

Cover page for:

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

Preliminary title insurance schedules prepared by:

Community Escrow & Title Co.

(File Number: SW210820604)

**Auction Tracts 2 - 5
(Payne County, Oklahoma)**

For September 28, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Palmetto Agribusiness LLC

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Community Escrow & Title Co.
Issuing Office: 623 South Lewis, Stillwater, OK 74074
Issuing Office's ALTA® Registry ID: 1077777
Loan ID No.:
Commitment No.: SW210820604
Issuing Office File No.: SW210820604
Property Address: N Range Rd., Stillwater, OK 74075
Revision No.: 1

SCHEDULE A

1. Commitment Date: August 11, 2021 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: To Be Determined
Proposed Policy Amount: TBD
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: To Be Determined
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Palmetto Agribusiness LLC
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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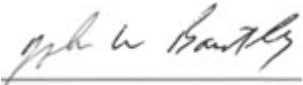
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SCHEDULE A
(Continued)

Community Escrow & Title Co.

AMERICAN EAGLE TITLE INSURANCE COMPANY

By: 

Community Escrow & Title Co. Lic #10011514,
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

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COMMITMENT FOR TITLE INSURANCE

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.

Warranty Deed from Palmetto Agribusiness LLC, an Oklahoma limited liability company to To Be Determined.

Mortgage from To Be Determined to To Be Determined, securing the principal amount of \$0.00.

5. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.
6. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
7. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
8. Pay the agreed amount for the estate or interest to be insured.
9. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.
10. Final policy cannot be issued, unless abstract certificate date, which is at August 11, 2021, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.

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SCHEDULE B

(Continued)

11. With respect to Palmetto Agribusiness LLC, furnish a complete copy of its Articles of Organization; operating agreement and any amendments thereto; Verification of Good Standing; and satisfactory evidence of the authority of the officers, managers, or members to execute the documents required to close the proposed transaction.
12. ****24 Month Chain of Title**** The current record owners, as shown on Schedule A herein, have been in continuous and uninterrupted title since December 10, 2013, by way of a Warranty Deed recorded in Book 2145, page 518.
13. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements not recorded in the Public Record.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. The Standard Exceptions (2, 3, 4 and 5 above) may be eliminated in the Policy upon meeting the requirements of the Company.
7. Ad valorem taxes for Year 2021 amount of which is not ascertainable, due or payable.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. 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
10. Water rights, claims or title to water, whether or not shown by the public records.

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SCHEDULE B

(Continued)

11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Right of Way in favor of the State of Oklahoma for use by Oklahoma Agriculture and Mechanical College, recorded on October 16, 1948, in Book 91 Misc., page 99.
13. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on January 4, 1971, in Book 186 Misc., page 171.
14. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on November 12, 1971, in Book 190 Misc., page 304.
15. Easement for Impound in favor of Oklahoma Conservancy District No. 16, in Payne and Noble Counties, recorded on January 2, 1973, in Book 196 Misc., page 96.
16. Right of Way Easement in favor of AtlanticRichfield Company, recorded on September 11, 1984, in Book 630, page 504.
17. Easement for Public Highway in favor of Payne County, recorded on June 23, 1992, in Book 983, page 772.
18. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on April 12, 1999, in Book 1211, page 149.
19. Easement for Public Highway in favor of Payne County, recorded on February 14, 2012, in Book 2001, page 889.
20. Easement and Right of Way in favor of B&W Operating, LLC, recorded on May 22, 2014, in Book 2182, page 372.
21. Right of Way Easement in favor of Central Rural Electric Cooperative, recorded on August 29, 2014, in Book 2207, page 839.
22. Right of Way in favor of TOMPC LLC, recorded on June 25, 2015, in Book 2266, page 933. With Amended Exhibit "A" recorded on August 13, 2015, in Book 2280, page 813.
23. Surface Damage Agreement, recorded on September 28, 2015, in Book 2288, page 95.
24. Decree of Incorporation of the Conservancy District No. 16, of Payne and Noble Counties, recorded on July 29, 1958, in Book 134 Misc., Page 379.

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COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

The Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; less and except a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner (SE/cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the Point of Beginning; Thence N69°13'13"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°56'05"W 477.13 feet; Thence N00°45'46"W 251.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27"E 760.13 feet to a point on the East line of the Southeast Quarter (SE/4); Thence S00°07'58"W along the Section line 723.13 feet to the Point of Beginning.

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Charles R. Brown and
Grace P. Brown,
husband and wife

RIGHT OF WAY GRANT

DATED: September 11th, 1948

-to-

FILED: Oct 16, 1948, 8:46 A.M.

State of Oklahoma

RECORDED: Book 91 Misc. Page 99

KNOW ALL MEN BY THESE PRESENTS:

That Charles R. Brown and Grace P. Brown, husband and wife, hereinafter called the grantors (whether one or more) for and in consideration of the sum of \$492.90 in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the State of Oklahoma for the use and benefit of the Oklahoma Agricultural and Mechanical College at Stillwater, Oklahoma, hereinafter called the grantee, its successors and assigns, the right of way to lay, maintain, operate, replace change, alter, repair, inspect, relay and remove a pipe line for the transportation of water and other substances; together with such drips valves, fittings, meters, air relief valves, manholes, blow off apparatus, protection guards and fences, and similar appurtenances, either below or above the surface, as may be necessary or convenient to the operation of said pipe line on, over and through the following described land situated in Payne County, State of Oklahoma, to-wit:

The South one-Half (S/2) of the Southeast One-Fourth (1/4)
of Section No. Twelve (12) of Township Nineteen (19) North
of Range One (1) East of the Indian Meridian

together with the right of ingress and egress to and from said premises for all purposes incident to said grant, and warrant the title to the same.

Pipe, air relief valves, manholes, blow off apparatus, protection guards and fences laid and constructed under this grant shall be located approximately as shown on the attached plat and all pipe shall be buried to such depth as not to interfere with the ordinary cultivation of said land.

The said grantee hereby agrees to pay any damages to crops, trees or improvements, including fences, and land erosion, on said land, which may result from its acts or omissions in laying, maintaining, operating, replacing, changing, altering, repairing, inspecting, relaying or removing said pipe line, and appurtenances thereof, the said damages, if not mutually agreed upon within 15 days after written notice has been given the grantee of damage, either party may claim arbitration, in which case the damage is to be ascertained and determined by 3 disinterested persons, one of whom shall be appointed by the grantor, one by the grantee, (when either

Book 91 Misc. Page 99-Cont'd...

party appoints an arbitrator the other must appoint his arbitrator within 5 days after written notice of the appointment) and the third by the two so appointed as aforesaid; and the award of such 3 arbitrators, or any 2 of them, shall be final and conclusive. The costs of such arbitration shall be borne equally by the parties.

Grantee agrees to make a 1 inch service connection in said pipe line and to set a meter to which grantor may make connection, at his own risk and expense, and take, by natural flow, as, if and when available, raw and untreated water, in an amount not to exceed 1,000 gallons per day, unless a greater amount is agreed upon in writing by the parties, at the price of 3 cents per 1,000 gallons, payable semi-annually on the 1st day of January and July of each year. Said water shall not be wasted or used for industrial or irrigational purposes, and grantor agrees to abide by all reasonable regulations hereafter adopted for the preservation, regulation and protection of the entire water system of grantee. Grantor covenants to save the grantee harmless from all damage arising from the fact that this water is raw and untreated.

Should the grantor desire to perform a particular operation near the route of the said pipe line, which operation might reasonably result in damage thereto, or any of its appurtenances, he shall notify the grantee of the nature of the operation, the time, and the location, not less than 10 days before the performance thereof; whereupon the grantee shall send a representative to supervise the operation insofar as is necessary to protect the said pipe line or any of its appurtenances.

The giving of the grantor, of notice, written or oral contemplated by or arising under this grant shall be deemed sufficient to the grantee if conveyed or given to the office of the business manager of OAMC, Stillwater, Oklahoma or its designated successor.

TO HAVE AND TO HOLD said easement, grant, rights and right of way unto said grantee its successors and assigns, forever.

This grant and agreement shall be binding upon and the benefits hereof enure to the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the grantors have hereunto set their hands this 11th day of September, 1948.

Charles R. Brown
Grace P. Brown

ACKNOWLEDGED: September 11th, 1948 by Charles R. Brown and Grace P. Brown, husband and wife, before Robert L. Hert Notary Public in and for Payne County, Oklahoma (SEAL) Commission expires Jan. 28, 1950.

PAYNE COUNTY

TITLE COMPANY

em

PHYLLIS B. LEAGHTY and
BLAIR P. BROWN, Guardians
of Estate of GRACE P.
BROWN, Incompetent

RIGHT OF WAY EASEMENT

DATED: September 2nd, 1969

FILED: Jan 4, 1971 at 10:28 AM

to

RURAL WATER CORPORATION NO. 3

RECORDED: Book 186 Misc., Page 171

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Phyllis B. Leaghty and Blair P. Brown, Guardians of the person and Estate of Grace P. Brown, an incompetent, hereinafter referred to as Grantor, by Rural Water Corporation No. 3, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter, use operate, inspect, repair, maintain, replace, and remove a water pipeline and necessary appurtenances thereto, over, across and through the land of the GRANTOR situate in Payne County, State of Oklahoma, said land being described as follows:

The SE/4 of Section 12, Township 19 North, Range 1
East of the IN., Payne County, Oklahoma.

together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purpose of this easement.

The easement shall be 15 feet in width, which is described as follows:

Adjacent to the County road right of way along the East and South side of said land. And an additional 15 ft easement provides a crossing for a water line, the center line of which is described as follows: Beginning at a point 400 ft. N of the SE/corner of said land; thence W along the N side of Dry Creek a distance of approximately 500 feet; thence in a SWly direction, crossing Dry Creek and continuing to the S. side of said property.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The

(Continued...)



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GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 2nd day of September, 1969.

PHYLLIS B. LEAGHTY
BLAIR P. BROWN

ACKNOWLEDGED: On this 2nd of September, 1969, by Phyllis B. Leaghty and Blair P. Brown, Gaurdians of the Person and Estate of Grace P. Brown, an Incompetent, before Ann Caddel, Notary Public, Payne County, Oklahoma. Seal affixed and commission expiring 1-30-72.

Abstracter's Note: Proceedings in Probate P-6648 , Guardianship Guardianship of Grace P. Brown will be furnished on request.



BLAIR P. BROWN, EXECUTOR OF
THE ESTATE OF GRACE P.
BROWN, Deceased

RIGHT OF WAY EASEMENT

DATED: Nov. 12, 1971

TO

FILED: Dec. 6, 1971 at 2:10 p.m.

RURAL WATER CORP. NO. 3

RECORDED: Book 190 Misc., Page 304

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to Blair P. Brown, executor of the Estate of Grace P. Brown, deceased, hereinafter referred to as GRANTOR, by RURAL WATER CORPORATION NO. 3, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter, use operate, inspect, repair, maintain, replace, and remove a water pipeline and necessary appurtenances thereto, (THIS INSTRUMENT SHALL OPERATE AS A RELEASE OF A PREVIOUS RIGHT OF WAY DATED SEPTEMBER 2, 1969, RECORDED AT 186 MISC PAGE 171.) over across, and through the land of the GRANTOR situate in Payne County, State of Oklahoma, said land being described as follows:

The SE/4 of Sec. 12, Twp. 19 N., R. 1 E. I.M.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 15' in width, the center line of which is described as follows:

Beginning at a point 300' N. of the SE/c of said land; thence in a SWerly direction across Dry Creek to a point approximately 75' N. of the S. section line of said land; thence due West parallel to the S. section line of said land.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.



cb

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 12th day of November, 1971.

BLAIR P. BROWN,
Executor of the Estate of
Grace P. Brown, Deceased

ACKNOWLEDGED: On this 12th day of November, 1971,
by Blair P. Brown, Executor of the Estate of Grace P. Brown,
Deceased, before Max E. Sater, Notary Public, Payne County,
Oklahoma. Seal affixed and commission expiring 3-16-74.

The granting of the above described Right-of-Way Easement is approved by me this 12 day of November, 1971.

LEON J. YORK, Associate District Judge



CB

PHYLLIS B. LEAGHTY and
ROY W. LEAGHTY,
husband and wife, and
BLAIR P. BROWN and
DELORES M. BROWN,
husband and wife

EASEMENT - (IMPOUNDMENT)

DATED: May 22, 1972

FILED: Jan. 2, 1973 at 8:05 a.m.

TO

CONSERVANCY DISTRICT #16 IN
PAYNE AND NOBLE COUNTIES

RECORDED: Book 196 Misc., Page 96

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Phyllis B. Leaghty and Roy W. Leaghty, husband and wife; Blair P. Brown and Dolores M. Brown, husband and wife of Stillwater, Oklahoma, Grantor, does hereby grant, bargain, sell, convey and release unto Conservancy District #16 in Payne and Noble Counties of Stillwater, its successors and assigns, Grantee, a permanent and perpetual easement in, over and upon the following described land situated in the County of Payne, State of Oklahoma, to-wit:

The NE/4 of NE/4 of SE/4 of Sec. 12, Twp. 19 N., R. 1 E. of I.M.

for the purpose of temporary detention of any waters that are impounded, stored, or detained, and for the maintenance and inspection of areas to be flooded by a floodwater retarding structure to be located on other lands, designated as site No. 35 in the plan for works of improvement for the Stillwater Creek Watershed on file in the office of the Grantee.

1. In the event construction of the above described works of improvement is not commenced within 120 months from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

2. There is reserved to the Grantor, his heirs and assigns, the rights and privileges to use the above described land at any time, in any manner and for any purpose that does not interfere with operations, maintenance and inspection of the above described works of improvement.

3. The rights and privileges herein granted are subject to all easements, rights of ways, mineral reservations or other rights now outstanding in third parties.

Continued



cb

4. The Grantee is responsible for operating and maintaining the above described works of improvement.

To have and to hold the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

In witness whereof, the Grantor has executed this instrument on the 22nd day of May, 1972.

BLAIR P. BROWN
DOLORES M. BROWN

PHYLLIS B. LEAGHTY
ROY W. LEAGHTY

ACKNOWLEDGED: On this 22nd day of May, 1972, by Blair P. Brown and Dolores M. Brown, husband and wife, before Vesta L. Axtell, Notary Public, Payne County, Oklahoma. Seal affixed and commission expiring Feb. 7, 1976.

ACKNOWLEDGED: On this 22nd day of May, 1972, by Phyllis B. Leaghty and Row W. Leaghty, wife and husband, before Vesta L. Axtell, Notary Public, Payne County, Oklahoma. Seal affixed and commission expiring Feb. 7, 1976.




AR 74100 ✓

12874

BOOK 650 PAGE 504

Filed at 11:28 AM
Payne County Clerk SEP 11 1984

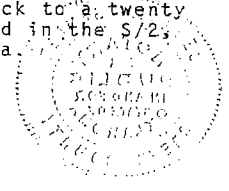
Atlantic Richfield Company  **Right of Way Easement**

For and in consideration of Nine Hundred dollars, the receipt of which is hereby acknowledged, Roy W. and Phyllis B. Leaghty - Rt. #3 Box 114, Stillwater, Oklahoma 74074

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto **Atlantic Richfield Company**, a Pennsylvania corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipe line for the transportation of liquids and/or gases on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple,

situated in Payne County, State of Oklahoma to wit:

A fifty (50') foot working Right-of-Way reverting back to a twenty five (25') foot permanent easement on 30 rods located in the S/2, SE/4, Section 12, T19N, R1E in Payne County, Oklahoma.



together with the right of unimpaird access to said pipe line and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct nor permit to be built, created, or constructed any obstruction, building, engineering work, or other structure upon or over the said pipe line or its right of way.

The consideration paid to and accepted by Grantor herefor includes payment for all damages to said land, and any part thereof, and to anything situated thereon, including but not limited to crops, timber, and improvements thereon, caused by personnel, vehicles, and equipment performing work in connection with construction and operations pursuant hereto, provided that Grantee agrees to repair any actual damage which may be done to improvements directly caused by Grantee exercising any rights herein granted.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantor's use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other water course.

~~As a part of the consideration for the above-described land, the Grantors warrant that they are the owners in fee simple of the above-described land, and that they have the right to grant the above-described easement.~~

~~and the Grantee agrees to indemnify and hold the Grantors harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by the Grantors in connection with the performance of the obligations of the Grantee under this easement.~~

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, and payment so made shall be deemed and considered as payment to each of said grantors.

The rights herein granted may be assigned in whole or in part.



AR3B-1228

The terms, conditions, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, Grantor _____ ha _____ hereunto set _____ hand _____ this _____ day of _____, 19____.

Witnesses: Randy L. Endicott

Grantors: Roy W. Leaghty SS# 211-09-0031
Phyllis B. Leaghty SS# 446-22-996

Acknowledgement of Individual

State of Oklahoma)
County of Greene)
Before me, a Notary Public, in and for said County and State, on this 8th day of August, 1988, personally appeared Roy W. Leaghty to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me thru me executed the same as his free and voluntary act and deed for the uses and purposes hereinafter set forth.
My commission expires: January 11, 1988
Georgia Semler
Notary Public

Acknowledgement For Corporation

State of _____)
County of _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ (Name of Officer) _____ (Title of Officer) of _____ a _____ (Name of Corporation acknowledging) _____ (State of Incorporation) corporation, on behalf of said corporation.
My commission expires: _____
Notary Public

31-61-1E

Series _____ Line No. _____
Form 012674
FILED SEP 11 AM 11 20
BY DEPUTY
SHEET _____ RODS _____
LENGTH COUNTY _____
INDEXED _____
DISTRICT DIRECTED _____
AUTHORITY REVERSED _____
RELEASED _____
CONNECTION _____
DRAFT _____

LAND ADMIN & LIT SERVICES
AUG 14 1988
RECEIVED
APL

006668

EASEMENT
JUN 23 3 07 PM '92
for Public Highway

BOOK PAGE

983 772

PAYNE COUNTY
SHERIFF DEPUTY
COURT CLERK
KNOW ALL MEN BY THESE PRESENTS:

That Phyllis B. Leaghty,
a married person

of Payne County, State of Oklahoma, hereinafter called the Grantors
(whether one or more), for and in consideration of the sum of one dollar
(\$1.00)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate
unto the County of Payne 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:

Beginning at a Point 250' West; 33' North of SE/c SE/4, Sec 12-19N-1E;
Thence North 75° East 50' thence East 75'; thence South 63° East 25';
west 150' to POB; containing

(in addition to present right-of-way)



For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and
all right, title or interest in and to the surface of the above granted and dedicated tract of land and the
appurtenances 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 PAYNE
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 PAYNE, 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 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 None

The undersigned Grantors hereby designate and appoint Themselves
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 23 day of JUN, 1992.

RETURN TO: PAYNE COUNTY CLERK
P.O. BOX 7
STILLWATER, OK 74076

Phyllis B. Leaghty
Phyllis B. Leaghty

R/W Form 8
County:
Rev. 3-30-79

State of Oklahoma }
County of Payne } ss.

983 773

Before me, a Notary Public in and for said county and state, on this 23 day of June, 1996, personally appeared Phyllis Leaghty and Ray Leaghty

Individual Acknowledgment

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



Isana Wehr
Notary Public

My Commission expires: 3-16-96

State of Oklahoma }
County of _____ } ss.

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

Individual Acknowledgment

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

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

Notary Public

My Commission expires: _____

State of Oklahoma }
County of _____ } ss.

Before me, a Notary Public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ to me known to be the identical person who subscribed the name and maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Corporation Acknowledgment

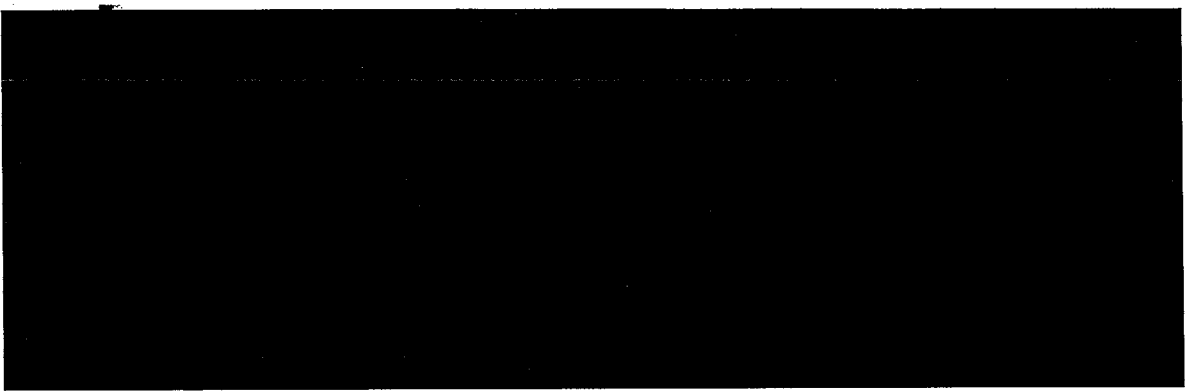
Witness my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____

No office

12-19-8
06668



1211 0149

Rural Water Corp. #8
202 S. Range Rd.
Stillwater, OK 74075
405-372-4064

RIGHT OF WAY EASEMENT
RURAL WATER LINE

DOC NUMBER 99-4645
Book 1211
Page(s) 149 to 150
Time 08:41AM
Fee \$10.00
04-12-1999
Sherri Schieffer
Payne County Clerk
RECORDED AND FILED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of one Dollar (\$1.00) and other good and valuable consideration paid to *Ray Leaghty* and PHYLLIS LEAGHTY, husband and wife, (hereinafter referred to as "GRANTOR"), by PAYNE COUNTY RURAL WATER CORPORATION NO. 3, 202 South Range Road, Stillwater, Oklahoma 74075 (hereinafter referred to as "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant, bargain, sell, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate inspect, repair, maintain, replace, and remove a water pipeline and all necessary appurtenances thereto, over, across, and through the land of the GRANTOR, situate in PAYNE COUNTY, OKLAHOMA, said land being more particularly described as follows:

THE SE/4 OF SECTION 12
TOWNSHIP 19 NORTH
RANGE 1 EAST

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

The easement shall be 20 feet in width, which is described more particularly as follows: ALONG AND PARALLEL WITH THE COUNTY ROAD RIGHT OF WAY ON THE EAST SIDE OF SAID ABOVE DESCRIBED TRACT OF LAND.

The consideration hereinabove recited shall constitute payment in full of all damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein.

GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent lands of the GRANTOR, his successors and assigns.

The grant and other provisions of this EASEMENT shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purposes for which



\$ 10.⁰⁰

Abstracter's Note:
Together With Other Lands Not
Covered by This Abstract.

0211 0150

financial assistance was extended or for so long as the Grantee owns it, whichever is longer..

IN WITNESS WHEREOF, GRANTOR(S) have executed and delivered this EASEMENT to the said GRANTEE, this 4th day of December, 1998..

Roy Leaghty

Phyllis Leaghty

PHYLLIS LEAGHTY

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public, in and for the aforesaid County and State on this 4th day of December, 1998, personally appeared *Roy Leaghty* and PHYLLIS LEAGHTY, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth therein.

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

Jean Sammill

NOTARY PUBLIC



MY COMMISSION EXPIRES:
My Commission Expires May 23, 2002

2001 0889

1-2012-002049 02/14/2012 12:35 pm
Book 2001 Page(s) 0889-0890
Fee: \$ 0.00 Doc: \$ 0.00
Linda Hatfield - Payne County Clerk
State of Oklahoma

RECORD AND HOLD IN COUNTY FILES
FAS PROJECT NO. BRO-460D(143)CO
J/P NO. 22342(04)
PAYNE COUNTY
EASEMENT NO. 1

WOK 9-11-6

EASEMENT
for Public Highway

KNOW ALL MEN BY THESE PRESENTS:

That Phyllis B. Leaghty

of PAYNE County, State of Oklahoma, hereinafter called the Grantors
(whether one or more), for and in consideration of the sum of \$ 10 000

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of PAYNE 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 12, T19N, R1E, I.M., in Payne County, Oklahoma, being more particularly described by metes and bounds as follows:

Beginning at a point on the existing right-of-way line of the County Road which is 33.36 feet N89°49'42"W and 33.00 feet N00°10'18"E of the SE corner of said SE 1/4; thence N89°49'42"W a distance of 312.04 feet; thence N77°45'51"E a distance of 102.39 feet; thence S89°49'42"E a distance of 211.80 feet; thence S00°27'05"E a distance of 22.00 feet to the point of beginning.

Containing 0.13 acres, more or less, of new right-of-way.

For the same considerations herein before 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 PAYNE 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 PAYNE 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 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 14th day of February, 2012.

Phyllis B. Leaghty



MLC

Office N/C

2001 0890

002049
12-19N-1E

State of Oklahoma)
County of PAYNE) §

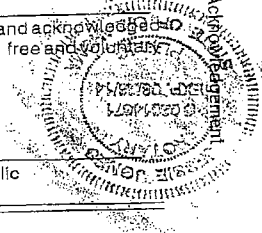
Before me, the undersigned in and for this State, on this 4th day of February, 2012, personally appeared Phyllis B. Leaghty

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

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

My Commission expires: 8/28/14
Commission No. 02014871

[Signature]
Notary Public



Individual Acknowledgment

State of Oklahoma)
County of _____) §

Before me, _____ in and for this State, on this _____ day of _____, personally appeared _____

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

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

My Commission expires: _____ Notary Public
Commission No. _____

Individual Acknowledgment

State of Oklahoma)
County of _____) §

Before me, _____ in and for this State, on this _____ day of _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____, for the uses and purposes therein set forth.

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

My Commission expires: _____ Notary Public
Commission No. _____

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
County of _____) §

Before me, _____ in and for this State, on this _____ day of _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____, for the uses and purposes therein set forth.

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

My Commission expires: _____ Notary Public
Commission No. _____

Trust/LLC/Corporation Acknowledgment



EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA
COUNTY OF PAYNE

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landowner, Phyllis Leaghty, c/o Sterling House, 1816 E McElroy Rd, Stillwater, Oklahoma, 74076-7318, (hereinafter called GRANTOR, whether one or more) of the SE/4 of Section 12-18N-1E, Payne County, Oklahoma, does hereby GRANT, BARGAIN, SELL, AND CONVEY unto B&W Operating, LLC, 100 Park Ave., Suite 1020, Oklahoma City, Oklahoma 73102 its successors and assigns (hereinafter called GRANTEE), a 30' wide right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the actual location of the salt water disposal pipeline, as constructed to evidence such agreed route and distance), to construct, maintain, operate, repair, alter, add replace and remove the salt water disposal pipeline and appurtenant facilities which include above and below ground valves, meters, wires leads, cathodic protection equipment and markers, across under and upon the lands of GRANTOR in the County of Payne, State of Oklahoma, To-wit:

In an east/west direction beginning from the point said pipeline enters onto Grantor surface in the SE/4 from the SW/4 of Section 12 approximately 1800' north of the south line of Section 12 and continuing south/southeast and then due east across Grantor surface a distance of approximately 2640' or 160 rods as provided on the Exhibit "A" plat attached hereto and made a part hereof.

During the construction operation, GRANTEE shall have the right to use an additional portion of Grantor's surface along the easement area for construction purposes.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including the right from time to time to cut or remove trees and undergrowth and remove other obstacles that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this right-of-way and easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress and egress on said premises for the limited purpose of constructing, repairing, maintaining, replacing or removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of three (3) years. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipeline and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy the premises except as same may be necessary for the purposes herein granted to said GRANTEE.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefore, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement, or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

This Instrument may be executed in one or more counter-parts by any of the parties hereto and all counter-parts so executed shall be taken as a single agreement and shall have the same force and effect as if all parties had in fact executed but a single instrument.

It is agreed that this Easement and Right-of-Way Agreement covers all agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTOR and GRANTEE herein have executed this Agreement this 4th day of Feb, 2014.

LANDOWNER/GRANTOR:

Phyllis Leaghty

GRANTEE:

B&W OPERATING, LLC

Kirk Whitman, Manager

Record & Return to:
B&W Operating LLC
100 Park Ave, Suite 1020
Oklahoma City, OK 73102

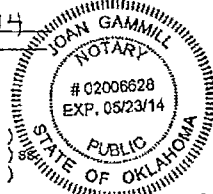
12-5

STATE OF OKLAHOMA)
COUNTY OF Payne) SS. INDIVIDUAL ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of February, 2014, personally appeared Phyllis Leaghty, 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.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notary seal the day and year last above written.

My Commission Expires: 05/23/14
Commission No: 02001628

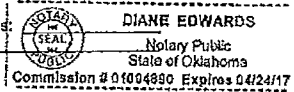


Joan Gammill
Notary Public

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing Instrument was acknowledged before me this 19th day of February, 2014, by Kirk Whitman as Manager of B&W Operating, LLC.

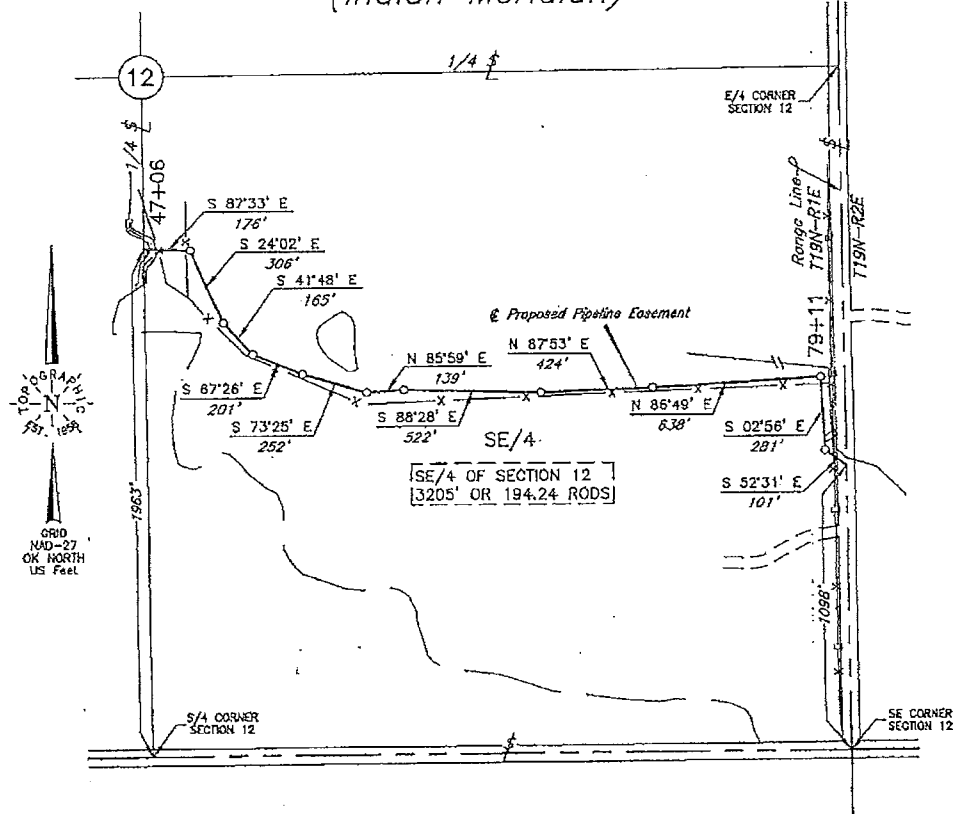
My Commission Expires:
Commission No:



Diane Edwards
Notary Public

EXHIBIT "A"

T 19 N - R 1 E
 (Indian Meridian)



CENTERLINE DESCRIPTION: (PROPOSED PIPELINE EASEMENT IN THE SE/4)

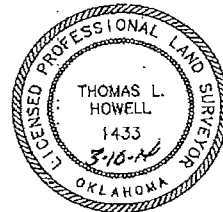
A PROPOSED PIPELINE EASEMENT LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE ONE (1) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING at a point 1963 feet North of the South Quarter Corner of said Section 12;
- Thence South 87°33' East, a distance of 176 feet;
- Thence South 24°02' East, a distance of 306 feet;
- Thence South 41°48' East, a distance of 165 feet;
- Thence South 67°26' East, a distance of 201 feet;
- Thence South 73°25' East, a distance of 252 feet;
- Thence North 85°59' East, a distance of 139 feet;
- Thence South 88°28' East, a distance of 522 feet;
- Thence North 87°53' East, a distance of 424 feet;
- Thence North 88°49' East, a distance of 638 feet;
- Thence South 02°56' East, a distance of 281 feet;
- Thence South 52°31' East, a distance of 101 feet to and ending at a point 1098 feet North of the Southeast Corner of said Section 12.

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify to the information shown herein, that it does NOT represent a true boundary survey and is NOT intended for conveyance purposes.

Thomas L. Howell
 Thomas L. Howell, P.L.S. No. 1433



				This plot was prepared exclusively for		SCALE: 1" = 500'	
				B & W OPERATING, LLC		DATE: 03-07-2014	
				and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma		FILE: G2023B4.DWG	
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY		DRAWING NUMBER:	
				TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA		102008-G2-023-B4	
SURVEY BY: JF 02-27-2014				6708 N. Classon, Okla. City, OK 73116 (405) 843-4847		SHEET 4 OF 5	
DRAWN BY: JP				Certificate of Authorization No. 1291			
APPROVED BY: TH							

1-2014-077790 Book 2207 pg: 828
5/29/2014 2:15 PM pg: 836 - 839
Fees: \$13.00 Doc: \$0.00
Citation: Payne County Clerk
Payne County - State of Oklahoma

Representative: Randy Pittman

Map No. 22 12

Applicant: CREC SI

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned (whether one or more), Palmetto Agribusiness, LLC, for good and valuable consideration, the receipt whereof acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors and assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the County of Payne, State of Oklahoma, being described as follows:

SW/4

In Section 12, Township 19N, Range 1E, together with the right of ingress and egress over the adjacent lands of the above Grantor(s), successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 30 feet in width, which is described as follows:

The East 30 feet of the West 48 feet and 16 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or re-spacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 27 day of JULY, 2014.

GRANTOR(S)

J. Alexander Hair
Palmetto Agribusiness, LLC
By: J. Alexander Hair
Title:



ACKNOWLEDGEMENT

MUST BE SIGNED BY ALL
PROPERTY OWNERS
OF RECORD

STATE OF OKLAHOMA

COUNTY OF PAYNE

Before me, the undersigned Notary Public within and for the above County and State, on the 27 day of JULY, 2014, personally appeared J. Alexander Hair Palmetto Agribusiness, LLC, known to be the identical person(s) who executed the above 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 hand and notarial seal on the day and year last above written.

ALL SIGNATURES MUST
BE NOTARIZED

[Signature]
Notary Public

My Commission Expires:
10/08/2017



Please return to Osage Land Company, P. O. Box 20772, Oklahoma City, OK, 73156.

AFE: 1083

RIGHT OF WAY GRANT

Grantor(s): Palmetto Agribusiness, LLC
320 N Range Rd
Stillwater, OK 74075

Grantee: TOMPC LLC
2575 Kelley Pointe Parkway, Suite 340
Edmond, OK 73013



For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Grantor (whether one or more) does grant, bargain, sell and convey unto TOMPC LLC, a Delaware limited liability company, as Grantee, its successors and assigns, a permanent and exclusive easement and right of way Fifty feet (50') in width (the "Easement") for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, looping, substituting, changing, abandoning, altering, converting, relocating within the Easement, changing the size of, and removing pipelines, together with related equipment and facilities, including temporary surface water lines for drilling, completion testing and production operations of oil and gas wells when necessary, valves, fittings, measurement equipment, corrosion control devices, wires, cables, electronic telemetry equipment, communications equipment, and pipeline operating control devices, as from time to time deemed necessary or desirable for Grantee's use and operation of the pipelines, for the gathering and transportation of oil, natural gas, petroleum products, and substances entrained therein, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances that can be transported through pipelines on, in, over, under, through and across the following described land owned by Grantor in Payne County, Oklahoma ("Grantor Land"), to-wit

Parcel 1: TAX ID: 600007573

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey Thereof, LESS AND EXCEPT a tract of land described as beginning at the SW/corner of W/2 of the NW/4 of the said Section 13; THENCE North, along the Section line of said Section 13, a distance of 295.16 feet; THENCE East 295.16 feet; THENCE South, parallel to the West line of the said Section 13, 295.16 feet; THENCE West 295.16 feet to the Point of Beginning.

Parcel 2: TAX ID: 600007613

The Southwest Quarter (SW/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma.

Parcel 3: TAX ID: 600007615

The SE/4 of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; LESS AND EXCEPT a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner (SE/Cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the point of beginning; Thence N69°13'13"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°56'05"W 477.13 feet; Thence N00°45'46"W 2515.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27" E 760.13 feet to a point on the East line of the SE/4; Thence S00°07'58"W along the section line 723.13 feet to the point of beginning, excepting from this conveyance and reserving unto Grantor all oil, gas, and other minerals lying in, on, or under the described premises.

Subject to the terms of this Right of Way Grant and the Exhibit "B", attached hereto and made part of.

1. **Location.** The location of the Easement on Grantor Land is generally depicted on Exhibit "A," which Grantor approves. Any change in the location of the easement must be approved by Grantor in writing, and Grantor shall not unreasonably withhold its approval of any change reasonably necessary for compliance with applicable laws and governmental regulations or requests or orders of governmental authorities or to avoid major construction issues, wetlands, or threatened or endangered species.

2. **Additional Workspace/Temporary Construction Easement.** Should the route of any pipeline cross any roads, railroads, creeks or other waterways or other places on Grantor Land requiring extra work space outside the boundaries of the Easement, Grantee shall have the right of temporary access to such portions of Grantor Land outside the boundaries of the Easement which may be reasonably necessary (a "Temporary Construction Easement") for the uses permitted by this Right of Way Grant.
3. **Access.** Grantee shall have the right of ingress and egress to and from the Easement and any Temporary Construction Easement across Grantor Land. Grantee may use any road located now or in the future on Grantor Land and any gates located on such roads for such ingress and egress. Grantee shall repair any damages to such roads and gates caused by Grantee's use.
4. **Easement Clearing and Maintenance.** Grantee may cut or remove all trees, undergrowth, brush and other obstructions within the Easement and any Temporary Construction Easements that, in Grantee's judgment, may injure, endanger or interfere with the exercise by Grantee of the rights granted herein and Grantee shall not be liable for damages on the Easement or any Temporary Construction Easements by keeping them clear of trees, undergrowth, brush and other obstructions.
5. **Pipeline Depth.** At the time of construction and installation, all pipelines will be buried at least thirty-six inches (36") below the surface or below any then existing drainage ditches, creeks and roads, as measured from the top of the pipe to the surface of the ground. At locations where rock is encountered, the pipelines may be buried at a lesser depth.
6. **Consideration.** The consideration paid to Grantor for this Right of Way Grant includes compensation for all injuries and damages of whatever nature and character to Grantor Land by Grantee's exercise of its rights under this Right of Way Grant.
7. **Restrictions on Grantor's Use of Easement.** Without the prior written consent of Grantee, Grantor shall not construct, or permit to be constructed, any houses, barns, buildings, structures, permanent impoundments of water, or other obstructions of any type within the boundaries of the Easement, and Grantee shall have the right to prevent such construction within the boundaries of the Easement and the right to remove any and all houses, barns, buildings, structures, permanent impoundments of water, and other natural or man-made obstructions of any type, including trees, brush, roots and other growth, within the boundaries of the Easement. Grantor shall not, and shall not permit any third party to, change the grade of the Easement or remove any cover over any pipeline without the prior written consent of the Grantee.
8. **Reclamation.** Upon termination of this Right of Way Grant, Grantee will promptly remove all debris and waste left by its operations on Grantor Land, refill any pipeline ditches and all excavations made by Grantee, and leave the Easement in as near to original condition as practicable under the circumstances.
9. **Assignment.** Grantee may assign its rights under this Right of Way Grant in whole or in part. If Grantee transfers its interest under this Right of Way Grant in whole or in part, Grantee shall be relieved of all obligations thereafter arising under this Agreement with respect to the transferred interest, and the failure of the transferee to satisfy such obligations shall not affect the rights of Grantee with respect to any interest not so transferred.
10. **Binding Effect.** The terms and conditions of this Right of Way Grant shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns; provided, however, that the holder of rights under this Right of Way Grant shall not have indemnification obligations with respect to the negligence, willful misconduct, or other actions of the holder's predecessors or successor or assigns.
11. **Entire Agreement.** This Right of Way Grant and the receipt of consideration paid by Grantee to Grantor therefore, fully set forth the terms and conditions mutually agreed to by the parties, supersede all previous agreements, discussions and negotiations, and there are no other oral or written agreements between Grantor and Grantee which modify, alter or amend this Right of Way Grant.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the Easement unto Grantee, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof.

EXECUTED this 11th day of June, 2015.

Grantor:

By: J. Alexander Hair

Name: J. Alexander Hair

Position: manager Palmetto Agri

Grantee:
TOMPC LLC

By: Lindel Larson

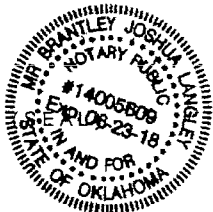
Name: Lindel Larson *pm*

Title: Co

ACKNOWLEDGEMENTS

STATE OF Oklahoma)
COUNTY OF Payne)

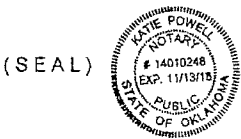
This instrument was acknowledged before me on June 11th, 2015 by J. Alexander Hair, The Manager of Palmetto Agribusiness, LLC.



Mr. Brentley Joshu Laney
Notary Public
Printed Name: Brentley Joshu Laney
My Commission Expires: 08-23-18

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on June 18th, 2015 by Lindel Larson the Co of TOMPC LLC, a Delaware limited liability company.

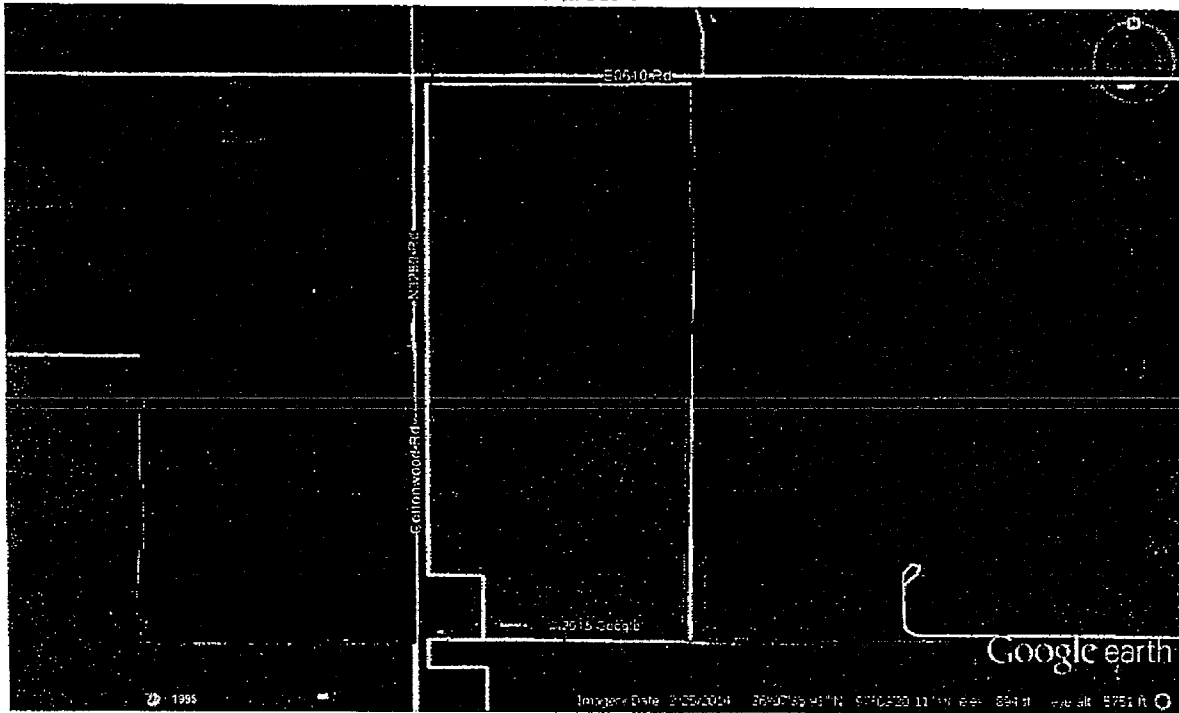


Katie Powell
Notary Public
Printed Name: Katie Powell
My Commission Expires: 11/13/18

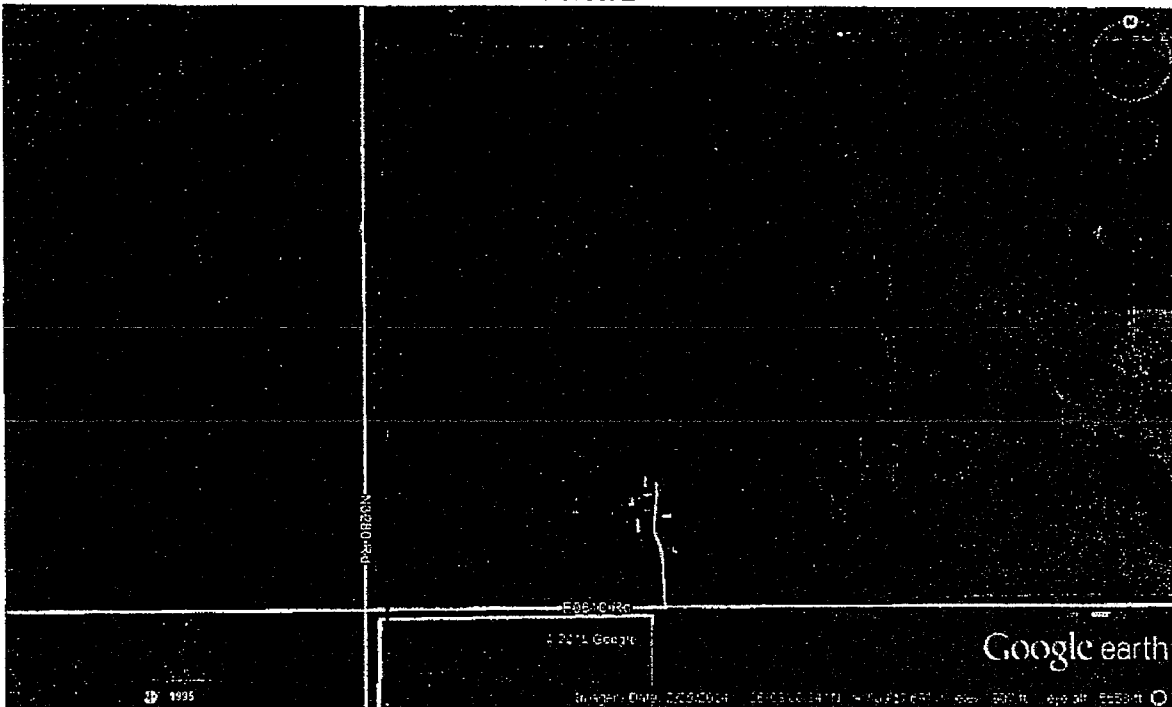
I-2015-008971 Book: 2266 pg: 936
6/25/2015 2:15 PM pgs: 933 - 940
Fees: \$27.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

Exhibit "A"

Parcel 1



Parcel 2



1-2015-008971 Book: 2266 pg: 937
6/25/2015 2:15 PM pgs: 933 - 940
Fees: \$27.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

Parcel 3

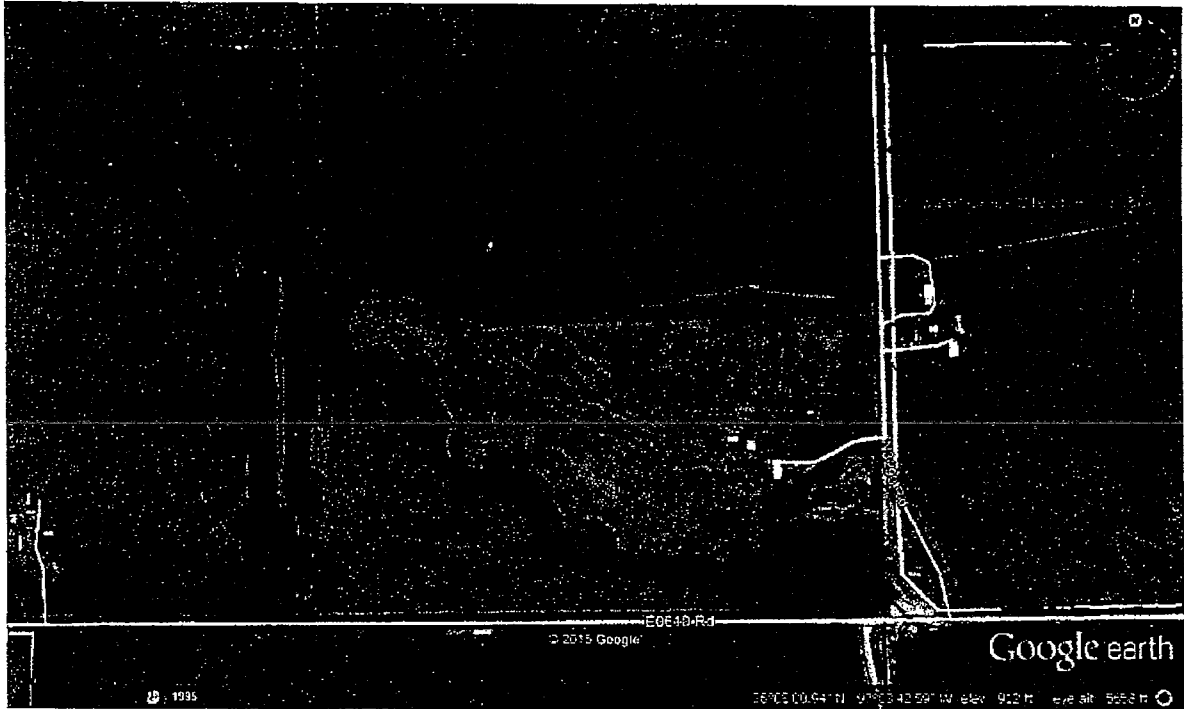


Exhibit "B"

This Exhibit "B" is in addition to the Right of Way Grant executed and dated June, 2015 by and between Palmetto Agribusiness, LLC, known as "Grantor", and TOMPC LLC, known as "Grantee", covering the following described tract of land situated in Payne County, Oklahoma, to wit:

Parcel 1: TAX ID: 600007573

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey Thereof, LESS AND EXCEPT a tract of land described as beginning at the SW/corner of W/2 of the NW/4 of the said Section 13; THENCE North, along the Section line of said Section 13, a distance of 295.16 feet; THENCE East 295.16 feet; THENCE South, parallel to the West line of the said Section 13, 295.16 feet; THENCE West 295.16 feet to the Point of Beginning.

Parcel 2: TAX ID: 600007613

The Southwest Quarter (SW/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma.

Parcel 3: TAX ID: 600007615

The SE/4 of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; LESS AND EXCEPT a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner (SE/Cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the point of beginning; Thence N69°13'43"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°56'05"W 477.13 feet; Thence N00°45'46"W 2515.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27" E 760.13 feet to a point on the East line of the SE/4; Thence S00°07'58"W along the section line 723.13 feet to the point of beginning, excepting from this conveyance and reserving unto Grantor all oil, gas, and other minerals lying in, on, or under the described premises.

Provisions in this Exhibit "B" are notwithstanding any provision(s) of the Right of Way Grant to the contrary and the said Right of Way Grant shall be subject to the following conditions:

One Pipeline Only. This Grant is sufficient for one (1) below ground pipeline only. The right to place any additional below ground pipelines shall not be construed to be covered by this Grant. All other rights, privileges and obligations pursuant to this Grant shall remain the same.

Easement Size. The right of way easement shall consist of a thirty foot (30') wide free and unobstructed permanent easement and right of way and a thirty foot (30') wide temporary easement work area located adjacent to and parallel to the permanent easement.

Erosion control. Grantee shall take reasonable steps to prevent erosion. Grantee further agrees to make repairs to areas of erosion and ground settling due to Grantee's operation on Grantor's land for up to three (3) years after the completion of construction.

Reclamation Clause, Stumps and Brush. Upon completion of operations, Grantee shall restore the disturbed areas to as near as possible the condition which existed prior to commencement of operations. Grantee shall not leave "piled up" any timber, brush, stumps, etc. cut during the course of operations, but shall chip said timber, brush, stumps, etc.

Removal of Rocks. Grantee agrees to undertake all reasonable efforts to remove surface stones which are 3" in diameter, or larger, from the surface of the Right of Way.

No Above Ground Facilities. Grantee agrees that there will be no above ground facilities placed upon the right-of-way, with the exception of required cathodic protection test stations and pipeline signage and markers at fence lines and stream crossings, without the further consent of Grantor. Such consent by Grantor shall not be unreasonably withheld.

Gating. Areas along the right-of-way route where it is necessary for existing fencing of Grantor to be cut for construction purposes, Grantee shall immediately install temporary fencing, as necessary, to contain Grantor's livestock. Before cutting any fence, Grantee shall install steel H braces on either side of contemplated opening, cemented into the ground, to maintain tension on Grantee's existing fence line. Upon completion of construction, Grantee shall have the option of installing a gate on any fence, where a temporary gap was installed during construction, or repairing the fence so that the same is continuous. If a gate is installed by Grantee, then the gate will remain locked in a way that both Grantor and Grantee shall be able to conveniently open and close as needed while allowing Grantee to operate according to and pursuant to this agreement. Gates shall be a minimum of twenty (20) feet in width. Two gates must be installed at an area on parcel 1, along existing road, to be determined by Grantor.

Limitation of Access. Notwithstanding anything to the contrary contained in the Right of Way Agreement, Grantee agrees that ingress and egress on Grantor's property shall be limited to within and along said right-of-way only. Any other access shall be permitted only by further written agreement between Grantor and Grantee.

Double-Ditch. Grantee agrees to utilize the "double-ditch" construction method on excavated areas across crop and pasture lands within the Easement. Top soil shall be separated from sub-soil in the excavated area of the easement during Grantee's construction operations to prevent the mixing of topsoil and sub-soil. Topsoil and subsoil shall be properly replaced following Grantee's placement of the pipeline.

Restoration. Upon completion of construction operations, Grantee shall restore the disturbed areas to, as near as practically possible, the condition which existed prior to commencement of operations.

Seeding. Grantee shall reseed the Easement area disturbed by Grantee's construction operations as soon as conditions are reasonably favorable and practical, in order to leave the Easement area grasses in as near to previous existing conditions as reasonably practical.

Substances to be Transported. Pipeline shall not be used for transporting salt water, crude oil, or any other substance unrelated to natural gas

Grantor's use of Surface. Grantor may utilize the easement area for any purpose that does not interfere with Grantee's rights under this Grant, or endanger Grantee's facilities. Such use may include, but is not limited to, agricultural use, construction of private roads, driveway(s), gardens, and other like uses.

Location Approximation. Grantor and Grantee agree that the easement area is defined by the map attached hereto as Exhibit "A". Grantee shall use its best efforts to adhere to this specified location. Should Grantee desire to materially deviate from this map in any way, Grantee must provide prior written notice to Grantor, and Grantor must sign off on any changes to location.

Abandonment Clause. After the "in-service" date of the initial pipeline within the Easement, should Grantee abandon or cease to use the Easement and/or the Pipeline for the purposes herein granted for a period of forty eight (48) consecutive months or longer, or should this Grant be terminated, then the Easement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same. Grantee shall have the right, but not the obligation, within six (6) months following any termination or abandonment of this Grant or the Easement, to remove the pipe or facilities placed on or within the Easement, and restore the land to its original condition or abandon the Pipeline and related facilities in place in accordance with applicable law.

Indemnification. Grantee agrees to indemnify, protect, save, hold harmless, and defend Grantor from and against any loss, claim or expense, including without limitation, claims for injury or death to persons or damage to property occurring as a result of Grantee's use of Grantor's land pursuant to this Right of Way Grant, or as a result of loss, expense, injury, death or damage which would not have occurred but for Grantee's use of Grantor's land pursuant to this Right of Way Grant, except to the extent any such damage or injury was caused as a result of Grantor's gross negligence or willful misconduct.

EXECUTED this 11th day of June, 2015.

Grantor:

By: J. Alexander Hair

Name: J. Alexander Hair

Position: manager, Palmetto Agri

I-2015-008971 Book: 2266 pg: 940
6/25/2015 2:15 PM pgs: 933 - 940
Fees: \$27.00 Doc: \$0.00
Glenn Craig, Payne County Clerk
Payne County - State of Oklahoma

Grantee:

TOMPC LLC

By: 

Name: Linda K Carlson

TW

Title: COO

Please Return To
PLS c/o Josh Langley
920 S Murphy St Apt 22108
Stillwater OK 74074

Amended Exhibit "A" for Right of Way Grant

The Attached Exhibit "A" is made to amend the Exhibit "A" previously executed with the Right of Way Grant executed and dated June 11th, 2015, by and between **Palmetto Agribusiness, LLC**, known as "Grantor", and **TOMPC LLC**, known as "Grantee", and recorded in the Payne County Recorder's Office at Book 2266, Page 933, covering the following described tract of land situated in Payne County, Oklahoma, to wit:

Parcel 1: TAX ID: 600007573

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey Thereof, LESS AND EXCEPT a tract of land described as beginning at the SW/corner of W/2 of the NW/4 of the said Section 13; THENCE North, along the Section line of said Section 13, a distance of 295.16 feet; THENCE East 295.16 feet; THENCE South, parallel to the West line of the said Section 13, 295.16 feet; THENCE West 295.16 feet to the Point of Beginning.

Parcel 2: TAX ID: 600007613

The Southwest Quarter (SW/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma.

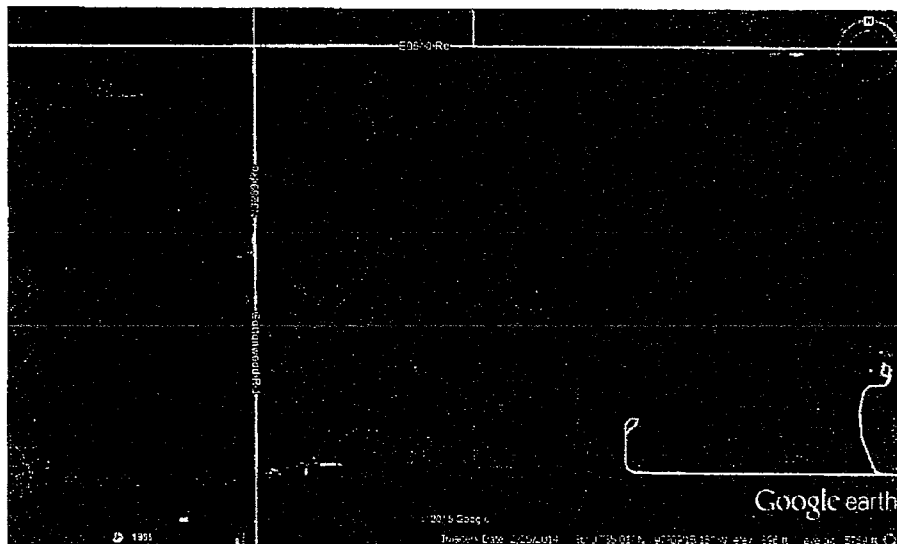
Parcel 3: TAX ID: 600007615

The SE/4 of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; LESS AND EXCEPT a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner (SE/Cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the point of beginning; Thence N69°13'13"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°58'05"W 477.13 feet; Thence N00°45'46"W 2515.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27" E 760.13 feet to a point on the East line of the SE/4; Thence S00°07'58"W along the section line 723.13 feet to the point of beginning, excepting from this conveyance and reserving unto Grantor all oil, gas, and other minerals lying in, on, or under the described premises.

The Attached Exhibit "A" replaces and is notwithstanding the initial Exhibit "A".



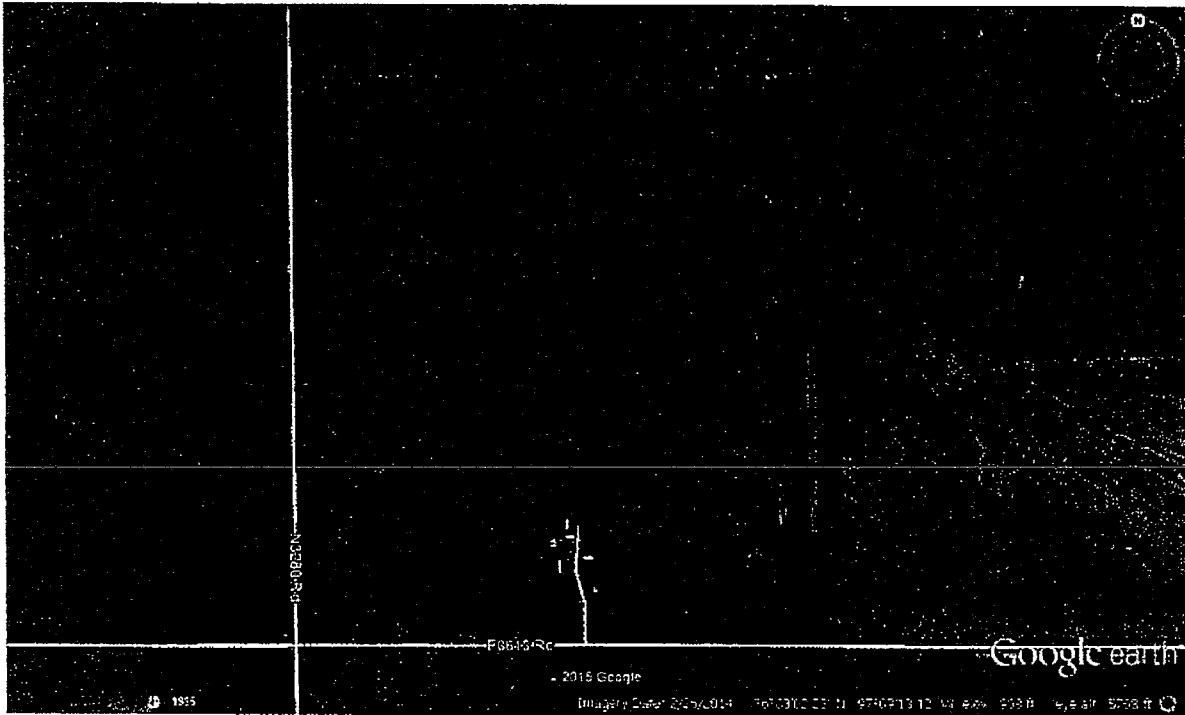
Parcel 1: TAX ID: 600007573



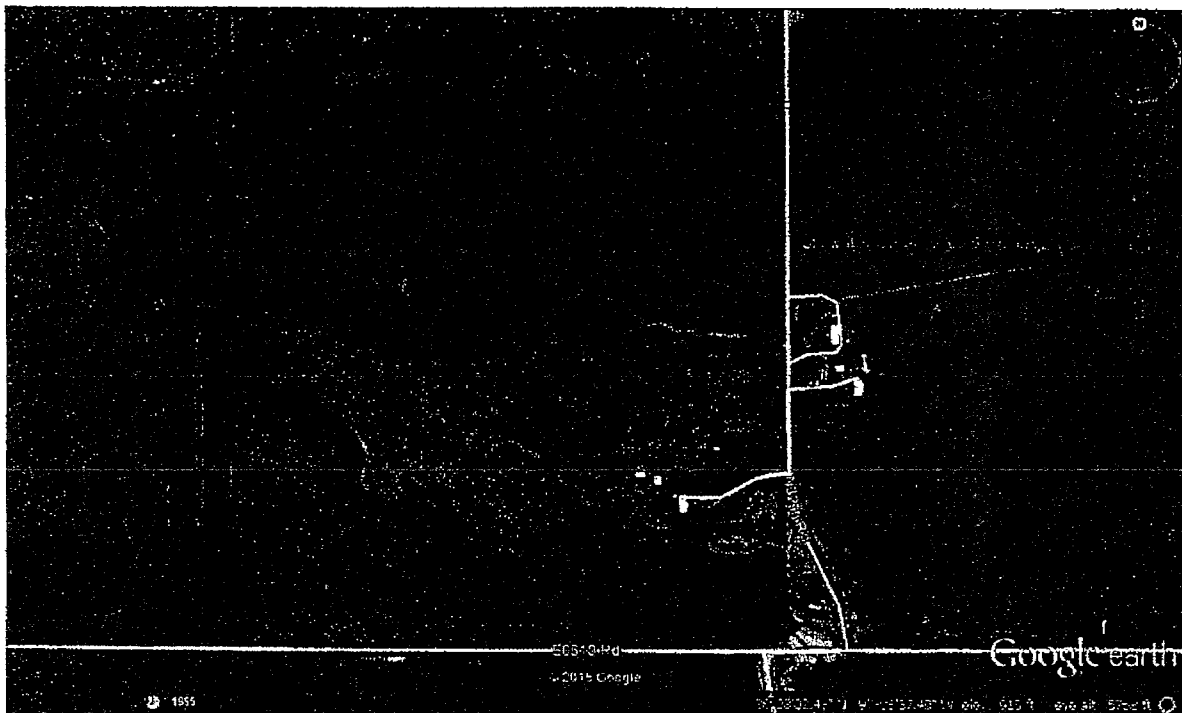
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I-2015-011554 Book: 2280 pg: 814
8/13/2015 2:50 PM pgs: 813 - 816
Fees: \$19.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

Parcel 2: TAX ID: 600007613



Parcel 3: TAX ID: 600007615



EXECUTED this 24th day of July, 2015

Grantor:

By: Alexander Hair

Name: J. Alexander Hair

Position: Owner/manager

Grantee:

TOMPC LLC

By: [Signature]

Name: Carol Larson

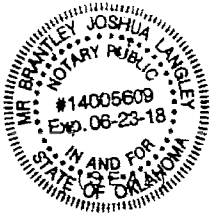
TLW

Title: COO

ACKNOWLEDGEMENTS

STATE OF Oklahoma)
)
COUNTY OF Payne)

This instrument was acknowledged before me on July 24th, 2015 by J. Alexander
Hair, The owner/manager of Palmetto Agribusiness, LLC.



Mr Brantley Joshua Langley
Notary Public
Printed Name: Brantley Joshua Langley
My Commission Expires: 6-23-18

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on 12th August, ²⁰¹⁵~~2014~~ by
Lindell Hanson, the COO of TOMPC LLC, a Delaware limited liability
company.

Katie Powell
Notary Public
Printed Name: Katie Powell
My Commission Expires: 11/3/18

(SEAL)



Please Return To
PLS c/o Josh Langley
920 S Murphy St Apt 22108
Stillwater OK 74074



SURFACE DAMAGE AGREEMENT

This Surface Damage Agreement ("Agreement") is made and entered into this 2nd day of September, 2015, by and between **Palmetto Agribusiness, LLC** (hereinafter collectively referred to as "Owner"), and American Energy - Woodford, LLC, ("Company") collectively the "Parties".

WITNESSETH:

For and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, respect of which is hereby acknowledged, the Parties agree:

1. Subject to the terms and conditions of that certain Right of Way Grant ("Existing Easement"), executed by B&W Operating, LLC, successor now American Energy - Woodford, LLC, and Phyllis Leaghty on **February 4th, 2014**, and recorded in the Office of the County Clerk of Payne County, Oklahoma on the 22nd day of June, 2012, in Volume **2182**, at Page **372**, Company intends to construct one (1) salt water disposal line ("Pipeline"), located within the Existing Easement, in the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma ("Property"), and more particularly described by the following metes and bounds description:

In an east/west direction beginning from the point said pipeline enters onto Grantor surface in the SE/4 from the SW/4 of Section 12 approximately 1800' north of the south line of Section 12 and continuing south/southeast and then due east across Grantor surface a distance of approximately 2640' or 160 rods as provided on the "Exhibit A" plat attached hereto and made a part thereof.

2. That this Agreement shall not be construed as Owner granting Company any new easement(s) and/or right(s) of way concerning the land. It is the Parties' intent that Company's activities on the land shall be limited to the terms of the Existing Easement, subject to an agreement, assignment, and/or sublease executed by B&W Operating, LLC and Company.

3. That the terms and conditions of the Existing Easement governing the parties' respective rights and obligations concerning the land are specifically incorporated herein.

4. Company will adequately re-seed the Easement after installation of the pipeline(s) in the Easement.

5. Company will shall take reasonable steps to prevent erosion. Company further agrees to make repairs to areas of erosion and ground settling due to Company's operation on Owner's land for up to three (3) years after the completion of construction.

6. Upon completion of construction operations, Company shall restore the disturbed areas to, as near as practically possible, the condition which existed prior to commencement of operations.

7. As full and agreed consideration for the rights granted herein, prior to commencement of building the Pipeline, Company agrees to pay Owner Ten and no/100 Dollars (\$10.00) for damages caused by the Company's Pipeline operations. Company will pay for any physical damage to growing crops, timber, fences, or other structural improvements directly caused by Company's exercise of the rights granted herein, except for any damages caused by maintaining and clearing as permitted in the Existing Easement. The parties agree that the consideration paid contemporaneously herewith includes payment for initial construction, crop, and land surface damages.

8. Company agrees to indemnify, hold harmless, and defend Owner against any claim, demand, cost, liability, loss, or damage suffered by Owner, including reasonable attorney fees and litigation expenses, asserted against or incurred by Owner at any time or from time to time by reason of or arising out of Company's violation or claim of violation, of any federal, state, or local environmental, surface damage or similar statute, regulation, ordinance or common law liability, in any way arising out of Company's operations pursuant to this Agreement, or resulting from any liabilities, encumbrances or burdens on the Company.

9. This Agreement shall binding upon and shall inure to the benefit of the Parties, their respective successors, agents, and assigns.

IN WITNESS WHEREOF, the Parties hereto have set their hands, the day and year first written above.

OWNERS:

COMPANY:

AMERICAN ENERGY - WOODFORD, LLC

Jana Hair
Palmetto Agribusiness, LLC

Adam Doty
Adam Doty,
Director-Field and Water Management

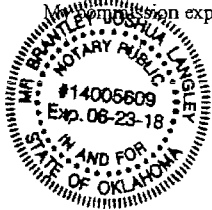
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Payne) ss.

The foregoing instrument was acknowledged before me this 2nd day of September, 2015 by Jana Hair, The Owner of Palmetto Agribusiness, LLC.

Mr. Dorothy Johnson D. J. J.
Notary Public # 14005609

My commission expires: 6-23-18



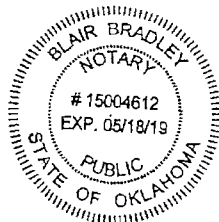
ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss.

The foregoing instrument was acknowledged before me this 15 day of September, 2015 by Adam Doty as Director-Field and Water Management for American Energy-Woodford, L.L.C.

Blair Bradley
Notary Public # 15004612

My commission expires: 5/18/19



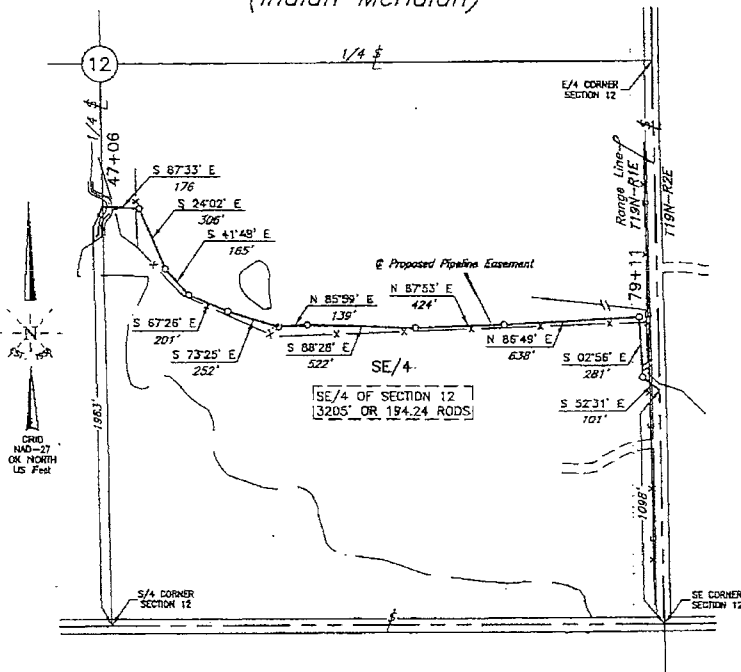
AMERICAN ENERGY - WOODFORD, LLC
ATTN: LINDA CLARK
PO BOX 18756
OKLAHOMA CITY, OK 73154
RTN

EXHIBIT "A"

This Exhibit "A" is attached hereto and made a part of that certain Surface Damage Agreement dated Sept 2nd, 2015, by and between Palmetto Agribusiness, LLC, as Owner, and American Energy-Woodford, L.L.C., as Company.

SECTION 12-19N-01E
 PAYNE COUNTY, OKLAHOMA

T 19 N - R 1 E
 (Indian Meridian)



CENTERLINE DESCRIPTION: (PROPOSED PIPELINE EASEMENT IN THE SE/4)

A PROPOSED PIPELINE EASEMENT LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE ONE (1) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING at a point 1963 feet North of the South Quarter Corner of said Section 12;
- Thence South 87°33' East, a distance of 176 feet;
 - Thence South 24°02' East, a distance of 306 feet;
 - Thence South 41°48' East, a distance of 165 feet;
 - Thence South 67°26' East, a distance of 201 feet;
 - Thence South 73°25' East, a distance of 252 feet;
 - Thence South 88°28' East, a distance of 522 feet;
 - Thence North 85°59' East, a distance of 139 feet;
 - Thence South 87°53' East, a distance of 424 feet;
 - Thence North 86°49' East, a distance of 638 feet;
 - Thence South 02°56' East, a distance of 281 feet;
 - Thence South 52°31' East, a distance of 101 feet to end ending at a point 1098 feet North of the Southeast Corner of said Section 12.

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FILED FOR RECORD JUL 29 1958 AT 8:35 am JOHN HOWARD, CO. CLERK

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FILED
COURT CLERK
PAYNE COUNTY, OKLA.
1958 JUN 30 AM 9:44
ROSE I. HARVIS
CLERK
DEPUTY

IN THE DISTRICT COURT OF PAYNE COUNTY,
STATE OF OKLAHOMA

CONSERVANCY DISTRICT NO. 16
IN PAYNE AND NOBLE COUNTIES,
OKLAHOMA

NO. 16,272

DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 30th day of June, 1958, pursuant to assignment, before the Honorable E. L. Reft, Judge of the District Court of Payne County, Oklahoma, said cause having heretofore been assigned to the District Court of Payne County, Oklahoma, by the Supreme Court of the State of Oklahoma, on the 7th day of April, 1958, in Cause No. 32,223. Said Supreme Court having ordered that the District Court of Payne County is most conveniently near the center or middle of said District and can conveniently hear and determine said Petition with greatest convenience to the people within said proposed district; this matter coming on to be heard upon the Petition and proper notices praying for a conservancy district co-extensive with the drainage area of Stillwater Creek. Said Stillwater Creek arising and beginning in Noble County and flowing across Payne County, Oklahoma, and that the said Stillwater Creek is a tributary of the Cimarron River in Oklahoma.

IT APPEARING TO THE COURT that a sufficient number of landowners in said proposed district have signed a Petition hereto, and it further appearing to the Court that the City of Stillwater, Payne County, Oklahoma, a city of the first class, has signed said Petition and a resolution authorizing and directing the City of Stillwater to participate in said conservancy district, and from the evidence submitted hereto, and the witnesses sworn and examined in open Court, the Court FINDS that said Petition of the landowners of the City of Stillwater are sufficient to grant this Court jurisdiction.

IT FURTHER APPEARING that statutory notice of this hearing has been given by publication in two (2) newspapers of general circulation in each county affected by the proposed conservancy district of the pendency of this action, more than thirty (30) days prior to the date hereof. Said notices having been published in the Stillwater Gazette and the Perkins Journal in Payne County, Oklahoma, and in the Perry Daily Journal and the Billings News in Noble County, Oklahoma, as shown by the proofs and affidavits of publication on file herein. Therefore, said notice of this hearing is hereby approved and ordered sufficient for jurisdiction and determination of the issues as presented in said Petition.

THE COURT FINDS that no objections have been filed and none heard in said cause protesting the formation of such conservancy district, and the Court calls three (3) times in open court for persons to state their objections as to why such district should not be organized and incorporated, and there being no objections, either written or oral, the COURT FINDS all issues presented in said Petition in favor of said Petitioners, and hereby orders that the corporate name of said district shall be CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, which comprises the drainage area of Stillwater Creek in said counties, more specifically described hereafter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, should be, and is hereby, ordered to be a legal entity, a body corporate, and vested with all the powers, authorities, duties and responsibilities as contemplated and set forth in Title 52, Oklahoma Statutes Annotated, Section 541 and 545, it being found by this Court that the conditions stated in Title 52, Oklahoma Statutes Annotated, Section 541, is found to exist in the drainage area of Stillwater Creek, which comprises the land hereinafter described, said corporation to have perpetual existence with all

the powers of a corporation, with the power to sue and be sued to the same extent as an individual in like cases, to incur debts, liabilities and obligations; to exercise the right of eminent domain and of assessment and taxation as provided by the laws of the State of Oklahoma; to issue bonds and to do and perform all acts necessary and proper for the carrying out of the purposes for which said district was created and for executing the power with which it is vested.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the district shall be composed of the drainage area of Stillwater Creek arising in Noble County, Oklahoma, and flowing across Payne County, Oklahoma, and that the lands composed in said district shall consist of the City of Stillwater, Payne County, Oklahoma, and the bottom land affected in the following described property, to-wit:

NOBLE COUNTY, OKLAHOMA

- Township 20 North, Range 1 West - Section 13; E/2 NW/4 and the S/2 Section 25; Section 26; Section 27; Section 28; Section 29; Section 30; Section 31; Section 32; Section 33; Lots 1, 2, 5 and 6, Section 34; Lot 6, Section 35; W/2 Section 36;
- Township 20 North, Range 1 East - Section 8; Section 16; Section 17; Section 18; Section 21; Section 22; SW/4 and W/2 NW/4 and the N/2 SE/4 of Section 25; Section 26; Section 27; Section 34; Section 35; Section 36;

PAYNE COUNTY, OKLAHOMA

- Township 19 North, Range 1 West - N/2 of Section 3; W/2 and the SE/4 of Section 4; Section 5; NE/4 of Section 6; E/2 of Section 8; Section 9; S/2 Section 10; Section 11; W/2 of Section 15;
- Township 19 North, Range 1 East - W/2 of Section 1; N/2 and the SE/4 of Section 2; SE/4 of Section 10; W/2 and the SW/4 of Section 11; Section 12; Section 13; W/2 and the SW/4 of Section 14; Section 23; NW/4 of Section 24;
- Township 20 North, Range 2 East - Lots 1, 2, 3, 4, 5 and 6, Section 32; Section 33; Section 35;
- Township 19 North, Range 2 East - E/2 of Section 5; Section 7; SE/4 of Section 8; Section 9; NE/4 of Section 11; Section 13; Section 14; Section 16; Section 17; Section 18; NE/4 of Section 19; Section 20; Section 21; Section 22; Section 23; Section 24;

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Section 25; Section 26; Section 27; N/2 of the NE/4 of Section 28; Section 29;

Township 20 North, Range 3 East - Lots 4, 5, 6, 7, 8, 9 and 10, Section 31;

Township 19 North, Range 3 East - Section 2; E/2 of the NE/4 and the SE/4 of Section 5; Section 6; Section 7; E/2 of Section 8; E/2 of Section 11; SW/4 of Section 13; E/2 of Section 14; Section 17; the E/4 of Section 18; Section 20; W/2 of Section 24; W/2 of Section 25; W/2 and the SE/4 of Section 29; Section 30; SE/4 of Section 31; Section 32, Section 33; Section 34; Section 36;

Township 19 North, Range 3 East - Section 1; Section 2; Section 3; W/2 of Section 4; SE/4 of Section 10; Section 11; W/2 of Section 12; E/2 and the NW/4 of Section 13; NE/4 of Section 14;

Township 18 North, Range 4 East - Section 18; N/2 of Section 19.

IT IS FURTHER ORDERED that the principal place of business shall be 201 West Ninth Street, Stillwater, Oklahoma, and that the official records and files of said district shall be kept in said office.

IT IS FURTHER ORDERED that the Clerk of this Court shall transmit to the Secretary of State of the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma, copies of these findings and this Decree of Incorporation, and that the County Clerk of each county and the Secretary of State of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Decree.

R. L. Hart
R. L. HART, JUDGE OF THE DISTRICT COURT OF PAYNE COUNTY, OKLAHOMA.

Approved as to form:

SWANK & SWANK

BY *Clifton Swank*
ATTORNEYS FOR PETITIONERS

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.
I, the undersigned COURT CLERK, hereby certify that the foregoing is a true and correct copy of the original instrument now on file in my office.
Witness my hand and seal this 20th day of June, 1928.
COURT CLERK OF PAYNE COUNTY, OKLA.
By *Olive K. Caruth* Deputy