 530, PAGE 629, CREEK COUNTY, OKLAHOMA.  
 S/2-SW/4 Section 30, T. 15 N. R. 8 E.
- R.O.W. # 418  
 GRANTOR: ANDERSON, LENA HARJO AND JIMSEY INSTRUMENT DATE: 26-Jun-46  
 INSTRUMENT FILED IN BOOK # 1084, PAGE 196, CREEK COUNTY, OKLAHOMA.  
 E 20 ACRES OF LOT 1 & NE/NW Section 30, T. 15 N. R. 7 E.
- R.O.W. # 419  
 GRANTOR: ROGERS, GEORGE W. INSTRUMENT DATE: 02-Jul-46  
 INSTRUMENT FILED IN BOOK # 1084, PAGE 326, CREEK COUNTY, OKLAHOMA.  
 WEST 20.2 ACRES OF LOT 1 Section 30, T. 15 N. R. 7 E.  
 LOTS 3 & 6 Section 25, T. 15 N. R. 6 E.
- R.O.W. # 420  
 GRANTOR: MCKEE, CORA INSTRUMENT DATE: 13-Aug-47  
 INSTRUMENT FILED IN BOOK # 548, PAGE 152, CREEK COUNTY, OKLAHOMA.  
 SW/SE Section 15, T. 15 N. R. 7 E.  
 NE/NW Section 22, T. 15 N. R. 7 E.
- R.O.W. # 421  
 GRANTOR: BOLLINGER, FRANK & MINNIE INSTRUMENT DATE: 14-Aug-47  
 INSTRUMENT FILED IN BOOK # 548, PAGE 153, CREEK COUNTY, OKLAHOMA.  
 NW/NW Section 22, T. 15 N. R. 7 E.

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RECEIVED AND FILED  
In District Court, Creek County

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55 1145

IN THE DISTRICT COURT OF CREEK COUNTY,  
OKLAHOMA

DEC 16 1951

TIME  
By LEE SNIDER, Court Clerk  
Deputy

Oklahoma Turnpike Authority,  
Plaintiff,

No. 27963

vs.

C. E. Owens, et al.,  
Defendants.

REPORT OF COMMISSIONERS

Comes now the undersigned Commissioners appointed heretofore and on the 28 and 29th day of November, 1951, by the Honorable KENNETH HUGHES, Judge of the District Court of Creek County, Oklahoma, for the purpose of inspecting the real properties hereinafter described and considering the injury which the defendants in this proceeding have sustained and may sustain by reason of the taking of said property by the Oklahoma Turnpike Authority and the injury to the remainder of the property from which the following tracts are taken by the plaintiff for the purpose of constructing, operating and maintaining a Turnpike project; and respectfully submit the following report:

The undersigned Commissioners were and are disinterested free holders in Creek County, State of Oklahoma, qualified under the Statutes of the State of Oklahoma and selected from the current jury list of this Court, and were not and are not interested in any like question. That on the 28 and 29th day of November, 1951, the said Commissioners took the oath prescribed by law and proceeded to inspect the properties concerned, situated in Creek County, Oklahoma, and described as follows, to-wit:

The fee simple title to the surface rights only, and not including oil or mineral rights, ~~and/or a temporary grant for the purpose of opening a stream channel or channels across the following described tracts of land:~~

STATE OF OKLAHOMA  
COUNTY OF CREEK

FEB 1 1952

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Book 734 Page 124  
By *Sullivan* Deputy



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That part of the Southeast quarter (SE/4) except the East 250.0 feet of Section 8, Township 15 North, Range 7 East, in Creek County, Oklahoma, described by metes and bounds as follows:

Beginning at a point on the South line of said SE/4 a distance of 1076.7 feet East of the Southwest corner of said SE/4; thence West along said South line a distance of 512.7 feet; thence North 60 deg. 38' 07" East a distance of 2065.2 feet to a point on the East property line of C. E. Owens a distance of 1006.8 feet North of the South line of said SE/4; thence South along said property line a distance of 286.7 feet; thence South 60 deg. 38' 07" West a distance of 1477.2 feet to point of beginning.

containing 10.22 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the Southeast quarter (SE/4) except the East 250.0 feet of Section 8, Township 15 North, Range 7 East, described by metes and bounds as follows:

Beginning at a point on the South line of said SE/4, a distance of 1356.3 feet East of the SW corner of said SE/4; thence East along said South line a distance of 286.3 feet; thence North 29 deg. 21' 53" West a distance of 276.0 feet to a point on the Southerly property line of the Oklahoma Turnpike Authority; thence South 60 deg. 38' 07" West along said property line a distance of 250.0 feet; thence South 29 deg. 21' 53" East a distance of 136.3 feet to point of beginning.

containing 1.18 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the Southeast quarter, except the East 250.0 feet of Section 8, Township 15 North, Range 7 East, described by metes and bounds as follows:

Commencing at a point on the East line of said Section 8 a distance of 1008.9 feet North of the SE corner of said Section 8; thence South 60 deg. 38' 07" West a distance of 1492.7 feet; thence North 29 deg. 21' 53" West a distance of 120.0 feet to a point on the Northernly property line of the Oklahoma Turnpike Authority as a point of beginning; thence North 60 deg. 38' 07" East along said property line a distance of 600.0 feet; thence North 29 deg. 21' 53" West a distance of 120.0 feet; thence South 60 deg. 38' 07" West a distance of 600.0 feet; thence South 29 deg. 21' 53" East a distance of 120.0 feet to said point of beginning.

containing 2.48 acres, more or less;

Also: The fee simple title to the surface rights only, and not including oil or mineral rights on the following described tract or tracts of land:

That part of the West half of the Southwest quarter and the Southeast quarter, and the West half of the Northeast quarter of Section 9, Township 15 North, Range 7 East described by metes and bounds as follows:

Beginning at a point on the West line of said W/2 SE/4 a distance of 371.3 feet North of the SE corner of said W/2 SE/4; thence North along said West line a distance of 275.2 feet; thence North 60 deg. 38' 07" East a distance of 1512.0 feet to a point on the East line of said W/2 SE/4 a distance of 1386.3 feet North of the SE corner of said W/2 SE/4; thence South along said East line a distance of 275.2 feet; thence South 60 deg. 38' 07" West a distance of 1512.0 feet to point of beginning;

Also: Beginning at a point on the West line of said SE/4 a distance of 2316.3 feet North of the SE corner of said SE/4; thence North along said West line a distance of 344.6 feet; thence North 60 deg. 38' 07" East a distance of 1512.0 feet to a point on the East line of said W/2 NE/4 a distance of 749.3 feet North of the Southeast corner of said W/2 NE/4; thence South along said East line a distance of 344.6 feet; thence South 60 deg. 38' 07" West a distance of 1512.0 feet to point of beginning;

containing 10.74 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the W/2 NE/4 and SE/4 of Section 9, Township 15 North, Range 7 East in Creek County, Oklahoma, described by notes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2488.6 feet North of the SE corner of said SE/4; thence North 60 deg. 38' 07" East a distance of 383.2 feet; thence North 29 deg. 21' 53" West a distance of 150.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning; thence North 29 deg. 21' 53" West a distance of 200.0 feet; thence North 60 deg. 38' 07" East a distance of 400.0 feet; thence South 29 deg. 21' 53" East a distance of 200.0 feet to a point on said Northerly property line; thence South 60 deg. 38' 07" West along said Northerly property line a distance of 400.0 feet to said point of beginning;

containing 1.33 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the Southeast quarter of section 9, Township 15 North, Range 7 East, described by notes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2488.6 feet North of the SE corner of said SE/4; thence North 60 deg. 38' 07" East a distance of 133.2 feet; thence South 29 deg. 21' 53" East a distance of 150.0 feet to a point on the Southerly property line of the Oklahoma Turnpike Authority as a point of beginning; thence North 60 deg. 38' 07" East along said Southerly property line a distance of 250.0 feet; thence South 29 deg. 21' 53" East a distance of 150.0 feet; thence South 60 deg. 38' 07" West a distance of 250.0 feet; thence North 29 deg. 21' 53" West a distance of 150.0 feet to said point of beginning;

Containing 0.36 acres, more or less.



IN THE DISTRICT COURT OF CREEK COUNTY,  
STATE OF OKLAHOMA

OKLAHOMA TURNPIKE AUTHORITY,

Plaintiff,

vs

No. 27963

C. E. OWENS,  
MRS. C. E. OWENS,  
C. O. OWENS, and  
NABCO OIL COMPANY,  
a corporation,

Defendants.

RECEIVED AND FILED  
in District Court, Creek County

FEB 21 1952

TIME 2 20  
LEE SNIDER, Court Clerk  
by *[Signature]*

JOURNAL ENTRY OF  
JUDGMENT

This cause coming on to be heard on this, the 28th day of January, 1952 pursuant to proper demands filed for a trial by jury as to the amount of compensation to be paid to the defendants by the plaintiff for the taking of the following described property:

Fee simple title to the surface rights only, and not including oil or mineral rights to the following described tract:

That part of the SE/4 except the East 250.0 feet of Section 8, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Beginning at a point on the South line of said SE/4 a distance of 1076.7 feet East of the NW corner of said SE/4, thence West along said South line a distance of 512.7 feet, thence N 60 deg. 38' 07" E a distance of 2065.2 feet to a point on the East property line of C. E. Owens a distance of 1006.8 feet North of the South line of said SE/4, thence South along said property line a distance of 286.7 feet, thence S 60 deg. 38' 07" W a distance of 1477.2 feet to point of beginning, containing 10.22 acres, more or less;

A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the SE/4 except the East 250.0 feet of Section 8, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

*[Handwritten signature]*

Beginning at a point on the East line of said SE/4 a distance of 1174.3 feet East of the SW corner of said SE/4, thence East along said East line a distance of 250.0 feet, thence S 29 deg. 21' 53" W a distance of 274.0 feet to a point on the northerly property line of the Oklahoma Turnpike Authority, thence S 29 deg. 38' 07" W along said property line a distance of 250.0 feet, thence S 29 deg. 21' 53" W a distance of 136.3 feet to point of beginning, containing 1.18 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel across the following described tract:

That part of the SE/4 except the East 250.0 feet of Section 8, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Commencing at a point on the East line of said Section 8 a distance of 1008.9 feet North of the SE corner of said Section 8, thence S 60 deg. 38' 07" W a distance of 1492.7 feet, thence N 29 deg. 21' 53" W a distance of 120.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning, thence N 60 deg. 38' 07" E along said property line a distance of 600.0 feet, thence N 29 deg. 21' 53" W a distance of 180.0 feet, thence S 60 deg. 38' 07" W a distance of 600.0 feet, thence S 29 deg. 21' 53" E a distance of 120.0 feet to said point of beginning, containing 2.48 acres, more or less;

Also: Fee simple title to the surface rights only, and not including oil or mineral rights to the following described tract:

That part of the W/2 SW/4 and SE/4 and W/2 NE/4 of Section 9, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Beginning at a point on the West line of said W/2 SW/4 a distance of 871.3 feet North of the SW corner of said W/2 SW/4, thence North along said West line a distance of 275.2 feet, thence N 60 deg. 38' 07" E a distance of 1512.0 feet to a point on the East line of said W/2 SW/4 a distance of 1886.3 feet North of the SE corner of said W/2 SW/4, thence South along said East line a distance of 275.2 feet, thence S 60 deg. 38' 07" W a distance of 1512.0 feet to point of beginning;

Also: Beginning at a point on the West line of said SE/4 a distance of 2316.3 feet North of the SW corner of said SE/4, thence North along said West line a distance of 344.6 feet, thence N 60 deg. 38' 07" E a distance of 1512.0 feet to a point on the East line of said W/2 NE/4 a distance of 749.3 feet North of the SE corner of said W/2 NE/4, thence South along said East line a distance of 344.6 feet, thence S 60 deg. 38' 07" W a distance of 1512.0 feet to point of beginning, containing 18.74 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel over and across the following described tract:

That part of the W/2 NE/4 and SE/4 of Section 9, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2488.6 feet North of the SW corner of said SE/4, thence N 60 deg. 38' 07" E a distance of 383.2 feet, thence N 29 deg. 21' 53" W a distance of 150.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning, thence N 29 deg. 21' 53" W a distance of 200.0 feet, thence N 60 deg. 38' 07" E a distance of 400.0 feet, thence S 29 deg. 21' 53" E a distance of 200.0 feet to a point on said Northerly property line, thence S 60 deg. 38' 07" W along said Northerly property line a distance of 400.0 feet to said point of beginning, containing 1.35 acres, more or less;

Also: A temporary grant for the purpose of opening a stream channel over and across the following described tract:

That part of the SE/4 of Section 9, T15N, R7E in Creek County, Oklahoma, described by metes and bounds as follows:

Commencing at a point on the West line of said SE/4 a distance of 2488.6 feet North of the SW corner of said SE/4, thence N 60 deg. 38' 07" E a distance of 383.2 feet, thence N 29 deg. 21' 53" W a distance of 150.0 feet to a point on the Northerly property line of the Oklahoma Turnpike Authority as a point of beginning, thence N 60 deg. 38' 07" E along said Northerly property line a distance of 200.0 feet, thence S 29 deg. 21' 53" E a distance of 150.0 feet, thence S 60 deg. 38' 07" W a distance of 250.0 feet, thence S 29 deg. 21' 53" E a distance of 150.0 feet to said point of beginning, containing 0.85 acres, more or less;

and the plaintiff being present by its attorneys of record, and being and was called, and the defendants being present by their attorneys of record, Young, Young and Young and J. C. Hudson, and after parties remaining ready for trial, the court proceeded to impanel a jury and the plaintiff introduced its evidence relative to its right to condemn the property involved in this action and the negotiations had between the plaintiff and the defendants for the purchase of the property prior to the institution of the condemnation proceedings, and having submitted the case, the burden shifted to the defendants to prove

IN THE PROBATE COURT OF THE STATE OF OKLAHOMA  
District Court, C

RECEIVED AT

in District Court, C

JUN 28 1955

LEE SMIDER, Clerk

No. 35,435

27963

No. 35,632

G. E. Owens, Mrs. G. E. Owens,  
G. O. Owens and Nabob Oil Company,  
Plaintiffs in Error,

vs.

Oklahoma Turnpike Authority,  
Defendant in Error.

G. E. Owens, Mrs. G. E. Owens,  
G. O. Owens and Nabob Oil Company,  
Plaintiffs in Error,

vs.

Oklahoma Turnpike Authority,  
Defendant in Error.

SUPPLEMENTAL ORDER

It is hereby ordered that the order on mandate dated May 23, 1955, be modified as follows:

On this 27 day of June, 1955, for good cause shown, any enforcement of the mandate in the trial court is hereby ordered stayed until October 1, 1955, pending the filing of an appeal by the plaintiffs in error in the Supreme Court of the United States, and if said appeal is filed on or before said October 1, 1955, enforcement of the mandate shall be further stayed until such time as the Supreme Court of the United States renders a final decision herein, or until further order of this court.

*W. B. Johnson*  
Chief Justice

I, Andy Payne, Clerk of the Supreme Court of the State of Oklahoma, do hereby certify that the above and foregoing is a full, true and complete copy of an order of said Court in the above matter, as the same stands on file in my office.  
In witness whereof I hereunto set my hand and affix the Seal of said Court at Oklahoma City, this the 27 day of June, 1955.

ANDY PAYNE, Clerk

*Andy Payne*  
Clerk

APPROVED AS TO FORM:

/s/ Glenn O. Young  
Young, Young and Young

O. C. Essman  
Attorneys for Defendants

RECORDED: Book 67 Page 417

ENDORSEMENT: RECEIVED AND FILED In District Court, Creek County FEB 22 1952  
TIME 2:00 LEE SNIDER, Court Clerk By Ray H. Weakley, Deputy

LEE SNIDER, Court Clerk for Creek County, Oklahoma, hereby certifies that the foregoing  
is a true and correct copy of the instrument recorded out as the same appears on file and/or  
abstract in the District Court of Creek County, Oklahoma.

Filed for record by *Mrs. [unclear]* 1956  
LEE SNIDER, Court Clerk,

by *Walter J. Higginbotham*, Deputy

INSTRUCTION No. 1

This is a Condemnation proceeding, brought by the Oklahoma Turnpike Authority, wherein the Turnpike Authority seeks to acquire for Turnpike purposes, by the exercise of the power of eminent domain, certain rights in land for the construction, operation and maintenance, of a turnpike over and across, certain portions of the land...

SEE LAND

All of Section 4, Township 15, Range 7 . . . . .	640 acres
W 1/2; and W 1/4 SW1/4; and SW1/4 of Section 9, Township 15, Range 7 . . . . .	320 acres
W 1/2; and SW1/4 SW1/4; and SW1/4 SW1/4; and W 1/4 SW1/4 of Section 4, Township 15, Range 7 . . . . .	320 acres
W 1/2 of Section 15 . . . . .	320 acres
W 1/2 and SW1/4 SW1/4 of Section 16 . . . . .	320 acres
W 1/2 and SW1/4 SW1/4 of Section 17 . . . . .	320 acres
	<hr/>
	2,000 acres

SWAGGERS  
TRUCKEE PLAZA

W 1/2 of Section 7 and SW1/4 SW1/4 of Section 9 . . . . .	320 acres
---	-----------

WILKINSON

W 1/2 of Section 9 . . . . .	160 acres
SW1/4 of Section 9 . . . . .	160 acres
SW1/4 of Section 10 . . . . .	160 acres
W 1/2 SW1/4 of Section 16 . . . . .	80 acres
SW1/4 SW1/4 of Section 9 . . . . .	40 acres
	<hr/>
	600 acres

GIVEN  
AT  
Oklahoma City, Oklahoma  
this 1st day of August, 1954  
*[Signature]*

hc

ASSIGNMENT AND BILL OF SALE

PURE TRANSPORTATION COMPANY

DATED: June 30, 1958  
FILED: August 13, 1958  
at 10:45 A.M.

TO

In the Office of the County Clerk,  
Creek County, Oklahoma  
Recorded in Book 827 Page 464  
Consideration: \$1.00 o.g.&v.c.

KERR-McGEE OIL INDUSTRIES, INC.

-----

KNOW ALL MEN BY THESE PRESENTS:

That PURE TRANSPORTATION COMPANY, an Ohio corporation, with principal offices at 35 East Wacker Drive, Chicago, Illinois (hereinafter referred to as "Pure") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has sold, transferred and assigned, and does hereby sell, transfer and assign to KERR-McGEE OIL INDUSTRIES, INC., a Delaware corporation, with principal offices at the Kerr-McGee Building, Oklahoma City 2, Oklahoma (hereinafter referred to as "Kerr-McGee") free of all liens and encumbrances, all the pipe lines and gathering lines for crude oil owned by Pure in Creek County, Oklahoma, which traverse the premises described in Exhibit A attached hereto and made a part hereof, together with all tank and pump sites, tank and pump site leases, surface leases, rights of way grants, licenses, permits and easements incident thereto described in Exhibit B attached hereto and made a part hereof, and all equipment and personal property of every kind thereon or appurtenant thereto, or used or obtained in connection with said pipe lines and gathering lines, or with the operation of said pipe lines and gathering lines except for those items of equipment and personal property listed in Exhibit C attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Kerr-McGee, its successors and assigns forever.

Pure hereby warrants title to the above property as against itself and those claiming under it.

This assignment and bill of sale shall become effective as of July 1, 1958, at 7:00 A.M. Central Standard time.

IN WITNESS WHEREOF, this instrument has been executed in multiple identical counterparts this 30th day of June, 1958.

ATTEST:  
HARRY L. WYLIE  
Asst. Secretary  
(CORP SEAL)

PURE TRANSPORTATION COMPANY  
BY: A. E. HARNSBERGER  
President

ACKNOWLEDGED on the 27th day of June, 1958, by A. E. HARNSBERGER and HARRY L. WYLIE, President and Assistant Secretary, respectively, before GERI B. NORINSKY, Notary Public, Cook County, Illinois. Commission expires 11/21/59 (SEAL)

000183

460

Exhibit "A" attached to and made a part of Assignment and Bill of Sale from Pure Transportation Company to Kerr-McGee Oil Industries, Inc., effective July 1, 1958, at 7:00 A.M., Central Standard Time.

All Townships hereinafter mentioned are north; all Ranges hereinafter mentioned are east.

#### MAIN LINE NO. 1

A 4-inch main line connected to manifold at Drumright Station located in the NW/4 of NW/4 of NE/4 Section 32-18-7, extending in a southeasterly direction across the NE/4 and SE/4 Section 32; NE/4 of NE/4 Section 5-17-5; W/2 of NW/4, N/2 of SW/4, SE/4 of SW/4 and SW/4 of SE/4 Section 4-17-7; W/2 of NE/4, SE/4 of NE/4 and NE/4 of SE/4 Section 9; SW/4 of SW/4 Section 10; NW/4 and NE/4 of SW/4 and W/2 of SE/4 Section 15; N/2 of NE/4, SE/4 of NE/4 and NE/4 of SE/4 Section 22; W/2 of SW/4 and SE/4 of SW/4 Section 23; NE/4 of NW/4, W/2 of NE/4, N/2 of SE/4 and SE/4 of SE/4 Section 26; SW/4 of SW/4 Section 25; NW/4 of NW/4, E/2 of NW/4, SW/4 of NE/4, N/2 of SE/4 and SE/4 of SE/4 Section 36-17-7, to a point in the NE/4 of NE/4 of NE/4 Section 1-16-7; thence in a southerly direction across the E/2 of NE/4 and E/2 of SE/4 Section 1; E/2 of NE/4 and E/2 of SE/4 Section 12; E/2 of NE/4 and E/2 of SE/4 Section 13; E/2 of NE/4 and E/2 of SE/4 Section 24; E/2 of NE/4 and E/2 of SE/4 Section 25; NE/4 of NE/4 Section 36-16-7; thence in a southeasterly direction across the W/2 of NW/4; N/2 of SW/4, SE/4 of SW/4 and SW/4 of SE/4 Section 31-16-8; W/2 of NE/4, N/2 of SE/4 and SE/4 of SE/4 Section 6-15-8; SW/4 of SW/4 Section 5-15-8; N/2 of NW/4, SE/4 of NW/4, NE/4 of SW/4, W/2 of SE/4 and SE/4 of SE/4 Section 8-15-8; N/2 of NE/4, SE/4 of NE/4 and NE/4 of SE/4 Section 17-15-8, and terminating at a storage tank on the Yahola Tank Farm in the NW/4 of NW/4 Section 16-15-8.

#### MAIN LINE NO. 2

A 6-inch main line commencing at a point in the NE/4 of NE/4 Section 17-15-8; thence in a southeasterly direction across the E/2 of NE/4 Section 17-15-8; to a point in the SE/4 NE/4 said Section 17-15-8; thence south across the E/2 SE/4 said Section 17 to a point in the E/2 SE/4 said Section 17, thence southeast to a point in the W/2 NW/4 Section 21-15-8, thence south across Section 28; W/2 of NW/4 and W/2 of SW/4 Section 33; W/2 of NW/4 and W/2 of SW/4 Section 4-14-8; W/2 of NW/4 Section 9; W/2 of SW/4 Section 9; W/2 of NW/4 and W/2 of SW/4 Section 16; W/2 of NW/4 and W/2 of SW/4 Section 21; W/2 of NW/4 and W/2 of SW/4 Section 28; W/2 of NW/4 and W/2 of SW/4 Section 33, and terminating at a point in the SW/4 of SW/4 Section 33-14-8 at the Creek-Okfuskee County line.

#### MAIN LINE NO. 3

A 4-inch main line connected to manifold at Drumright Station located in the NW/4 of NW/4 of NE/4 Section 32-18-7, extending in a northerly direction across the W/2 of SE/4, SW/4 of NE/4 and NW/4 of NE/4 Section 29-18-7, to a point; thence in a northwesterly direction and terminating at a point in the NE/4 of NW/4 Section 29-18-7.

#### MAIN LINE NO. 4

A 4-inch main line connected at a point in the SW/4 of SE/4 Section 11-15-7, extending in a westerly direction across the SW/4 of SE/4 and S/2 of SW/4 Section 11; S/2 of SE/4 and S/2 of SW/4 Section 10; S/2 of SE/4 and S/2 of SW/4 Section 9; SE/4 and N/2 of SW/4 Section 8 and to a point in NE/4 of SE/4 Section 7; thence in a northwesterly direction across the NE/4 of SE/4 and SE/4 of NE/4 and W/2 of NE/4 and N/2 of NW/4 Section 7; SW/4 of SW/4 Section 6, and terminating at a point on the Lincoln-Creek County line located in the SW/4 of SW/4 Section 6, all in 15-7.

#### LATERAL LINES CONNECTED TO MAIN LINE NO. 4

A lateral line connected at a point located in the SE/4 of SW/4 Section 10-15-7, extending in a southerly direction across the NE/4 of NW/4 and SE/4 of NW/4 Section 15; thence in a southwesterly direction across the SW/4 of NW/4 and NW/4 of SW/4 Section 15; thence in a northwesterly direction across the NE/4 of SE/4 and SE/4

Exhibit "A"

(1)

Creek



STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

35 JUL - 6 1990  
Book of Jack P. M. and duly registered  
Book 2165 Page 615-16  
BETTY RENTZ, County Clerk  
By D. W. [unclear] Deputy

90 8036

WARRANTY DEED

Parcel No.  
50-75A

KNOW ALL MEN BY THESE PRESENTS:

That James W. Owens and LaFleura D. Owens, husband and wife

\_\_\_\_\_ parties of the first part, in consideration of  
the sum of Eight hundred and fifty DOLLARS (\$850.00)  
do hereby grant, bargain, sell and convey unto the Oklahoma  
Turnpike Authority, a Body Corporate and Politic of the State of  
Oklahoma, the fee simple title in and to the following described  
real property and premises, and including all right, title and  
interest in and to the airspace, light and view above the surface  
of the lands herein described, reserving and excepting the mineral  
interests, therein, to-wit:

A strip, piece or parcel of land lying in part of the W 1/2 NE 1/4  
of Section 9, T 15 N, R 7 E, in Creek County, Oklahoma. Said  
parcel of land being described by metes and bounds as follows:

Beginning at a point on the East line of said W 1/2 NE 1/4, a  
distance of 116.87 feet North of the SE corner of said W 1/2  
NE 1/4, thence North along said East line a distance of 88.35 feet,  
to a point on the present South right of way line of the Turner  
Turnpike, thence Southwesterly along said right of way line a  
distance of 43.62 feet, thence S 29°21'53"E a distance of 76.83  
feet to point of beginning.

Containing 0.04 acres, more or less.

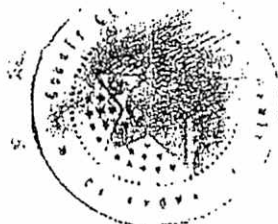
together with all improvements thereon and the appurtenances  
thereunto belonging, and warrant the title to the same. The  
reservation, and exception of mineral rights herein does not  
include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said Oklahoma  
Turnpike Authority, its heirs and assigns forever, free, clear and  
discharged of and from all former grants, charges, taxes,  
judgments, mortgages and other liens and encumbrances of whatsoever  
nature, reserving and excepting the mineral interests therein;  
provided, however, that any explorations or development of said  
reserved mineral rights shall not directly or indirectly interfere  
with the use of said land by the State of Oklahoma.

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

Signed and delivered this 6<sup>th</sup> day of July, 1990

[Signature]  
LaFleura D. Owens



Please Return To:

113 Sprint  
Real Estate Acquisition & Admin.  
9450 Metcalf; KSOPKC0802  
Overland Park, KS  
66212

92 4230

AFFIDAVIT OF EQUITABLE INTEREST

STATE OF OKLAHOMA  
COUNTY OF CREEK  
THIS INSTRUMENT WAS FILED  
FOR RECORD ON

2<sup>10</sup> APR - 2 1992  
2 o'clock P. M. and duly recorded in  
Book 288 Page 261  
BETTY BENTZ, County Clerk  
By [Signature] Deputy

THIS AFFIDAVIT OF EQUITABLE INTEREST, made as of the 25th day of March, 1992, by the OKLAHOMA TURNPIKE AUTHORITY, a corporation, Grantor, to SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership, successor-in-interest to US TELECOM INC., a Kansas Corporation, Grantee:

WITNESSETH, that Grantor and Grantee have entered into a Franchise Agreement dated as of October 16th, 1986, (hereinafter "Agreement") whereby Grantor has granted to Grantee the right to construct, operate and maintain a fiber optic communications system on the property of the Grantor under the terms, provisions, and conditions contained in said Agreement, one of which is that Grantor shall grant to Grantee an Affidavit of Equitable Interest in the form of this affidavit.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Grantor by these presents does hereby grant to Grantee an AFFIDAVIT OF EQUITABLE INTEREST to construct, reconstruct, rebuild and reinstall the fiber optic communications system (Communication System) as shown and in the locations shown on Exhibit A, attached hereto and by this reference made a part hereof, and reasonable ingress and egress to and from the location of the Communication System for the purpose of constructing, reconstructing, rebuilding, reinstalling, operating, and maintaining the Communication System;

SUBJECT TO and RESERVING unto the Grantor, its successors and assigns, the following:

a. The foregoing grants are made without covenant of title or for quiet enjoyment and without warranty of title express or implied, and are subject and subordinate to any outstanding or superior rights;

b. The foregoing grants are also subject and subordinate to the prior and continuing right and obligation of Grantor to use and maintain its entire property in the performance of its public duty as a common carrier and are also subject to the right and power of Turnpike Authority to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire or fiber lines, pipe lines and other facilities upon, along or across any or all parts of the Grantor's property, or permit others to do so for the Turnpike Authority, all or any of which may be freely done at any time or times by Grantor or others with its permission without liability to Grantee or to any other party for compensation or damages, unless and except to the extent that the foregoing Agreement, otherwise expressly provide;

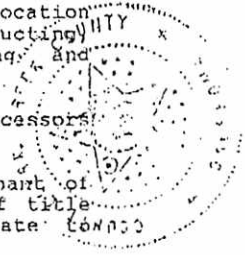


EXHIBIT A

A strip of land approximately 38.53 miles long, approximately 10 feet wide, except in interchange areas, with the south boundary being the south boundary of the Turner Turnpike ("Turner") right-of-way, Oklahoma County, lying within said right-of-way, the purpose constituting a Fiber Optic Cable Route, as said right-of-way extends from the west line of Creek County, approximate Turner Mile Post ("MP") 182+00 and Sprint Communications Company ("Sprint") station no. 3+01, and continues in a general easterly direction to where the cable route leaves said right-of-way, approximate Turner MP 220+53 and Sprint station no. 28+15, more particularly described as traversing Creek County, State of Oklahoma in the following described Townships, Ranges and Sections to wit:

County, CREEK:

Township 15 North, Range 7 East:

- ✓ Section 18: SW 1/4 & SE 1/4 & NE 1/4  
near Turner MP 183
- ✓ Section 17: NW 1/4 & NE 1/4
- ✓ Section 8: SE 1/4  
near Turner MP 184
- ✓ Section 9: SW 1/4 & SE 1/4 & NE 1/4  
near Turner MP 185
- ✓ Section 10: NW 1/4  
near Turner MP 186
- ✓ Section 3: SW 1/4 & SE 1/4
- ✓ Section 2: SW 1/4 & NW 1/4 & NE 1/4  
near Turner MP 187
- ✓ Section 1: NW 1/4 & NE 1/4  
near Turner MP 188

Township 16 North, Range 7 East:

- ✓ Section 36: SE 1/4

Township 15 North, Range 8 East:

- Section 6: NW 1/4

Township 16 North, Range 8 East:

- ✓ Section 31: SW 1/4 & SE 1/4  
near Turner MP 189
- ✓ Section 32: All  
near Turner MP 190 & 191

ABSTRACTER'S NOTE: OTHER LANDS  
EXHIBITS AND/OR PROVISIONS OMITTED  
BY ABSTRACTER.

564

OKLAHOMA ABSTRACTORS BOARD UNIFORM ABSTRACT CERTIFICATE

The undersigned hereby certifies that:

1. There is shown herein a true and correct abstract of all instruments filed for record or recorded in the office of the County Clerk of Creek County during the period covered by the certificate, affecting the title to the following described real property:

(See Captioned Page for Complete Legal Description)

Pursuant to O.A.C. 5:11-3-9(4D) this Abstract has been prepared for a fee simple estate, less and except oil, gas, and other mineral interests. All instruments covering oil, gas, and other minerals, including but not limited to deeds, grants, leases, assignments and releases thereof, have been omitted.

(NOTE BY ABTRACTOR: All instrument relative to gathering systems or pipeline mortgages, assignments of mortgages, UCC financing statements and releases of mortgages/statements have been omitted from this abstract.)

2. The records of the Court Clerk and the County Clerk of said County disclose that there are no exceptions, court proceedings, suits pending in the court of records in said County, or liens of any kind affecting the title to said real estate, and that there are no judgments or transcripts of judgments indexed and docketed on the judgment against any of the following named parties affecting the title to said real estate, except as shown in the Abstract.

We hereby certify as to all names and parties as they appear in the chain of title to the property covered in this abstract.

3. The records of the County Treasurer of said County disclose that:

a. Said real property has been assessed for ad valorem taxes for each year covered by this Certificate for which ad valorem tax could be a lien against said real property: and there are no ad valorem taxes which are a lien on said property, due and unpaid on said property, nor tax sales thereof unredeemed, nor tax deeds given thereon, EXCEPT: GENERAL TAXES: "2013 and Prior Years PAID OR CANCELED by O.S.A. Section 2941 as amended." Years 2014 thru 2020, inclusive, -- PAID.

b. There are no unpaid personal property taxes which are a lien on the real property and there are no matured or unmatured unpaid special assessments certified to the Office of the County Treasurer due and unpaid, nor tax sales thereof unredeemed, nor tax deeds given thereon, EXCEPT NONE

There is no certification as to Special Assessments. Certification is provided by attached Special Certificate at request of customer.

4. The undersigned is a duly qualified and lawfully bonded abstractor, who is granted a Certificate of Authority in accordance with the Statutes of the State of Oklahoma to engage in the business of abstracting, and whose bond is in force at the date of this Certificate. The undersigned has a complete set of indexes to the records of said County, in compliance with Title 1 of the Oklahoma Statutes, compiled from the records and not copied from the indexes in the County Clerk, and the searches covered by this certificate reflect the records of said county and are not restricted to the indexes in the Office of the County Clerk.

This certificate covers pages number 1 to 296 both inclusive, and covered the period from Inception to June 7, 2021 at 7:45 A.M.

Dated this 14<sup>th</sup> day of June, 2021.

Sapulpa Abstract & Title Company, Inc. dba  
AMERICAN ABSTRACT AND TITLE COMPANY

BY: [Signature]  
DEBRA KAY SPARKS/PRESIDENT  
OAB CERTIFICATE OF AUTHORITY #67  
ABSTRACTOR, LICENSE #1083

BY: [Signature]  
ABSTRACTOR, LICENSE #4661

Abstract No. 69335



OKLAHOMA LAND TITLE ASSOCIATION

