

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**American Abstract Company of McClain County, Inc.**

**(File Number: 20211892)**

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**Auction Tract 1**

**(Garvin County, Oklahoma)**

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*For October 14, 2021 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Trustees of the Joe T. Gay Trust dated January 15, 1998 and the  
Betty Jean Gay Trust dated January 15, 1998**



## COMMITMENT FOR TITLE INSURANCE

Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: American Abstract Company of McClain County, Inc.  
Issuing Office: 138 W. Main St, Purcell, OK 73080  
Issuing Office's ALTA® Registry ID: 0002360  
Loan ID No.:  
Commitment No.: 20211892-1  
Issuing Office File No.: 20211892  
Property Address:

#### SCHEDULE A

1. Commitment Date: July 26, 2021 at 07:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement  
Proposed Policy Amount: \$26.00
  - b. ALTA Loan Policy (06/17/06)  
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Joe T Gay and/or Betty Jean Gay, Trustees of the Joe T. Gay Trust dated January 15, 1998, by virtue of Warranty Deed recorded May 11, 1998 in Book 1508 at Page 724  
AND  
Betty Jean Gay and/or Joe T. Gay Trustees of the Betty Jean Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded May 11, 1998 in Book 1508 at Page 725.
5. The Land is described as follows:

The E/2 NW/4 and NW/4 NE/4 & N/2 SW/4 NE/4 of Section 18, Township 4 North, Range 3 West of the I.B.M., Garvin County, Oklahoma. LESS AND EXCEPT a tract of land located in part of the SW/4 SW/4 SE/4 and in part of the SE/4 SE/4 SW/4 of Section 7 and in Part of the NE/4 NE/4 NW/4 and part of NW/4 NW/4 NE/4 of Section 18, Township 4 North, Range 3 West of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follow: Beginning at a point 50.35 feet East of the Northwest Corner of the NE/4 of

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AMERICAN  
LAND TITLE  
ASSOCIATION



**SCHEDULE A**  
(Continued)

said Section 18 and in the North Line of said NE/4; thence S 01°16'21" W 124.85 feet; thence East 82.73 feet; thence S 00°14'03" W 110.38 feet; thence S 87°58'25" W 46 feet; thence S 04°27'05" E 55 feet; thence S 87°58'25" W 66.27 feet; thence S 04°27'05" E 90.11 feet; thence along a curve to the right (having a radius of 85.43 feet, a chord bearing of N 81°25'36" W, a chord distance of 159.14 feet) an arc distance of 204.75 feet; thence N 20°20'51" W 68.30 feet; thence N 04°18'38" E 150.39 feet; thence N 87°30'05" W 60.93 feet; thence N 63°36'23" W 176.48 feet; thence N 03°26'24" E 225.21 feet to the south right of way line of State Highway #19; thence S 80°55'34" E along said R/W line 403.90 feet; thence S 01°16'21" W 96.12 feet to the point of beginning.

*Gayle Helton*

\_\_\_\_\_  
Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

**Fidelity National Title Insurance Company**



By:

*[Signature]*

ATTEST

President

*[Signature]*

Secretary

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## COMMITMENT FOR TITLE INSURANCE

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### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards.

**Note:** Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to Joe T Gay and/or Betty Jean Gay, Trustees of the Joe T. Gay Trust dated January 15, 1998, AND Betty Jean Gay and/or Joe T. Gay Trustees of the Betty Jean Gay Trust, dated January 15, 1998 in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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11. Obtain a court search as to Purchaser with contractual obligations under a Real Estate agreement in Garvin County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Record Memorandum of Trust relating to Joe T. Gay Trust dated January 15, 1998, AND Betty Jean Gay Trust, dated January 15, 1998. Same should be submitted for review and possible further requirements.
13. The Ownership/Trustees will change upon filing the Affidavit of Successor Trustees and further requirements will be made as necessary.

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## COMMITMENT FOR TITLE INSURANCE

Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### 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 records.
4. Any encroachment, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any statutory lien, or right to lien, for services, labor, or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem Taxes for the year 2021, amount of which is not ascertainable, due or payable.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Highway easement in favor of the State of Oklahoma recorded October 29, 1934 in Book 1 at Page 368.
11. Highway easement in favor of the State of Oklahoma recorded October 29, 1934 in Book 1 at Page 369.

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12. Pipeline easement recorded September 17, 1954 in Book 419 at Page 444.
13. Pipeline easement recorded February 23, 1962 in Book 604 at Page 244.
14. Pipeline easement recorded April 2, 1959 in Book 545 at Page 223.
15. Telephone easement recorded January 6, 1949 in Book 295 at Page 516.
16. Pipeline easement recorded April 3, 1954 in Book 405 at Page 441.
17. Road easement recorded May 26, 1948 in Book 290 at Page 79.
18. Pipeline easement recorded October 6, 1955 in Book 451 at Page 349.
19. Pipeline easement recorded May 5, 1958 in Book 524 at Page 262.
20. Easement recorded November 21, 1947 in Book 279 at Page 502.
21. Pipeline easement recorded March 28, 1951 in Book 344 at Page 394.
22. Right of Way easement recorded January 6, 1953 in Book 382 at Page 258.
23. Right of Way Grant recorded March 5, 1953 in Book 385 at Page 547.
24. Pipeline easement recorded September 17, 1954 in Book 419 at Page 446.
25. Pipeline easement recorded July 25, 1995 in Book 1425 at Page 503.
26. Highway easement in favor of the State of Oklahoma recorded October 14, 2002 in Book 1642 at Page 665.
27. Road easement recorded March 30, 1999 in Book 1536 at Page 570 and Amendment recorded September 29, 2005 in Book 1748 at Page 900.
28. Pipeline easement recorded November 2, 2017 in Book 2197 at Page 805.
29. Pipeline easement recorded November 2, 2017 in Book 2197 at Page 808.
30. Easement recorded June 19, 2017 in Book 2180 at Page 653.
31. Access easement reserved in a Warranty Deed recorded March 30, 1999 in Book 1536 at Page 570.
32. Statutory easement for roadway along Section line.

NOTE: Due to the U.S. Supreme Court decision in the case *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

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#10

V. H. CHERY and CLARA  
B. CHERRY, his wife.

EASEMENT.

TO  
STATE OF OKLAHOMA

Dated October 11th, 1934.  
Filed Oct. 29, 1934 at 8 A. M.  
Recorded in Road Record Book 1 Page  
368.

KNOW ALL MEN BY THESE PRESENTS:

That V.H. Chery and Clara B. Chery, his wife of Garvin County, State of Oklahoma, for and in consideration of the sum of Elven Hundred Fifty and no/100 Dollars (\$1150.00) and other good valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Garvin County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SE $\frac{1}{4}$  SW $\frac{1}{4}$ , and the SW $\frac{1}{4}$  SE $\frac{1}{4}$  lying South of the A. T. & S. F. Railroad in Section 7 T. 4N, R3W. in Garvin County, Oklahoma. said parcel of land being a Right of Way 85 feet in width, 60 feet on the right and 25 feet on the left side of the center line of the survey for Oklahoma U. S. Public Works Project No. N.R. H. 217-a. Said parcel of land being further described by said center line as follows: Beginning at a point on the West line of said SE $\frac{1}{4}$  SW $\frac{1}{4}$  approximately 380 feet North of the South line of said Section 7, Station 137-50 of said survey; thence S 80 deg. 39' E. a distance of 868 feet; thence said parcel of land being 75 feet in width, 50 feet on the right and 25 feet on the left side of said center line, continuing S 80 deg. 39' E. a distance of 480 feet to a point on the East line of said SE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence said parcel of land being 100 feet in width, 50 feet on either side of said center line continuing S 80 deg. 39' E. a distance of 1058.6 feet to a point on the South line of said SW $\frac{1}{4}$  SE $\frac{1}{4}$  1587.3 feet West of the East line of said Section 7, Station 161-56.6 of said Survey. Said parcel of land is adjacent and parallel to the South Right-of-way line of the A. T. & S. F. R. R. containing 2.99 acres, more or less in addition to the present occupied Right of Way.

In consideration of the construction of State Highway No. 19 the grantor her in agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State High-





way Commission, its officers, agents, and employes, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet, of the center line of said highway.

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

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

We, the undersigned owners hereby designate and appoint V. H. Cherry as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the 11th day of October, 1934.

V. H. CHERRY  
CLARA B. CHERRY.

STATE OF OKLAHOMA, )  
(SS.  
COUNTY OF GARVIN )

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 11th day of October, 1934, personally appeared and V. H. Cherry and Clara B. Cherry, his 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 therein set forth.

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

(SEAL)

DAVE BOYER, Notary Public.

My commission expires 15th day of October, 1937.



# 11

V. H. CHERRY and CLARA B. CHERRY, his wife. EASEMENT.

Dated October 11th, 1934. Filed Oct. 29, 1934 at 8 A. M. Recorded in Book 1 of Road Records Page 369.

TO THE STATE OF OKLAHOMA. STATE OF OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That V. H. Cherry and Clara B. Cherry, his wife of Garvin County, State of Oklahoma, for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargain, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land lying, and being situated in Garvin County, Oklahoma, to-wit:

A strip, piece of land lying in the NW 1/4 of NE 1/4 of Section 18, T. 4N-R3W. in Garvin County, Oklahoma. Said parcel of land being a Right-of-Way for Oklahoma U. S. Public Works Project Number NRH 217-A. said parcel of land being further described by metes and bounds as follows: Beginning at the NE corner of said NW 1/4 NE 1/4; thence West along the North line of said NW 1/4 NE 1/4 a distance of 595 feet; thence S 80 deg. 39' E. a distance of 602 feet to a point on the East line of said NW 1/4 NE 1/4; thence North along said East line, a distance of 92 feet to point of beginning. Containing 0.58 acres, more or less, in addition to the present occupied Right of Way.

In consideration of the construction of State Highway No. 19 the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employes, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

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





Instrument: Right of Way  
Filed: September 17, 1954 at 1 P.M.  
Recorded: Book 419 at Page 444

#12

FOR AND IN CONSIDERATION OF THE SUM OF (\$10.00) Ten & No/100 Dollars to the grantors paid, the receipt of which is hereby acknowledged, Lenard McDaniel herein called Grantors, hereby grant unto the following named Grantees, the right to lay, maintain, inspect, operate, repair, replace and remove gas pipe line for the transportation of crude petroleum, oil, gas, the products or by-products of each thereof and also water, and further the right to erect, install, maintain, inspect, operate, repair and remove telegraph and telephone lines and equipment and apparatus therefor, if grantees desire to do so, to be used in connection with any pipe line owned by said Grantees, on, over and through the following-described land, of which Grantors warrant they are the owners in fee simple, situated in Garvin County, State of Oklahoma to-wit:

N $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 7, 4N-3W      W $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 8, 4N-3W  
W $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 7, 4N-3W      SE $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 7, 4N-3W

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

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

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

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

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

And for an additional consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, said Grantors hereby grant

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

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

It is agreed that any payment hereunder may be made direct to said Grantors or any of them, or by depositing such payment to the credit of such Grantors or any one of them in the - - - Bank at - - - and payment so made shall be deemed and considered as payment to each of said Grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, witness - - - hand - - - this the 3rd day of September, 1954.

Leonard McDaniel

STATE OF OKLAHOMA }  
COUNTY OF - - - } SS:

Before me, a Notary Public, in and for said county and State, on this 3rd day of September, 1954, personally appeared Leonard McDaniel to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Martin, M. Burroughs, Notary Public

My Commission expires: Aug. 3, 1956.

#13

Instrument: Right of Way  
Filed: February 23, 1962 at 8 A.M.  
Recorded: Book 604 at Page 244

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FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the persons named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line and appurtenances thereto for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in Garvin County, State of Oklahoma, to-wit:

NE $\frac{1}{4}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  and W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 7, Township 4N,  
Range 3W

~~together~~ with the right of ingress and egress to and from said line or lines for the purposes aforesaid.

The Grantees, and the proportions in which they shall own the rights granted hereby, are as follows:

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

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line or lines constructed by Grantees across lands under cultivation shall be buried below plow depth. Grantees agree to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Page 2 - Right of Way

May 26, 1948 at 8 A. M.

Dated this 14th day of Feb, 1962.

J. M. McDaniel  
Grace McDaniel

STATE OF OKLAHOMA }  
COUNTY OF GARVIN } SS:

Before me, a Notary Public, in and for said county and Stae, on this 14th day of February, 1962, personally appeared J. M. McDaniel and Grace McDaniel, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

H. D. Sample, Notary Public

My Commission Expires: June 1, 1964.

Instrument: Right of Way  
Filed: April 2, 1959 at 8 A. M.  
Recorded: Book 545 at Page 223

#14

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the persons named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line or pipe lines, and appurtenances thereto, including pits to dispose of waste products, for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in Garvin County, State of Oklahoma, to-wit:

$S\frac{1}{2}$  NE $\frac{1}{4}$   
Less Tract sold to Mid Continent Pipe Line Company  
800 x 800 lying 1217 ft. West of SE/Corner.

of Section 18, Township 4N, Range 3W, together with the right of ingress and egress to and from said line or lines for the purposes aforesaid.

The Grantees, and the proportions in which they shall own the rights granted hereby, are as follows:

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

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line or lines. Any pipe line or lines constructed by Grantees across lands under cultivation shall be buried below plow depth. Should more than one pipe line be constructed hereunder an additional consideration at the rate of One Dollar per lineal rod shall be paid for each line constructed after the first line. Grantees agree to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.



Page 2 - Right of Way

Dated this 24th day of March, 1959.

Virgil Howard  
Willie A. Howard

STATE OF OKLAHOMA )  
COUNTY OF Garvin ) SS

Before me, a Notary Public, in and for said county and State, on this 24th day of March, 1959, personally appeared Virgil Howard and Willie A. Howard, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

H. D. Sample, Notary Public

My commission expires June 1, 1960

#15

Instrument: Telephone Right of Way Agreement  
Filed: January 6, 1949 at 1 P.M.  
Recorded: Book 295 at Page 516

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For and in consideration of the sum of Sixty and no/100 Dollars (\$60.00) to the grantor paid, the receipt of which is hereby acknowledged, Leonard McDaniel, herein called Grantor, hereby grants unto Warren Petroleum Corporation, a Delaware corporation, hereinafter called grantee, the right to erect, install, maintain, inspect, operate, repair and remove telephone lines and equipment and apparatus therefor, on, over and through the following described land, of which grantor warrants he is the owner in fee simple, situated in Garvin County, State of Oklahoma, to-wit:

The West Half of Southeast Quarter of Section Seven (7), Township Four (4) North, Range Three (3) West,

with the right of ingress and egress on, over and through said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, including but not limited to, the right to construct, operate and maintain said telephone lines. The terms and conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the party hereto.

In testimony whereof, witness my hand this the 23rd day of December, 1948.

Leonard McDaniel

STATE OF OKLAHOMA )  
COUNTY OF GARVIN ) SS:

Before me, a Notary Public, in and for said county and State, on this 23rd day of December, 1948, Leonard McDaniel, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

W.G. Clements, Notary Public

My commission expires 11-21-50.

Instrument: Right of Way  
Filed: April 3, 1954 at 8 A.M.  
Recorded: Book 405 at Page 441

#16

STATE OF OKLAHOMA } SS: KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF GARVIN }

That for and in consideration of One Hundred and 50/100 (\$100.50) Dollars to the undersigned, Leonard McDaniel and wife, Minnie McDaniel (herein style Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in Garvin County, State of Oklahoma, to-wit:

SE $\frac{1}{4}$  and the E $\frac{1}{2}$  of NE $\frac{1}{4}$  Section 7, Township 4N, Range 3W, W $\frac{1}{2}$  of SW $\frac{1}{4}$ , Section 8, Township 4N, Range 3W

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of fifty cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

Page 2 - Right of Way

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 20th day of January, 1954.

Leonard McDaniel  
Minnie McDaniel

STATE OF OKLAHOMA }  
COUNTY OF GARVIN } SS:

On this 20th day of January, 1954, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leonard McDaniel and his wife Minnie McDaniel to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL)

Lewis House, Notary Public

My commission expires: 11-3-54.

Instrument:  
Filed:  
Recorded:

Contract  
May 26, 1948 at 8 A. M.  
Book 290 at Page 79

#17

KNOW ALL MEN BY THESE PRESENTS: That Leonard McDaniel & I. L. McDaniel, for and in consideration of the sum of One hundred fifty & no/100 DOLLARS (\$150.00) the receipt of which is hereby acknowledged, ha-- this day granted, bargained, sold and conveyed unto Sinclair Prairie Oil Company, a Maine corporation, an easement across over the following described land, of which Grantors warrant to be the owners in fee simple, situated in Garvin County, State of Oklahoma, to-wit:

W $\frac{1}{2}$  SE $\frac{1}{4}$  7-4N-3W and NW $\frac{1}{4}$  SW $\frac{1}{4}$  8-4N-3W

for a term of 20 years from this date.

This easement is granted for the sole purpose of enabling Sinclair Prairie Oil Company, its officers, agents, servants, employees and others transacting business with Sinclair Prairie Oil Company, its officers, agents, servants, employees and others transacting business with Sinclair Prairie Oil Company to go upon, use and maintain at all times the private road through and over the property above described, which road is the property of Grantor and enables Sinclair Prairie Oil Company to have easy access to its leases located in the vicinity of the above described property.

It is agreed that the consideration above named shall be deemed and considered as fully payment for all prior use of said roadway by Sinclair Prairie Oil Company, its agents, servants and employees, and the future use for the term above named.

It is further agreed that this easement, receipt and release shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor have caused these presents to be executed this 20 day of April, 1948.

Leonard McDaniel  
I. L. McDaniel

STATE OF OKLAHOMA, COUNTY OF GARVIN, ss:

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 20 day of April, 1948, personally appeared Leonard McDaniel and I. L. McDaniel, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

(SEAL)

Victor A. Iobe, Notary Public

My commission expires May 9, 1948

#10

Instrument: Right of Way  
Filed: October 6, 1955 at 8 A. M.  
Recorded: Book 451 at Page 349

FOR AND IN CONSIDERATION OF THE SUM OF (\$ 10.00)  
Ten & No/100

DOLLARS

to the grantors paid, the receipt of which is hereby acknowledged,  
Leonard McDaniel

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

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

W $\frac{1}{2}$  SE $\frac{1}{4}$  Sec. 7 4N-3W

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness hand this the 20th day of Sept., 1955.

Leonard McDaniel

Acknowledged in regular form

Instrument:  
Filed:  
Recorded:

Right of Way  
May 5, 1958 at 8 A.M.  
Book 524 at Page 262

#19

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the persons named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line or pipe lines, and appurtenances thereto, including pits to dispose of waste products, for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in Garvin County, State of Oklahoma, to-wit:

8.21 Acres South of R. R. in SE $\frac{1}{4}$  SW $\frac{1}{4}$  and  
3.60 Acres South of R. R. in SW $\frac{1}{4}$  SE $\frac{1}{4}$  of  
Section 7, Township 4N, Range 3W,

together with the right of ingress and egress to and from said line or lines for the purposes aforesaid.

The Grantees, and the proportions in which they shall own the rights granted hereby, are as follows:

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

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line or lines. Any pipe line or lines constructed by Grantees across lands under cultivation shall be buried below plow depth. Grantee agrees to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 17th day of April, 1958.

V.H. Cherry  
Clara B. Cherry



STATE OF OKLAHOMA } SS:  
COUNTY OF GARVIN }

Before me, a Notary Public, in and for said county and State, on this 17th day of April, 1958 personally appeared V. H. Cherry and Clara B. Cherry, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

H. D. Sample, Notary Public

My Commission Expires: June 1, 1960.

Instrument:  
Filed:  
Recorded:

Right of Way  
November 21, 1947 at 8 A.M.  
Book 279 at Page 502

#20

For and in consideration of the sum of Ten and more Dollars (\$10.00) to us in ahdn paid, receipt of which is hereby acknowledged V. H. Cherry and Clara Bell Cherry, husband and wife, Lindsay, Oklahoma, do hereby grant, convey and warrant to Empire Pipeline Company, its successors and assigns a Right-Of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances, over, and through the following real estate, in Garvin County, State of Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 18, Township 4 North, Range 3 West

And also from time to time additional such pipe lines, telephone, telegraph and electrical lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon. GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages, to growing crops, fences or improvements occasional in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. Grantee shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not here in expressed.

The grantors represent that the above described land is rented for the period beginning Jan. 1, 1947, to Dec. 31, 1947, on crop Basis.

V. H. Cherry  
Clara Bell Cherry

STATE OF OKLAHOMA, COUNTY OF GARVIN, SS:

Before me, a Notary Public in and for said County and State, on this 1st day of October, 1947, personally appeared V. H. Cherry and Clara Bell Cherry, husband and wife, to me personally known to be the identical and same persons who executed the within and foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) Expires: 9/5/49. E. V. George, Notary Public

#21

Instrument: Right of Way  
Filed: March 28, 1951 at 8 A.M.  
Recorded: Book 344 at Page 394

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Fourteen & No/100 DOLLARS to the grantors paid, the receipt of which is hereby acknowledged, V. H. Cherry and Clara Belle Cherry, his wife herein called Grantors, hereby grant unto SINCLAIR PIPE LINE COMPANY, A Delaware corporation, hereafter called Grantee, its successors and assigns, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, and further the right to construct, maintain operate, repair and remove a communication system and equipment and apparatus therefor, if Grantee desires to do so, to be used in connection with any pipe line hereafter constructed by said Grantee on, over and through the following described land of which grantors warrant they are the owners in fee structured by said Grantee on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Garvin County, State of Oklahoma to-wit:

NW $\frac{1}{4}$  NE $\frac{1}{4}$  and N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 18-T4N-R3W

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

The said grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said grantee. Grantors agree not to build, create or construct, any obstruction, engineering works, or other structure over said pipe line or lines, nor permit same to be done by others.

In addition to the above consideration, grantee agrees to pay any damages which may arise to crops, building, drain tile, fences and timber, by reason of grantee's operations.

Any pipe line or lines constructed by grantee across lands under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee it may be placed above the channel of any stream, ravine, ditch or other watercourse.

As a part of the consideration hereinabove set forth. Grantors hereby grant unto said Grantee the right at any time or times to construct and operate an additional pipe line or pipe lines alongside of said first pipe line on, over and through said land, and Grantee agrees to pay Grantors for each additional pipe line so placed the sum of One Hundred Fourteen & no/100 Dollars, on or before the time Grantee

commences to construct such pipe line on the land hereinabove described. Said additional line or lines to be subject to the same rights, privileges and conditions as the original line.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said grantee.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the American Exchange Bank of Lindsay, Oklahoma, 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.

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

IN WITNESS WHEREOF, We have hereto set our hands and our seals this 5th day of March, 1951.

REVENUE:\$.55

V. H. Cherry  
Clara Belle Cherry

STATE OF OKLAHOMA )  
COUNTY OF GARVIN ) ss:

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 5th day of March, 1951, personally appeared V. H. Cherry and Clara Belle Cherry, his 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 therein set forth.

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

(SEAL)

(Illegible), Notary Public

My commission expires: 1/24/54.

Instrument: Right Of Way  
Filed: January 6, 1953 at 1 P.M.  
Recorded: Book 382 at Page 258

# 28

FOR AND IN CONSIDERATION OF THE SUM OF (\$) Ten and No/100 DOLLARS to the grantors paid, the receipt of which is hereby acknowledged, V. H. Cherry herein called Grantors, hereby grant unto the following named Grantees, the right to lay, maintain, inspect, operate, repair, replace and remove MAIN LINE GAS, for the transportation of crude petroleum, oil, gas, the products or by-products of each thereof and also water, and further the right to erect, install, maintain, inspect, operate, repair and remove telegraph and telephone lines and equipment and apparatus therefor, if grantees desire to do so, to be used in connection with any pipe line owned by said Grantees, on, over and through the following-described land, of which Grantors warrant they are the owners in fee simple, situated in Garvin County, State of Oklahoma to-wit:

SW $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 18, T4N, R-3-W

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

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

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

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

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

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

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

It is agreed that any payment hereunder may be made direct to said Grantors or any of them, or by depositing such payment to the credit of such Grantors or any one of them in the - - - Bank at - - - and payment so made shall be deemed and considered as payment to each of said Grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, witness my hand this the 11th day of September, 1952.

V. H. Cherry

State Of Oklahoma }  
County of Tulsa } SS:

Before me, a Notary Public, in and for said county and State, on this 11th day of September, 1952, personally appeared V. H. Cherry, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Ann Irby, Notary Public

My Commission Expires: Mar. 25, 1954.

Instrument:  
Filed:  
Recorded:

Right Of Way Grant  
March 5, 1953 at 8 A.M.  
Book 385 at Page 547

#23

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter called "Grantor", whether one or more, for and in the consideration of One Hundred Twelve & no/100 (\$12.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto INTERSTATE OIL PIPE LINE COMPANY, a Delaware corporation, hereinafter called "Grantee", its successors and assigns, a right of way and easement for the purpose of laying, maintaining, operating, patrolling (including aerial patrol), altering, repairing, renewing and removing in whole or in part a pipe line for the transportation of crude petroleum, its products and derivatives, whether liquid or gaseous, and/or mixtures thereof, together with the necessary fixtures, equipment and appurtenances, over, through, upon, under and across the following described land situated in Garvin County, State of Oklahoma, to-wit:

East Half ( $\frac{1}{2}$ ) of Northwest Quarter ( $NW\frac{1}{4}$ ) and  
Northwest Quarter ( $NW\frac{1}{4}$ ) of Northeast Quarter ( $NE\frac{1}{4}$ )  
Section 18, Township 4 North, Range 3 West

together with the right to clear the right of way and remove or trim trees and brush and remove other obstructions for a sufficient distance along both sides of said pipe line so as to prevent damage or interference with its efficient operations and patrol and together with the right of ingress and egress to and from said right of way through and over said above described land for any and all purposes necessary to the exercise by Grantee of the rights herein granted.

Grantor covenants with Grantee that he is the lawful owner of the aforesaid lands, that he has the right and authority to make this grant, and that he will forever warrant and defend the title thereto against all claims whatsoever. Said warranty, however, shall be limited to a return of the consideration paid for this grant, including damages.

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

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

The Grantee, by the acceptance hereof, agrees to bury said pipe lines through cultivated land so that they will not interfere with the ordinary cultivation thereof and also to pay any damage to crops, fences and timber which may arise from laying, maintaining and operating said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, its successors and assigns, and the third by the two persons aforesaid; and the award of such three arbitrators or any two of them, in writing, shall be final and conclusive. The 41

Page 2 - Right of Way Grant

cost of such arbitration shall be borne equally by Grantor and Grantee.

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

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

EXECUTED THIS 21st day of January, 1953.

V. H. Cherry  
Clara B. Cherry

STATE OF OKLAHOMA )  
COUNTY OF GARVIN )SS:

On this 21st day of January, 1953, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared V. H. Cherry and Clara B. Cherry, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL)

M. L. Parris, Notary Public

My commission expires July 8, 1955.



#24

Instrument: Right of Way  
Filed: September 17, 1954 at 1 P. M.  
Recorded: Book 419 at Page 446

FOR AND IN CONSIDERATION OF THE SUM OF (\$ 10.00)

Ten & no/100

DOLLARS

to the grantors paid, the receipt of which is hereby acknowledged,  
V. H. Cherry

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

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

NW NE Sec. 18 4N-3W

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness hand this the 3 day of Sept., 1954.

V. H. Cherry

Acknowledged in regular form

ORIGINAL

#25

BOOK 1425 PAGE 503

ESTIMATE NO. 4517-7788  
325-7075.05-318

05455

FORM EXP TUO - 18

Draft No. 90042672

.12" Jumper Line

RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the parties named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line, and appurtenances thereto, for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in

Garvin

County, State of Oklahoma, to wit:

A Portion of:

The Northeast of the Northeast of the Northwest Quarter (NE NE NW) and the Southwest of the Northwest of the Northwest of the Northeast Quarter (SW NW NW NE).

Line to be buried at a minimum of four (4) feet in depth.

of Section 18 Township 4N Range 3N, together with the right of ingress and egress to and from said line for the purpose of aforesaid.

The Grantees, and the proportions in which they shall own rights granted hereby, are as follows:

- Chevron U.S. A. Inc. - an undivided twenty-one percent (21%)
- Kerr-McGee Corporation - an undivided five percent (5%)
- ONEOK Products Company - an undivided twenty-six percent (26%)
- Trident NGL, Inc. - an undivided twenty-three percent (23%)
- Texaco Exploration and Production Inc. - an undivided twenty-five percent (25%)

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over or within twenty (20) feet of said pipe line. Any pipe line constructed by Grantees across lands under cultivation shall be buried below plow depth. Grantees agree to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by the Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive and binding upon Grantor and Grantees.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 12 day of July, 19 95

*Joe T. Gay*  
Joe T. Gay

SSN 441-28-8318

SSN

SSN

ACKNOWLEDGEMENT - INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF MCLELLAN Book 1425 Page 504

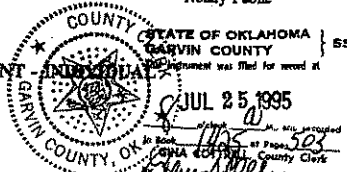
Before me, a Notary Public, in and for the said county and State, on this 12 of July, 1995, personally appeared JOE T. GAY, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.



My Commission Expires: 12/29/96

[Signature]  
Notary Public



ACKNOWLEDGEMENT - INDIVIDUAL

STATE OF }  
                  } SS  
COUNTY OF }

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

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My Commission expires: \_\_\_\_\_

Series	Line No.	RIGHT OF WAY	From	To	Line	Length	Rods	SEC.	TWP.	RANGE	

ACKNOWLEDGEMENT - HUSBAND AND WIFE

STATE OF }  
                  } SS  
COUNTY OF }

Before me, a Notary Public, in and for the said county and State, on this \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_ husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each, for themselves acknowledged to me that they executed the same as their free 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



STATE OF OKLAHOMA  
GARVIN COUNTY } SS  
This instrument was filed for record at

OCT 14 2002

BOOK 1642 PAGE 665

#20

6943

HIGHWAY EASEMENT RECORD COPY

in Book 1642 Page 665, and recorded  
By CJP, County Clerk, Deputy

KNOW ALL MEN BY THESE PRESENTS:  
That Joe T. Gay and/or Betty Jean Gay, Trustees of the Joe T. Gay Trust, dated January 15, 1998 and the Betty Jean Gay Trust, dated January 15, 1998

of Oklahoma County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Five hundred and no/100\*\*\*\*\* DOLLARS (\$ 500.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, and convey to the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement, to-wit:

A strip, piece or parcel of land lying in part of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) Quarter of Section 18, T4N, R3W, I.M. in Garvin County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 18; thence Easterly along the North line of said Northeast Quarter (NE/4) a distance of 667.25 feet to the point of beginning, said point being on said North line; thence Westerly along the said North line a distance of 63.14 feet; thence Southeasterly along a line being parallel to and 10.00 feet Southerly of said South right-of-way line a distance of 701.52 feet to a point on the East line said Northwest Quarter (NW/4) of the Northeast Quarter (NE/4); thence Northerly along said East line a distance of 10.14 feet; thence Northwesterly along said South right-of-way line a distance of 637.51 feet to the point of beginning.

Containing 0.13 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

For the same consideration hereinbefore recited, said Grantors grant and convey to the State of Oklahoma, the right to use and remove any and all dirt, rock, gravel, sand and other road building materials from the realty described, but, 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 purpose herein granted;

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

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners 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 Joe T. Gay and Betty Jean Gay Trustees 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 26 day of June, 2002

Joe T. Gay  
Joe T. Gay, Trustee of the Joe T. Gay Trust, dated January 15, 1998

Joe T. Gay  
Joe T. Gay, Trustee of the Betty Jean Gay Trust, dated January 15, 1998

Betty Jean Gay  
Betty Jean Gay, Trustee of the Joe T. Gay Trust, dated January 15, 1998

Betty Jean Gay  
Betty Jean Gay, Trustee of the Betty Jean Gay Trust, dated January 15, 1998

Revised 1-01

#27  
#31

STATE OF OKLAHOMA } 25  
GARVIN COUNTY }  
This instrument was filed for record at

BOOK 1536 PAGE 570

02460  
WARRANTY DEED

MAR 9 0 1999

Attest  
In Book 1536 at Page 570  
GINA COTTRELL, County Clerk  
By JOHN N. MAW, Deputy

KNOW ALL MEN BY THESE PRESENTS:

That Joe T. Gay and Betty Jean Gay, husband and wife ("Grantors"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Grasslands Feeds, Inc., an Oklahoma corporation (having a notice address of Lindsay, Oklahoma) (the "Grantee"), that certain tract of real property situated in Garvin County, Oklahoma, described as follows, to-wit:

STATE OF OKLAHOMA  
Garvin County  
Documentary Stamps \$ 142.50

A tract of land located in part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) and in part of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4) of Section Seven (7), and in part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and part of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Eighteen (18) all in Township Four (4) North, Range Three (3) West of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follows: Beginning at a point 50.35 feet east of the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18 and in the North line of said NE/4; thence S01°16'21"W 124.85 feet; thence East 82.73 feet; thence S00°14'03"W 110.38 feet; thence S87°58'25"W 46.00 feet; thence S04°27'05"E 55.00 feet; thence S87°58'25"W 66.27 feet; thence S04°27'05"E 90.11 feet; thence along a curve to the right (having a radius of 85.43 feet, a chord bearing of N81°25'36"W, a chord distance of 159.14 feet) an arc distance of 204.75 feet; thence N20°20'51"W 68.30 feet; thence N04°18'38"E 150.39 feet; thence N87°30'05"W 60.93 feet; thence N63°36'23"W 176.48 feet; thence N03°26'24"E 225.21 feet to the South right of way (R/W) line of State Highway #19; thence S80°55'34"E along said R/W line 403.90 feet; thence S01°16'21"W 96.12 feet to the point of beginning, containing 3.8 acres, more or less

together will all the improvements thereon and appurtenances thereunto belonging and warrant title to the same, LESS AND EXCEPT any interest in and to oil, gas and other minerals therein and thereunder, and all rights, interest and estates of whatsoever nature incident thereto or arising therefrom, and subject to those matters set forth herein.

Sellers reserve to themselves, their children, their successors and assigns as owners of the land contiguous to the above-described conveyed premises, permanent easement and right-of-way for the purpose of ingress and egress to adjoining real estate traversing the property with agriculture equipment, trucks, etc... Such easement and right-of-way shall be generally over and follow the existing driveway, roadway or track deemed to be 20 feet in width across the conveyed land connecting to the adjacent public roadway adjoining the property. Such ingress and egress shall be limited to such easement and to existing public roads, if any, on the premises. All activities of the holders of this easement shall be limited to such ingress and egress. The

14250 doc.

1000

owner of the property here conveyed or the owner of the adjoining land shall have the right to fence the whole or any part of their property provided gates are installed where such fence crosses the easement and the owner of the covered property provides the owner of the adjoining property with locks and keys to secure said gates and owner retains keys for its own use. The owner of the conveyed property shall have the right to use and enjoy the property subject to the easement except where such use would interfere with the rights herein reserved.

TO HAVE AND TO HOLD said described premises unto the Grantee, Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims charges, taxes, judgments, mortgages and other liens and encumbrances whatsoever, except for and subject to those matters set forth herein.

EXECUTED and delivered this 29th day of March, 1999.

Joe T. Gay  
Joe T. Gay

Betty Jean Gay  
Betty Jean Gay

STATE OF OKLAHOMA        )  
  ) ss:  
COUNTY OF GARVIN        )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of March, 1999, personally appeared Joe T. Gay and Betty Jean Gay, husband and wife, to me known to be the identical people who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Diane Webb  
Notary Public

My Commission Expires:  
10-20-2001

# 87

AMENDED EASEMENT

WHEREAS, in a Warranty Deed dated March 29, 1999, and recorded in Book 1536 at Page 570 of the Office of the County Clerk of Garvin County, Oklahoma, and in a Corrected Warranty Deed dated June 9, 2004 and recorded in Book 1702 at Page 171 of the Office of the County Clerk of Garvin County, Oklahoma, wherein Joe T. Gay and Betty Jean Gay, husband and wife, individually and as Trustees of the JOE T. GAY TRUST dated 1-15-98 and the BETTY JEAN GAY TRUST dated 1-15-98 were the Grantors and GRASSLAND FEEDS, INC., an Oklahoma corporation, was the Grantee, the Grantors reserved a Roadway Easement over, through and across the real property and premises described on the attached "EXHIBIT A," and whereas, the undersigned desire to amend the provisions of said Roadway Easement.

WITNESSETH, that in consideration of the sum of Ten and More Dollars (\$10.00) and other good and valuable consideration, paid by GRASSLAND FEEDS, INC., an Oklahoma corporation, to Joe T. Gay and Betty Jean Gay, husband and wife, individually and as Trustees of the JOE T. GAY TRUST dated 1-15-98 and the BETTY JEAN GAY TRUST dated 1-15-98, the receipt of which is hereby acknowledged, the undersigned do hereby by these presents amend the hereinabove referenced Roadway Easement in its entirety, to read as follows, to wit:

Joe T. Gay and Betty Jean Gay, husband and wife, individually and as Trustees of the JOE T. GAY TRUST dated 1-15-98 and the BETTY JEAN GAY TRUST dated 1-15-98, their children, successors and assigns as owners of the real property and premises contiguous to the real property and premises described on the attached "EXHIBIT A", shall have and retain a permanent roadway easement and right-of-way for the purpose of ingress and egress to adjoining real property for the purpose of traversing the real property and premises with agricultural equipment, trucks, etc... Said roadway easement shall conform to the current, or future, location of the lease road which services the Ward Petroleum Corporation V.H. CHERRY oil well lease location and shall be 20 feet in width. All utilization of said lease road and roadway easement shall be subject to and in accordance with, the rules



1-2005-008106 Book 1748 Pg: 900  
09/29/2005 8:30 am Pg 0900-0903  
Fee \$ 19.00 Doc: \$ 0.00  
Gene Mann - Garvin County Clerk  
State of Oklahoma

19





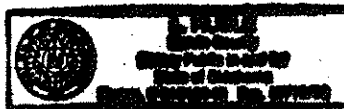
STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF GARVIN )

The forgoing instrument was acknowledged before me on this 19<sup>th</sup> day of September, 2005, by Robert Harrison as President of GRASSLAND FEEDS, INC., an Oklahoma corporation, on behalf of the Corporation.

L. Ruble  
Notary Public

My Commission Expires:  
July 19, 2009

My Commission Number:  
01012049



1-2005-008106 Book 1748 Pg: 902  
09/29/2005 8:30 am Pg 0900-0903  
Fee \$ 19.00 Doc \$ 0.00  
Gina Mann - Garvin County Clerk  
State of Oklahoma

EXHIBIT A

A tract of land located in part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) and in part of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4) of Section Seven (7), and in part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and part of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Eighteen (18) all in Township Four (4) North, Range Three (3) West of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follows: Beginning at a point 50.35 feet east of the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18 and in the North line of said NE/4; thence S01°16'21"W 124.85 feet; thence East 82.73 feet; thence S00°14'03"W 110.38 feet; thence S87°58'25"W 46.00 feet; thence S04°27'05"E 55.00 feet; thence S87°58'25"W 66.27 feet; thence S04°27'05"E 90.11 feet; thence along a curve to the right (having a radius of 85.43 feet, a chord bearing of N81°25'36"W, a chord distance of 159.14 feet) an arc distance of 204.75 feet; thence N20°20'51"W 68.30 feet; thence N04°18'38"E 150.39 feet; thence N87°30'05"W 60.93 feet; thence N63°36'23"W 176.48 feet; thence N03°26'24"E 225.21 feet to the South right of way (R/W) line of State Highway #19; thence S80°55'34"E along said R/W line 403.90 feet; thence S01°16'21"W 96.12 feet to the point of beginning, containing 3.8 acres, more or less

1-2005-008106 Book 1748 Pg: 903  
09/28/2005 8:30 am Pg 0900-0903  
Fee: \$ 19.00 Doc: \$ 0.00  
Gina Mann - Garvin County Clerk  
State of Oklahoma

#28

ONEOK Field Services Company, L.L.C., P.O. Box 871 Tulsa, Ok 74102-0871  
**RIGHT-OF-WAY AGREEMENT**

AFE: 061.111.4299.010356  
Rimrock: Thoroughbred 1-18-07



STATE OF { Oklahoma }  
COUNTY OF { Garvin }

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK FIELD SERVICES COMPANY, L.L.C. its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate remove and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of Garvin State of Oklahoma to wit:

A permanent easement thirty (30') feet in width and a temporary construction easement of an additional Twenty (20') in width across the E/2 NW/4 Sec. 18, T4N-R3W. This easement herein granted is for one pipeline only and is to be buried at least forty-eight inches below ground. This easement includes an above ground valve with pipe guard.

During construction, GRANTEE shall have the right to use an additional work space of up to one hundred feet by one hundred fifty feet (100' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

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 but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

{00058866 - 1 }

1-2017-009209 Book 2197 Pg. 805  
11/02/2017 8:00 am Pg 0805-0807  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma

17

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. 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. 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 Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to the right-of-way surface, including damages for growing-crops, which may be occasioned upon said Easement by the Permitted Uses.

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 therefor, 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.

It is agreed that this grant covers all the 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.

9<sup>th</sup> IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this day of July, 2017.

**LAND OWNER'S SIGNATURE**

**Betty Jean Gay Trust**

Betty Jean Gay  
Betty Jean Gay-Trustee

{00058866-1}

1-2017-009209 Book 2197 Pg: 806  
11/02/2017 8:00 am Pg 0805-0807  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma

ACKNOWLEDGEMENTS

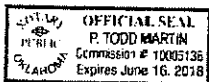
State of Oklahoma  
County of Garvin (individual)

This instrument was acknowledged before me this 9<sup>th</sup> day of June, 2017 by Betty Jean Gay, Trustee of the Betty Jean Gay Trust, dated January 15, 1998.

My commission number 10005136  
expires: June 16, 2018

P. Todd Martin

Notary Public



{00058866-1}

1-2017-009209 Book 2197 Pg. 807  
11/02/2017 8:00 am Pg 0805-0807  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fuhs - Garvin County Clerk  
State of Oklahoma

# 29

ONEOK Field Services Company, L.L.C., P.O. Box 871 Tulsa, Ok 74102-0871  
**RIGHT-OF-WAY AGREEMENT**

AFE: 061.111.4299.010356  
Rimrock: Thoroughbred 1-18-07

STATE OF { Oklahoma }  
COUNTY OF { Garvin }

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK FIELD SERVICES COMPANY, L.L.C. its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate remove and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of Garvin State of Oklahoma to wit:

A permanent easement thirty (30') feet in width and a temporary construction easement of an additional Twenty (20') in width across the E/2 NW/4 Sec. 18, T4N-R3W. This easement herein granted is for one pipeline only and is to be buried at least forty-eight inches below ground. This easement includes an above ground valve with pipe guard.

During construction, GRANTEE shall have the right to use an additional work space of up to one hundred feet by one hundred fifty feet (100' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

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 but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

(00038866 - 1 )

1-2017-008210 Book 2197 Pg: 808  
11/02/2017 8:00 am Pg 0808-0810  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma



17

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TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. 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. 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 Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.

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 therefor, 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.

It is agreed that this grant covers all the 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.

*grh* IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this day of June, 2017.

LAND OWNER'S SIGNATURE

Joe T. Gay Trust

*Betty Jean Gay*  
Betty Jean Gay-Trustee

(00058866-1)

1-2017-009210 Book 2197 Pg. 809  
11/02/2017 8:00 am Pg 0806-0810  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fuks - Garvin County Clerk  
State of Oklahoma



ACKNOWLEDGEMENTS

State of OKLAHOMA  
County of GARVIN (individual)

This instrument was acknowledged before me this 9<sup>th</sup> day of JUNE, 2017 by Betty Jean Gay, Trustee of the Joe T. Gay Trust, dated January 15, 1998.

My commission number 10005136  
expires: JUNE 16, 2018

P. Todd Martin  
Notary Public



{00058866 - 1 }

I-2017-009210 Book 2187 Pg: 810  
11/02/2017 8:00 am Pg 0808-0810  
Fee \$ 17.00 Doc \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma

After recordation, return to:  
WOODFORD EXPRESS LLC  
5550 N. Francis Avenue  
Oklahoma City, OK 73118  
Attn: N. Janine Wheeler

Line: Dorado  
Parcel ID: 18-04N-03W-0-002

#30

**RIGHT OF WAY AGREEMENT**

**Grantor:** BETTY JEAN GAY, Sole Trustee of THE BETTY JEAN GAY TRUST dated January 15, 1998-an undivided one-half (1/2) interest; and THE JOE T. GAY TRUST dated January 15, 1988-an undivided one-half (1/2) interest  
14901 N. Pennsylvania #118  
Oklahoma City, OK 73134

**Grantee:** WOODFORD EXPRESS LLC, a Delaware limited liability company  
5550 North Francis Avenue  
Oklahoma City, OK 73118

The undersigned, ("Grantor," whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to it by WOODFORD EXPRESS LLC, a Delaware limited liability company ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee, a permanent and exclusive fifty foot (50') wide right-of-way easement (the "Right of Way") to locate, establish, construct, lay, install, operate, maintain, repair, alter, replace, in whole or in part, at one time or at separate times, relocate within the Right of Way, change the size of and remove or abandon in place no more than one (1) pipeline, together with related equipment and facilities, valves, fittings, drips, pig traps, meters, pumps, fittings, connections, risers, measurement equipment, corrosion control devices, wires, cables, electronic telemetry equipment, communications equipment, pipeline operating control devices, and such other above-ground equipment and facilities as are used or useful in the transportation of natural gas, oil, gas petroleum products, fluids containing hydrocarbons, condensates and distillates, gases (including inert gases) or natural gas liquids and products derived there from, or other substances which can be transported through pipelines across, under, over and upon the lands of the Grantor situated in Garvin County, Oklahoma ("Grantor Land"), which Grantor Land is more particularly described below.

**GRANTOR LAND LEGAL DESCRIPTION**

The East Half of the Northwest Quarter (E/2 NW/4) and the North Half of the Southwest Quarter of the Northeast Quarter (N/2 SW/4 NE/4) and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) of Section Eighteen (18), all in Township Four (4) North, Range Three (3) West, Garvin County, Oklahoma; LESS AND EXCEPT

A tract of land located in part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) and in part of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4) of Section Seven (7) and in part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and part of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Eighteen (18) all in Township Four (4) North, Range Three (3) West of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follows: Beginning at a point 50.35 feet East of the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18 and in the North line of said NE/4; thence S01°16'21"W 124.85 feet; thence East 82.73 feet; thence S00°14'03"W 110.38 feet; thence S87°58'25"W 48.00 feet; thence S04°27'05"E 55.00 feet; thence S87°58'25"W 66.27 feet; thence S04°27'05"E 90.11 feet; thence along a curve to the right (having a radius of 85.43 feet, a chord bearing of N81°25'36"W a chord distance of 159.14 feet) an arc distance of 204.75 feet; thence N20°20'51"W 68.30 feet; thence N04°18'38"E 150.39 feet; thence N87°30'05"W 60.93 feet; thence N63°38'23"W 176.48 feet; thence N03°26'24"E 225.21 feet to the South right of way (R/W) line of State Highway #19; thence S80°55'34"E along said R/W line 403.90 feet; thence S01°16'21"W 96.12 feet to the point of beginning, containing 3.8 acres, more or less.

It is further agreed as follows:

- Easement Size.** The Right of Way shall consist of a fifty foot (50') wide free and unobstructed permanent easement and right of way and a twenty-five foot (25') wide temporary easement work area located adjacent to and parallel to the permanent easement.
- Location.** The location of the Right of Way on Grantor Land is generally depicted on Exhibit "A." Any change in the location of the Right of Way 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, cultural or historical sites, or threatened

1-2017-005156 Book 2180 Pg: 653  
08/19/2017 8:00 am Pg 0653-0658  
Fee: \$ 19.00 Doc: \$ 0.00  
Lon Fults - Garvin County Clerk  
State of Oklahoma



19

10

or endangered species. Grantee or its successors or assigns may record this Right of Way before or after construction of the initial pipeline with an amended Exhibit "A" describing and depicting the surveyed location of the Right of Way.

3. **Pipe Depth.** Grantee shall: (a) bury all pipelines to a depth of thirty-six inches (36") below the surface or a sufficient depth so as not to interfere with the cultivation of the soil, and (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work. If consolidated rock is encountered during the burial of the pipeline, the pipeline shall be buried at a minimum depth of twenty-four inches (24"). Grantor agrees to not disturb, alter, or interfere with the depth of cover over the pipelines.
4. **Fencing & Gating.** Grantee shall install an H-frame brace prior to cutting any fence. Grantee shall have the right, at its option, to install gates in fences crossing the Right of Way.
5. **Additional Workspace.** Grantee shall also be entitled to use Grantor's adjacent additional lands ("Additional Workspace") as reasonably necessary at road, existing pipeline, creek or other waterway, and railroad crossings for construction purposes as may be deemed necessary or reasonably appropriate by Grantee. Grantee agrees to occupy the Additional Workspace only during the construction and testing of its pipelines.
6. **Grantee Property.** All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee, and Grantee shall have the right to remove any or all of its property from the Right of Way.
7. **Grantor's Use.** Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir, or structure shall be constructed upon the Right of Way or easements herein granted. Grantor shall not construct (or permit the construction of) any roads or driveways across the Right of Way without obtaining Grantee's prior written consent which shall not be unreasonably withheld.
8. **Access.** Grantee reserves the right of ingress to and egress over and across the Grantor Land from the Right of Way and the right to use all roads over and across the Grantor Land including any gates located on such roads.
9. **Maintenance.** Grantee shall have the right to clear and keep cleared from within the Right of Way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so, and, after said pipeline has been installed, Grantee shall not be liable for damages caused on the Right of Way by keeping the Right of Way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder; however, Grantee shall be liable for any identifiable damages to crops and pasture grasses incurred during Grantee's exercise of its continued rights under this easement.
10. **Counterparts.** This instrument may be executed in counterparts, but which together shall constitute one and the same instrument.
11. **Consideration.** It is understood and agreed that the initial consideration recited above and receipt of which has been acknowledged by Grantor, is also full, complete and final payment for and includes usual and necessary construction damages that may be sustained by original construction of the pipeline within the Right of Way area, including without limitation, reseeding, cutting trees, crop damages, and damages to surface, fences or any other property owned by Grantor.
12. **Assignment.** Grantee shall have the right to assign any of its rights under this Agreement in whole or in part. The terms and conditions of this Agreement 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. This Agreement and the rights granted herein shall be a covenant against the Grantor Land and shall bind and run with the land.
13. **Representations.** Grantee makes no representations, warranties, covenants, or agreements either written or oral except those expressed herein, and no contractor, representative, or agent is authorized to make any such agreements or modifications to the terms of this Agreement. It is understood and agreed that the Right of Way covered by this Agreement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for so long thereafter as any one or more of said rights or privileges are used or useful or any pipelines, structure or facility installed hereunder is used or remains thereon. However, Grantee shall have the right to abandon and terminate this Right of Way Agreement as to any or all pipelines, structures or facilities, by filing a release of same in the county records. Grantor hereby binds itself, its successors and assigns, to warrant and defend the easements granted in this Agreement unto Grantee, its successors and assigns, against every person whomsoever claiming the same or any part of it.

IN TESTIMONY WHEREOF, Grantor has executed this Agreement on this 17 day of May, 2017.

**GRANTOR:**

THE BETTY JEAN GAY TRUST dated January 15, 1998  
THE JOE T. GAY TRUST dated January 15, 1998

By: Betty Jean Gay  
BETTY JEAN GAY, SOLE TRUSTEE

**ACKNOWLEDGMENT(S)**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF Oklahoma       §

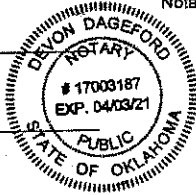
This instrument was acknowledged before me by BETTY JEAN GAY, Sole Trustee of THE BETTY JEAN GAY TRUST dated January 15, 1998, and THE JOE T. GAY TRUST dated January 15, 1998, on the 17 day of MAY, 2017.

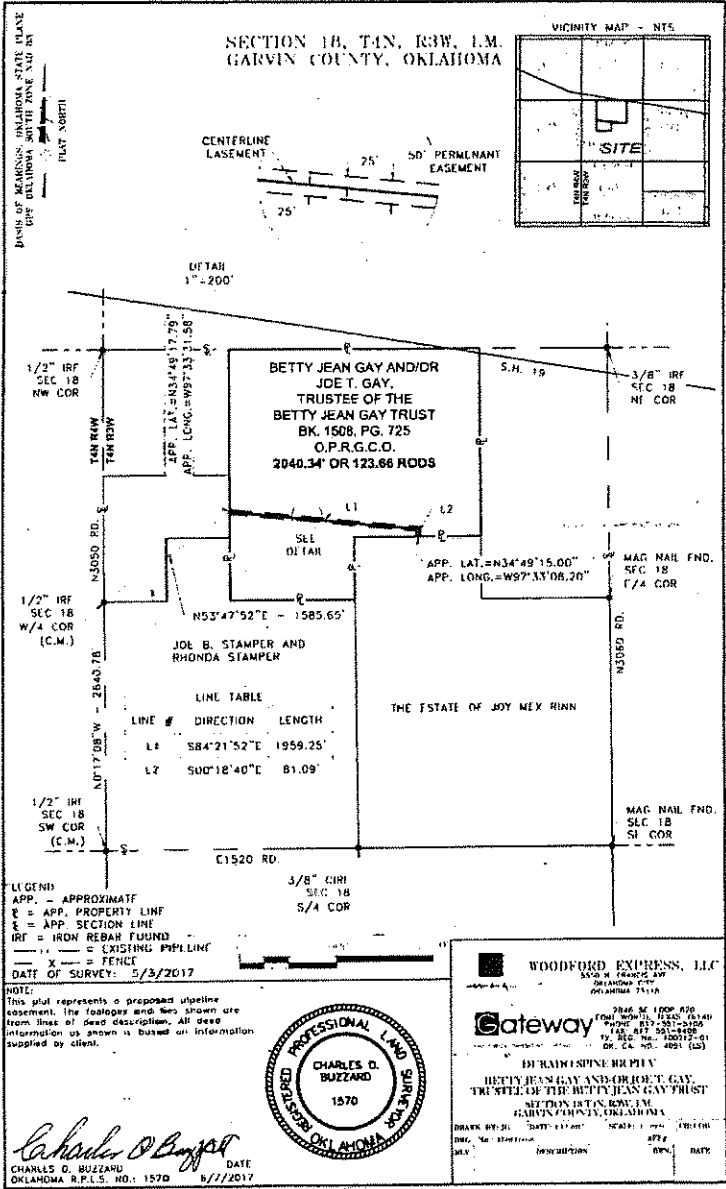
[Signature]  
Notary Public

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

(SEAL)

My Commission Number: \_\_\_\_\_





#10

V. H. CHERY and CLARA  
B. CHERRY, his wife.

EASEMENT.

TO  
STATE OF OKLAHOMA

Dated October 11th, 1934.  
Filed Oct. 29, 1934 at 8 A. M.  
Recorded in Road Record Book 1 Page  
368.

KNOW ALL MEN BY THESE PRESENTS:

That V.H. Chery and Clara B. Chery, his wife of Garvin County, State of Oklahoma, for and in consideration of the sum of Elven Hundred Fifty and no/100 Dollars (\$1150.00) and other good valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Garvin County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SE $\frac{1}{4}$  SW $\frac{1}{4}$ , and the SW $\frac{1}{4}$  SE $\frac{1}{4}$  lying South of the A. T. & S. F. Railroad in Section 7 T. 4N, R3W. in Garvin County, Oklahoma. said parcel of land being a Right of Way 85 feet in width, 60 feet on the right and 25 feet on the left side of the center line of the survey for Oklahoma U. S. Public Works Project No. N.R. H. 217-a. Said parcel of land being further described by said center line as follows: Beginning at a point on the West line of said SE $\frac{1}{4}$  SW $\frac{1}{4}$  approximately 380 feet North of the South line of said Section 7, Station 137-50 of said survey; thence S 80 deg. 39' E. a distance of 868 feet; thence said parcel of land being 75 feet in width, 50 feet on the right and 25 feet on the left side of said center line, continuing S 80 deg. 39' E. a distance of 480 feet to a point on the East line of said SE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence said parcel of land being 100 feet in width, 50 feet on either side of said center line continuing S 80 deg. 39' E. a distance of 1058.6 feet to a point on the South line of said SW $\frac{1}{4}$  SE $\frac{1}{4}$  1587.3 feet West of the East line of said Section 7, Station 161-56.6 of said Survey. Said parcel of land is adjacent and parallel to the South Right-of-way line of the A. T. & S. F. R. R. containing 2.99 acres, more or less in addition to the present occupied Right of Way.

In consideration of the construction of State Highway No. 19 the grantor her in agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State High-



way Commission, its officers, agents, and employes, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet, of the center line of said highway.

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

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

We, the undersigned owners hereby designate and appoint V. H. Cherry as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the 11th day of October, 1934.

V. H. CHERRY  
CLARA B. CHERRY.

STATE OF OKLAHOMA, )  
(SS.  
COUNTY OF GARVIN )

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 11th day of October, 1934, personally appeared and V. H. Cherry and Clara B. Cherry, his 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 therein set forth.

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

(SEAL)

DAVE BOYER, Notary Public.

My commission expires 15th day of October, 1937.



# 11

V. H. CHERRY and CLARA B. CHERRY, his wife. EASEMENT.

Dated October 11th, 1934. Filed Oct. 29, 1934 at 8 A. M. Recorded in Book 1 of Road Records Page 369.

TO THE STATE OF OKLAHOMA. STATE OF OKLAHOMA. KNOW ALL MEN BY THESE PRESENTS:

That V. H. Cherry and Clara B. Cherry, his wife of Garvin County, State of Oklahoma, for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargain, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land lying, and being situated in Garvin County, Oklahoma, to-wit:

A strip, piece of land lying in the NW 1/4 of NE 1/4 of Section 18, T. 4N-R3W. in Garvin County, Oklahoma. Said parcel of land being a Right-of-Way for Oklahoma U. S. Public Works Project Number NRH 217-A. said parcel of land being further described by metes and bounds as follows: Beginning at the NE corner of said NW 1/4 NE 1/4; thence West along the North line of said NW 1/4 NE 1/4 a distance of 595 feet; thence S 80 deg. 39' E. a distance of 602 feet to a point on the East line of said NW 1/4 NE 1/4; thence North along said East line, a distance of 92 feet to point of beginning. Containing 0.58 acres, more or less, in addition to the present occupied Right of Way.

In consideration of the construction of State Highway No. 19 the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employes, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

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







Instrument: Right of Way  
Filed: September 17, 1954 at 1 P.M.  
Recorded: Book 419 at Page 444

#12

FOR AND IN CONSIDERATION OF THE SUM OF (\$10.00) Ten & No/100 Dollars to the grantors paid, the receipt of which is hereby acknowledged, Lenard McDaniel herein called Grantors, hereby grant unto the following named Grantees, the right to lay, maintain, inspect, operate, repair, replace and remove gas pipe line for the transportation of crude petroleum, oil, gas, the products or by-products of each thereof and also water, and further the right to erect, install, maintain, inspect, operate, repair and remove telegraph and telephone lines and equipment and apparatus therefor, if grantees desire to do so, to be used in connection with any pipe line owned by said Grantees, on, over and through the following-described land, of which Grantors warrant they are the owners in fee simple, situated in Garvin County, State of Oklahoma to-wit:

N $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 7, 4N-3W      W $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 8, 4N-3W  
W $\frac{1}{2}$  SE $\frac{1}{4}$  Sec. 7, 4N-3W      SE $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 7, 4N-3W

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

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

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

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

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

And for an additional consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, said Grantors hereby grant

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

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

It is agreed that any payment hereunder may be made direct to said Grantors or any of them, or by depositing such payment to the credit of such Grantors or any one of them in the - - - Bank at - - - and payment so made shall be deemed and considered as payment to each of said Grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, witness - - - hand - - - this the 3rd day of September, 1954.

Leonard McDaniel

STATE OF OKLAHOMA }  
COUNTY OF - - - } SS:

Before me, a Notary Public, in and for said county and State, on this 3rd day of September, 1954, personally appeared Leonard McDaniel to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Martin, M. Burroughs, Notary Public

My Commission expires: Aug. 3, 1956.

#13

Instrument: Right of Way  
Filed: February 23, 1962 at 8 A.M.  
Recorded: Book 604 at Page 244

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FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the persons named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line and appurtenances thereto for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in Garvin County, State of Oklahoma, to-wit:

NE $\frac{1}{4}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  and W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 7, Township 4N,  
Range 3W

~~together~~ with the right of ingress and egress to and from said line or lines for the purposes aforesaid.

The Grantees, and the proportions in which they shall own the rights granted hereby, are as follows:

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

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line or lines constructed by Grantees across lands under cultivation shall be buried below plow depth. Grantees agree to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Page 2 - Right of Way

May 26, 1948 at 8 A. M.

Dated this 14th day of Feb, 1962.

J. M. McDaniel  
Grace McDaniel

STATE OF OKLAHOMA }  
COUNTY OF GARVIN } SS:

Before me, a Notary Public, in and for said county and Stae, on this 14th day of February, 1962, personally appeared J. M. McDaniel and Grace McDaniel, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

H. D. Sample, Notary Public

My Commission Expires: June 1, 1964.

Instrument: Right of Way  
Filed: April 2, 1959 at 8 A. M.  
Recorded: Book 545 at Page 223

#14

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the persons named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line or pipe lines, and appurtenances thereto, including pits to dispose of waste products, for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in Garvin County, State of Oklahoma, to-wit:

$S\frac{1}{2}$  NE $\frac{1}{4}$   
Less Tract sold to Mid Continent Pipe Line Company  
800 x 800 lying 1217 ft. West of SE/Corner.

of Section 18, Township 4N, Range 3W, together with the right of ingress and egress to and from said line or lines for the purposes aforesaid.

The Grantees, and the proportions in which they shall own the rights granted hereby, are as follows:

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

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line or lines. Any pipe line or lines constructed by Grantees across lands under cultivation shall be buried below plow depth. Should more than one pipe line be constructed hereunder an additional consideration at the rate of One Dollar per lineal rod shall be paid for each line constructed after the first line. Grantees agree to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Page 2 - Right of Way

Dated this 24th day of March, 1959.

Virgil Howard  
Willie A. Howard

STATE OF OKLAHOMA )  
COUNTY OF Garvin ) SS

Before me, a Notary Public, in and for said county and State, on this 24th day of March, 1959, personally appeared Virgil Howard and Willie A. Howard, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

H. D. Sample, Notary Public

My commission expires June 1, 1960

#15

Instrument: Telephone Right of Way Agreement  
Filed: January 6, 1949 at 1 P.M.  
Recorded: Book 295 at Page 516

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For and in consideration of the sum of Sixty and no/100 Dollars (\$60.00) to the grantor paid, the receipt of which is hereby acknowledged, Leonard McDaniel, herein called Grantor, hereby grants unto Warren Petroleum Corporation, a Delaware corporation, hereinafter called grantee, the right to erect, install, maintain, inspect, operate, repair and remove telephone lines and equipment and apparatus therefor, on, over and through the following described land, of which grantor warrants he is the owner in fee simple, situated in Garvin County, State of Oklahoma, to-wit:

The West Half of Southeast Quarter of Section Seven (7), Township Four (4) North, Range Three (3) West,

with the right of ingress and egress on, over and through said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, including but not limited to, the right to construct, operate and maintain said telephone lines. The terms and conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the party hereto.

In testimony whereof, witness my hand this the 23rd day of December, 1948.

Leonard McDaniel

STATE OF OKLAHOMA )  
COUNTY OF GARVIN ) SS:

Before me, a Notary Public, in and for said county and State, on this 23rd day of December, 1948, Leonard McDaniel, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

W.G. Clements, Notary Public

My commission expires 11-21-50.



Instrument: Right of Way  
Filed: April 3, 1954 at 8 A.M.  
Recorded: Book 405 at Page 441

#16

STATE OF OKLAHOMA } SS: KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF GARVIN }

That for and in consideration of One Hundred and 50/100 (\$100.50) Dollars to the undersigned, Leonard McDaniel and wife, Minnie McDaniel (herein style Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in Garvin County, State of Oklahoma, to-wit:

SE $\frac{1}{4}$  and the E $\frac{1}{2}$  of NE $\frac{1}{4}$  Section 7, Township 4N, Range 3W, W $\frac{1}{2}$  of SW $\frac{1}{4}$ , Section 8, Township 4N, Range 3W

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of fifty cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

Page 2 - Right of Way

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 20th day of January, 1954.

Leonard McDaniel  
Minnie McDaniel

STATE OF OKLAHOMA }  
COUNTY OF GARVIN } SS:

On this 20th day of January, 1954, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leonard McDaniel and his wife Minnie McDaniel to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL)

Lewis House, Notary Public

My commission expires: 11-3-54.

Instrument:  
Filed:  
Recorded:

Contract  
May 26, 1948 at 8 A. M.  
Book 290 at Page 79

#17

KNOW ALL MEN BY THESE PRESENTS: That Leonard McDaniel & I. L. McDaniel, for and in consideration of the sum of One hundred fifty & no/100 DOLLARS (\$150.00) the receipt of which is hereby acknowledged, ha-- this day granted, bargained, sold and conveyed unto Sinclair Prairie Oil Company, a Maine corporation, an easement across over the following described land, of which Grantors warrant to be the owners in fee simple, situated in Garvin County, State of Oklahoma, to-wit:

W $\frac{1}{2}$  SE $\frac{1}{4}$  7-4N-3W and NW $\frac{1}{4}$  SW $\frac{1}{4}$  8-4N-3W

for a term of 20 years from this date.

This easement is granted for the sole purpose of enabling Sinclair Prairie Oil Company, its officers, agents, servants, employees and others transacting business with Sinclair Prairie Oil Company, its officers, agents, servants, employees and others transacting business with Sinclair Prairie Oil Company to go upon, use and maintain at all times the private road through and over the property above described, which road is the property of Grantor and enables Sinclair Prairie Oil Company to have easy access to its leases located in the vicinity of the above described property.

It is agreed that the consideration above named shall be deemed and considered as fully payment for all prior use of said roadway by Sinclair Prairie Oil Company, its agents, servants and employees, and the future use for the term above named.

It is further agreed that this easement, receipt and release shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor have caused these presents to be executed this 20 day of April, 1948.

Leonard McDaniel  
I. L. McDaniel

STATE OF OKLAHOMA, COUNTY OF GARVIN, ss:

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 20 day of April, 1948, personally appeared Leonard McDaniel and I. L. McDaniel, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

(SEAL)

Victor A. Iobe, Notary Public

My commission expires May 9, 1948

#10

Instrument: Right of Way  
Filed: October 6, 1955 at 8 A. M.  
Recorded: Book 451 at Page 349

FOR AND IN CONSIDERATION OF THE SUM OF (\$ 10.00)  
Ten & No/100

DOLLARS

to the grantors paid, the receipt of which is hereby acknowledged,  
Leonard McDaniel

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

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

W $\frac{1}{2}$  SE $\frac{1}{4}$  Sec. 7 4N-3W

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

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

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

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

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

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

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

It is agreed that any payment hereunder may be made direct to said Grantors or any of them, or by depositing such payment to the credit of such Grantors or any one of them in the -----  
----- Bank at -----  
and payment so made shall be deemed and considered as payment to each of said Grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, witness hand this the 20th day of Sept., 1955.

Leonard McDaniel

Acknowledged in regular form

Instrument:  
Filed:  
Recorded:

Right of Way  
May 5, 1958 at 8 A.M.  
Book 524 at Page 262

#19

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the persons named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line or pipe lines, and appurtenances thereto, including pits to dispose of waste products, for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in Garvin County, State of Oklahoma, to-wit:

8.21 Acres South of R. R. in  $SE\frac{1}{4}$   $SW\frac{1}{4}$  and  
3.60 Acres South of R. R. in  $SW\frac{1}{4}$   $SE\frac{1}{4}$  of  
Section 7, Township 4N, Range 3W,

together with the right of ingress and egress to and from said line or lines for the purposes aforesaid.

The Grantees, and the proportions in which they shall own the rights granted hereby, are as follows:

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

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over said pipe line or lines. Any pipe line or lines constructed by Grantees across lands under cultivation shall be buried below plow depth. Grantee agrees to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 17th day of April, 1958.

V.H. Cherry  
Clara B. Cherry

STATE OF OKLAHOMA    )  
COUNTY OF GARVIN    ) SS:

Before me, a Notary Public, in and for said county and State, on this 17th day of April, 1958 personally appeared V. H. Cherry and Clara B. Cherry, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

H. D. Sample, Notary Public

My Commission Expires: June 1, 1960.

Instrument:  
Filed:  
Recorded:

Right of Way  
November 21, 1947 at 8 A.M.  
Book 279 at Page 502

#20

For and in consideration of the sum of Ten and more Dollars (\$10.00) to us in ahdn paid, receipt of which is hereby acknowledged V. H. Cherry and Clara Bell Cherry, husband and wife, Lindsay, Oklahoma, do hereby grant, convey and warrant to Empire Pipeline Company, its successors and assigns a Right-Of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances, over, and through the following real estate, in Garvin County, State of Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 18, Township 4 North, Range 3 West

And also from time to time additional such pipe lines, telephone, telegraph and electrical lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon. GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages, to growing crops, fences or improvements occasional in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the grantor, one by the grantee, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. Grantee shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not here in expressed.

The grantors represent that the above described land is rented for the period beginning Jan. 1, 1947, to Dec. 31, 1947, on crop Basis.

V. H. Cherry  
Clara Bell Cherry

STATE OF OKLAHOMA, COUNTY OF GARVIN, SS:

Before me, a Notary Public in and for said County and State, on this 1st day of October, 1947, personally appeared V. H. Cherry and Clara Bell Cherry, husband and wife, to me personally known to be the identical and same persons who executed the within and foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) Expires: 9/5/49. E. V. George, Notary Public



#21

Instrument: Right of Way  
Filed: March 28, 1951 at 8 A.M.  
Recorded: Book 344 at Page 394

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Fourteen & No/100 DOLLARS to the grantors paid, the receipt of which is hereby acknowledged, V. H. Cherry and Clara Belle Cherry, his wife herein called Grantors, hereby grant unto SINCLAIR PIPE LINE COMPANY, A Delaware corporation, hereafter called Grantee, its successors and assigns, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, and further the right to construct, maintain operate, repair and remove a communication system and equipment and apparatus therefor, if Grantee desires to do so, to be used in connection with any pipe line hereafter constructed by said Grantee on, over and through the following described land of which grantors warrant they are the owners in fee structured by said Grantee on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Garvin County, State of Oklahoma to-wit:

NW $\frac{1}{4}$  NE $\frac{1}{4}$  and N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 18-T4N-R3W

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

The said grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said grantee. Grantors agree not to build, create or construct, any obstruction, engineering works, or other structure over said pipe line or lines, nor permit same to be done by others.

In addition to the above consideration, grantee agrees to pay any damages which may arise to crops, building, drain tile, fences and timber, by reason of grantee's operations.

Any pipe line or lines constructed by grantee across lands under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee it may be placed above the channel of any stream, ravine, ditch or other watercourse.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee the right at any time or times to construct and operate an additional pipe line or pipe lines alongside of said first pipe line on, over and through said land, and Grantee agrees to pay Grantors for each additional pipe line so placed the sum of One Hundred Fourteen & no/100 Dollars, on or before the time Grantee

commences to construct such pipe line on the land hereinabove described. Said additional line or lines to be subject to the same rights, privileges and conditions as the original line.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said grantee.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the American Exchange Bank of Lindsay, Oklahoma, 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.

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

IN WITNESS WHEREOF, We have hereto set our hands and our seals this 5th day of March, 1951.

REVENUE:\$.55

V. H. Cherry  
Clara Belle Cherry

STATE OF OKLAHOMA )  
COUNTY OF GARVIN ) ss:

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 5th day of March, 1951, personally appeared V. H. Cherry and Clara Belle Cherry, his 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 therein set forth.

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

(SEAL)

(Illegible), Notary Public

My commission expires: 1/24/54.

Instrument: Right Of Way  
Filed: January 6, 1953 at 1 P.M.  
Recorded: Book 382 at Page 258

# 28

FOR AND IN CONSIDERATION OF THE SUM OF (\$) Ten and No/100 DOLLARS to the grantors paid, the receipt of which is hereby acknowledged, V. H. Cherry herein called Grantors, hereby grant unto the following named Grantees, the right to lay, maintain, inspect, operate, repair, replace and remove MAIN LINE GAS, for the transportation of crude petroleum, oil, gas, the products or by-products of each thereof and also water, and further the right to erect, install, maintain, inspect, operate, repair and remove telegraph and telephone lines and equipment and apparatus therefor, if grantees desire to do so, to be used in connection with any pipe line owned by said Grantees, on, over and through the following-described land, of which Grantors warrant they are the owners in fee simple, situated in Garvin County, State of Oklahoma to-wit:

SW $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 18, T4N, R-3-W

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

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

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

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

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

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

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

It is agreed that any payment hereunder may be made direct to said Grantors or any of them, or by depositing such payment to the credit of such Grantors or any one of them in the - - - Bank at - - - and payment so made shall be deemed and considered as payment to each of said Grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, witness my hand this the 11th day of September, 1952.

V. H. Cherry

State Of Oklahoma }  
County of Tulsa } SS:

Before me, a Notary Public, in and for said county and State, on this 11th day of September, 1952, personally appeared V. H. Cherry, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Ann Irby, Notary Public

My Commission Expires: Mar. 25, 1954.

Instrument:  
Filed:  
Recorded:

Right Of Way Grant  
March 5, 1953 at 8 A.M.  
Book 385 at Page 547

#23

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter called "Grantor", whether one or more, for and in the consideration of One Hundred Twelve & no/100 (\$12.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto INTERSTATE OIL PIPE LINE COMPANY, a Delaware corporation, hereinafter called "Grantee", its successors and assigns, a right of way and easement for the purpose of laying, maintaining, operating, patrolling (including aerial patrol), altering, repairing, renewing and removing in whole or in part a pipe line for the transportation of crude petroleum, its products and derivatives, whether liquid or gaseous, and/or mixtures thereof, together with the necessary fixtures, equipment and appurtenances, over, through, upon, under and across the following described land situated in Garvin County, State of Oklahoma, to-wit:

East Half ( $\frac{1}{2}$ ) of Northwest Quarter ( $NW\frac{1}{4}$ ) and  
Northwest Quarter ( $NW\frac{1}{4}$ ) of Northeast Quarter ( $NE\frac{1}{4}$ )  
Section 18, Township 4 North, Range 3 West

together with the right to clear the right of way and remove or trim trees and brush and remove other obstructions for a sufficient distance along both sides of said pipe line so as to prevent damage or interference with its efficient operations and patrol and together with the right of ingress and egress to and from said right of way through and over said above described land for any and all purposes necessary to the exercise by Grantee of the rights herein granted.

Grantor covenants with Grantee that he is the lawful owner of the aforesaid lands, that he has the right and authority to make this grant, and that he will forever warrant and defend the title thereto against all claims whatsoever. Said warranty, however, shall be limited to a return of the consideration paid for this grant, including damages.

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

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

The Grantee, by the acceptance hereof, agrees to bury said pipe lines through cultivated land so that they will not interfere with the ordinary cultivation thereof and also to pay any damage to crops, fences and timber which may arise from laying, maintaining and operating said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, its successors and assigns, and the third by the two persons aforesaid; and the award of such three arbitrators or any two of them, in writing, shall be final and conclusive. The 41

Page 2 - Right of Way Grant

cost of such arbitration shall be borne equally by Grantor and Grantee.

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

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

EXECUTED THIS 21st day of January, 1953.

V. H. Cherry  
Clara B. Cherry

STATE OF OKLAHOMA )  
COUNTY OF GARVIN )SS:

On this 21st day of January, 1953, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared V. H. Cherry and Clara B. Cherry, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL)

M. L. Parris, Notary Public

My commission expires July 8, 1955.

#24

Instrument: Right of Way  
Filed: September 17, 1954 at 1 P. M.  
Recorded: Book 419 at Page 446

FOR AND IN CONSIDERATION OF THE SUM OF (\$ 10.00)

Ten & no/100

DOLLARS

to the grantors paid, the receipt of which is hereby acknowledged,  
V. H. Cherry

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

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

NW NE Sec. 18 4N-3W

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness hand this the 3 day of Sept., 1954.

V. H. Cherry

Acknowledged in regular form



ORIGINAL

#25

BOOK 1425 PAGE 503

ESTIMATE NO. 4517-7788  
325-7075.05-318

05455

FORM EXP TUO - 18

Draft No. 90042672

.12" Jumper Line

RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, hereinafter called Grantor (whether one or more), does hereby grant in the indicated proportions unto the parties named below, their successors and assigns, hereinafter called Grantees, the right to construct, maintain, inspect, operate, repair, replace, change the size of and remove a pipe line, and appurtenances thereto, for the transportation of oil and gas and the products and by-products of each thereof and water and any other substance on, over, and through the following described lands, of which Grantor warrants he is the owner, situated in

Garvin

County, State of Oklahoma, to wit:

A Portion of:

The Northeast of the Northeast of the Northwest Quarter (NE NE NW) and the Southwest of the Northwest of the Northwest of the Northeast Quarter (SW NW NW NE).

Line to be buried at a minimum of four (4) feet in depth.

of Section 18 Township 4N Range 3N, together with the right of ingress and egress to and from said line for the purpose of aforesaid.

The Grantees, and the proportions in which they shall own rights granted hereby, are as follows:

- Chevron U.S. A. Inc. - an undivided twenty-one percent (21%)
- Kerr-McGee Corporation - an undivided five percent (5%)
- ONEOK Products Company - an undivided twenty-six percent (26%)
- Trident NGL, Inc. - an undivided twenty-three percent (23%)
- Texaco Exploration and Production Inc. - an undivided twenty-five percent (25%)

Grantor shall have the right fully to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to construct any building or other structure over or within twenty (20) feet of said pipe line. Any pipe line constructed by Grantees across lands under cultivation shall be buried below plow depth. Grantees agree to pay Grantor for any damage to growing crops, timber, pasturage, fences, or buildings of said Grantor resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Grantor, one by the Grantees, and the third by the two so appointed, and the written award of such three persons shall be conclusive and binding upon Grantor and Grantees.

The rights herein granted may be assigned in whole or in part. This contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 12 day of July, 19 95

*Joe T. Gay*  
Joe T. Gay

SSN 441-28-8318

SSN

SSN

ACKNOWLEDGEMENT - INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF MCLELLAN Book 1425 Page 504

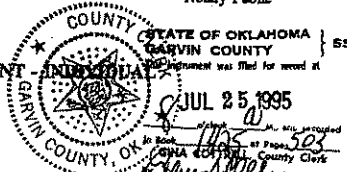
Before me, a Notary Public, in and for the said county and State, on this 12 of July, 1995, personally appeared JOE T. GAY, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.



My Commission Expires: 12/29/96

[Signature]  
Notary Public



ACKNOWLEDGEMENT - INDIVIDUAL

STATE OF }  
COUNTY OF } SS

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

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My Commission expires: \_\_\_\_\_

Series	Line No.	From	To	Line	Length	Rods	SEC	TWP.	RANGE	
	<p><b>RIGHT OF WAY</b></p>									

ACKNOWLEDGEMENT - HUSBAND AND WIFE

STATE OF }  
COUNTY OF } SS

Before me, a Notary Public, in and for the said county and State, on this \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_ husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each, for themselves acknowledged to me that they executed the same as their free 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



STATE OF OKLAHOMA  
GARVIN COUNTY } SS  
This instrument was filed for record at

OCT 14 2002

BOOK 1642 PAGE 665

#20

6943

# HIGHWAY EASEMENT RECORD COPY

in Book 1642 Page 665, and recorded  
By CJP, County Clerk, Deputy

KNOW ALL MEN BY THESE PRESENTS:  
That Joe T. Gay and/or Betty Jean Gay, Trustees of the Joe T. Gay Trust, dated January 15, 1998 and the Betty Jean Gay Trust, dated January 15, 1998

of Oklahoma County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Five hundred and no/100\*\*\*\*\* DOLLARS (\$ 500.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, and convey to the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement, to-wit:

A strip, piece or parcel of land lying in part of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) Quarter of Section 18, T4N, R3W, I.M. in Garvin County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 18; thence Easterly along the North line of said Northeast Quarter (NE/4) a distance of 667.25 feet to the point of beginning, said point being on said North line; thence Westerly along the said North line a distance of 63.14 feet; thence Southeasterly along a line being parallel to and 10.00 feet Southerly of said South right-of-way line a distance of 701.52 feet to a point on the East line said Northwest Quarter (NW/4) of the Northeast Quarter (NE/4); thence Northerly along said East line a distance of 10.14 feet; thence Northwesterly along said South right-of-way line a distance of 637.51 feet to the point of beginning.

Containing 0.13 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

For the same consideration hereinbefore recited, said Grantors grant and convey to the State of Oklahoma, the right to use and remove any and all dirt, rock, gravel, sand and other road building materials from the realty described, but, 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 purpose herein granted;

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

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners 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 Joe T. Gay and Betty Jean Gay Trustees 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 26 day of June, 2002

Joe T. Gay  
Joe T. Gay, Trustee of the Joe T. Gay Trust, dated January 15, 1998

Joe T. Gay  
Joe T. Gay, Trustee of the Betty Jean Gay Trust, dated January 15, 1998

Betty Jean Gay  
Betty Jean Gay, Trustee of the Joe T. Gay Trust, dated January 15, 1998

Betty Jean Gay  
Betty Jean Gay, Trustee of the Betty Jean Gay Trust, dated January 15, 1998

Revised 1-01

#27  
#31

STATE OF OKLAHOMA } 25  
GARVIN COUNTY }  
This instrument was filed for record at

BOOK 1536 PAGE 570

02460  
WARRANTY DEED

MAR 9 0 1999

Attest  
In Book 1536 at Page 570  
GINA COTTRELL, County Clerk  
By JOHN N. MAW, Deputy

KNOW ALL MEN BY THESE PRESENTS:

That Joe T. Gay and Betty Jean Gay, husband and wife ("Grantors"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Grasslands Feeds, Inc., an Oklahoma corporation (having a notice address of Lindsay, Oklahoma) (the "Grantee"), that certain tract of real property situated in Garvin County, Oklahoma, described as follows, to-wit:

STATE OF OKLAHOMA  
Garvin County  
Documentary Stamps \$ 142.50

A tract of land located in part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) and in part of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4) of Section Seven (7), and in part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and part of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Eighteen (18) all in Township Four (4) North, Range Three (3) West of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follows: Beginning at a point 50.35 feet east of the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18 and in the North line of said NE/4; thence S01°16'21"W 124.85 feet; thence East 82.73 feet; thence S00°14'03"W 110.38 feet; thence S87°58'25"W 46.00 feet; thence S04°27'05"E 55.00 feet; thence S87°58'25"W 66.27 feet; thence S04°27'05"E 90.11 feet; thence along a curve to the right (having a radius of 85.43 feet, a chord bearing of N81°25'36"W, a chord distance of 159.14 feet) an arc distance of 204.75 feet; thence N20°20'51"W 68.30 feet; thence N04°18'38"E 150.39 feet; thence N87°30'05"W 60.93 feet; thence N63°36'23"W 176.48 feet; thence N03°26'24"E 225.21 feet to the South right of way (R/W) line of State Highway #19; thence S80°55'34"E along said R/W line 403.90 feet; thence S01°16'21"W 96.12 feet to the point of beginning, containing 3.8 acres, more or less

together will all the improvements thereon and appurtenances thereunto belonging and warrant title to the same, LESS AND EXCEPT any interest in and to oil, gas and other minerals therein and thereunder, and all rights, interest and estates of whatsoever nature incident thereto or arising therefrom, and subject to those matters set forth herein.

Sellers reserve to themselves, their children, their successors and assigns as owners of the land contiguous to the above-described conveyed premises, permanent easement and right-of-way for the purpose of ingress and egress to adjoining real estate traversing the property with agriculture equipment, trucks, etc... Such easement and right-of-way shall be generally over and follow the existing driveway, roadway or track deemed to be 20 feet in width across the conveyed land connecting to the adjacent public roadway adjoining the property. Such ingress and egress shall be limited to such easement and to existing public roads, if any, on the premises. All activities of the holders of this easement shall be limited to such ingress and egress. The

14250 doc.

1000

owner of the property here conveyed or the owner of the adjoining land shall have the right to fence the whole or any part of their property provided gates are installed where such fence crosses the easement and the owner of the covered property provides the owner of the adjoining property with locks and keys to secure said gates and owner retains keys for its own use. The owner of the conveyed property shall have the right to use and enjoy the property subject to the easement except where such use would interfere with the rights herein reserved.

TO HAVE AND TO HOLD said described premises unto the Grantee, Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims charges, taxes, judgments, mortgages and other liens and encumbrances whatsoever, except for and subject to those matters set forth herein.

EXECUTED and delivered this 29th day of March, 1999.

Joe T. Gay  
Joe T. Gay

Betty Jean Gay  
Betty Jean Gay

STATE OF OKLAHOMA        )  
  ) ss:  
COUNTY OF GARVIN        )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of March, 1999, personally appeared Joe T. Gay and Betty Jean Gay, husband and wife, to me known to be the identical people who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Diane Webb  
Notary Public

My Commission Expires:  
10-20-2001

# 87

AMENDED EASEMENT

WHEREAS, in a Warranty Deed dated March 29, 1999, and recorded in Book 1536 at Page 570 of the Office of the County Clerk of Garvin County, Oklahoma, and in a Corrected Warranty Deed dated June 9, 2004 and recorded in Book 1702 at Page 171 of the Office of the County Clerk of Garvin County, Oklahoma, wherein Joe T. Gay and Betty Jean Gay, husband and wife, individually and as Trustees of the JOE T. GAY TRUST dated 1-15-98 and the BETTY JEAN GAY TRUST dated 1-15-98 were the Grantors and GRASSLAND FEEDS, INC., an Oklahoma corporation, was the Grantee, the Grantors reserved a Roadway Easement over, through and across the real property and premises described on the attached "EXHIBIT A," and whereas, the undersigned desire to amend the provisions of said Roadway Easement.

WITNESSETH, that in consideration of the sum of Ten and More Dollars (\$10.00) and other good and valuable consideration, paid by GRASSLAND FEEDS, INC., an Oklahoma corporation, to Joe T. Gay and Betty Jean Gay, husband and wife, individually and as Trustees of the JOE T. GAY TRUST dated 1-15-98 and the BETTY JEAN GAY TRUST dated 1-15-98, the receipt of which is hereby acknowledged, the undersigned do hereby by these presents amend the hereinabove referenced Roadway Easement in its entirety, to read as follows, to wit:

Joe T. Gay and Betty Jean Gay, husband and wife, individually and as Trustees of the JOE T. GAY TRUST dated 1-15-98 and the BETTY JEAN GAY TRUST dated 1-15-98, their children, successors and assigns as owners of the real property and premises contiguous to the real property and premises described on the attached "EXHIBIT A", shall have and retain a permanent roadway easement and right-of-way for the purpose of ingress and egress to adjoining real property for the purpose of traversing the real property and premises with agricultural equipment, trucks, etc... Said roadway easement shall conform to the current, or future, location of the lease road which services the Ward Petroleum Corporation V.H. CHERRY oil well lease location and shall be 20 feet in width. All utilization of said lease road and roadway easement shall be subject to and in accordance with, the rules



1-2005-008106 Book 1748 Pg: 900  
09/29/2005 8:30 am Pg 0900-0903  
Fee \$ 19.00 Doc: \$ 0.00  
Gene Mann - Garvin County Clerk  
State of Oklahoma

19

and requirements promulgated by Ward Petroleum Corporation, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 19th day of September, 2005.

Joe T. Gay  
Joe T. Gay, Individually

Joe T. Gay  
Joe T. Gay, as Trustee of the JOE T. GAY TRUST Dtd. 1-15-98 and as Trustee of the BETTY JEAN GAY TRUST Dtd. 1-15-98

Betty Jean Gay  
Betty Jean Gay, Individually

Betty Jean Gay  
Betty Jean Gay, as Trustee of the BETTY JEAN GAY, TRUST Dtd. 1-15-98, and as Trustee of the JOE T. GAY TRUST Dtd. 1-15-98

GRASSLAND SEEDS, INC.  
by Robert Harrison  
Robert Harrison, President

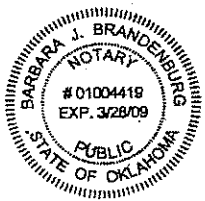
STATE OF OKLAHOMA )  
                                  ) ss.  
COUNTY OF OKLAHOMA )

Before me, a Notary Public in and for said County and State, on this 21st day of September, 2005, personally appeared Joe T. Gay and Betty Jean Gay, husband and wife, individually and as Trustees of the JOE T. GAY TRUST dated 1-15-98 and the BETTY JEAN GAY TRUST dated 1-15-98, 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 and as the free and voluntary act and deed of said trusts, for the uses and purposes therein set forth.

Barbara J. Brandenburg  
Notary Public

My Commission Expires:  
3/28/09

My Commission Number:  
01004419



1-2005-008106 Book 1748 Pg: 901  
09/29/2005 8:30 am Pg 0900-0903  
Fee: \$ 19 00 Doc \$ 0 00  
Gina Mern - Garvin County Clerk  
State of Oklahoma

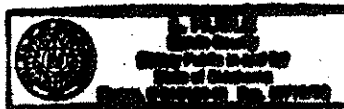
STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF GARVIN )

The forgoing instrument was acknowledged before me on this 19<sup>th</sup> day of September, 2005, by Robert Harrison as President of GRASSLAND FEEDS, INC., an Oklahoma corporation, on behalf of the Corporation.

L. Ruble  
Notary Public

My Commission Expires:  
July 19, 2009

My Commission Number:  
01012049



1-2005-008106 Book 1748 Pg: 902  
09/29/2005 8:30 am Pg 0900-0903  
Fee \$ 19.00 Doc \$ 0.00  
Gina Mann - Garvin County Clerk  
State of Oklahoma



EXHIBIT A

A tract of land located in part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) and in part of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4) of Section Seven (7), and in part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and part of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Eighteen (18) all in Township Four (4) North, Range Three (3) West of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follows: Beginning at a point 50.35 feet east of the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18 and in the North line of said NE/4; thence S01°16'21"W 124.85 feet; thence East 82.73 feet; thence S00°14'03"W 110.38 feet; thence S87°58'25"W 46.00 feet; thence S04°27'05"E 55.00 feet; thence S87°58'25"W 66.27 feet; thence S04°27'05"E 90.11 feet; thence along a curve to the right (having a radius of 85.43 feet, a chord bearing of N81°25'36"W, a chord distance of 159.14 feet) an arc distance of 204.75 feet; thence N20°20'51"W 68.30 feet; thence N04°18'38"E 150.39 feet; thence N87°30'05"W 60.93 feet; thence N63°36'23"W 176.48 feet; thence N03°26'24"E 225.21 feet to the South right of way (R/W) line of State Highway #19; thence S80°55'34"E along said R/W line 403.90 feet; thence S01°16'21"W 96.12 feet to the point of beginning, containing 3.8 acres, more or less

I-2005-008106 Book 1748 Pg: 903  
09/28/2005 8:30 am Pg 0900-0903  
Fee: \$ 19.00 Doc: \$ 0.00  
Gina Mann - Garvin County Clerk  
State of Oklahoma

#28

ONEOK Field Services Company, L.L.C., P.O. Box 871 Tulsa, Ok 74102-0871  
**RIGHT-OF-WAY AGREEMENT**

AFE: 061.111.4299.010356  
Rimrock: Thoroughbred 1-18-07



STATE OF { Oklahoma }  
COUNTY OF { Garvin }

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK FIELD SERVICES COMPANY, L.L.C. its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate remove and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of Garvin State of Oklahoma to wit:

A permanent easement thirty (30') feet in width and a temporary construction easement of an additional Twenty (20') in width across the E/2 NW/4 Sec. 18, T4N-R3W. This easement herein granted is for one pipeline only and is to be buried at least forty-eight inches below ground. This easement includes an above ground valve with pipe guard.

During construction, GRANTEE shall have the right to use an additional work space of up to one hundred feet by one hundred fifty feet (100' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

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 but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

{00058866 - 1 }

1-2017-009209 Book 2197 Pg. 805  
11/02/2017 8:00 am Pg 0805-0807  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma

17

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. 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. 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 Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to the right-of-way surface, including damages for growing-crops, which may be occasioned upon said Easement by the Permitted Uses.

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 therefor, 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.

It is agreed that this grant covers all the 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.

9<sup>th</sup> IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this day of July, 2017.

**LAND OWNER'S SIGNATURE**

**Betty Jean Gay Trust**

  
Betty Jean Gay-Trustee

{00058866-1}

1-2017-009209 Book 2197 Pg: 806  
11/02/2017 8:00 am Pg 0805-0807  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma

ACKNOWLEDGEMENTS

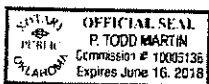
State of Oklahoma  
County of Garvin (individual)

This instrument was acknowledged before me this 9<sup>th</sup> day of June, 2017 by Betty Jean Gay, Trustee of the Betty Jean Gay Trust, dated January 15, 1998.

My commission number 10005136  
expires: June 16, 2018

P. Todd Martin

Notary Public



{00058866-1}

1-2017-009209 Book 2197 Pg. 807  
11/02/2017 8:00 am Pg 0805-0807  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fuhs - Garvin County Clerk  
State of Oklahoma

# 29

ONEOK Field Services Company, L.L.C., P.O. Box 871 Tulsa, Ok 74102-0871  
**RIGHT-OF-WAY AGREEMENT**

AFE: 061.111.4299.010356  
Rimrock: Thoroughbred 1-18-07

STATE OF { Oklahoma }  
COUNTY OF { Garvin }

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK FIELD SERVICES COMPANY, L.L.C. its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate remove and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of Garvin State of Oklahoma to wit:

A permanent easement thirty (30') feet in width and a temporary construction easement of an additional Twenty (20') in width across the E/2 NW/4 Sec. 18, T4N-R3W. This easement herein granted is for one pipeline only and is to be buried at least forty-eight inches below ground. This easement includes an above ground valve with pipe guard.

During construction, GRANTEE shall have the right to use an additional work space of up to one hundred feet by one hundred fifty feet (100' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

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 but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

(00038866 - 1 )

1-2017-008210 Book 2197 Pg: 808  
11/02/2017 8:00 am Pg 0808-0810  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma



17

11

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. 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. 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 Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.

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 therefor, 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.

It is agreed that this grant covers all the 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.

*grh* IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this day of June, 2017.

LAND OWNER'S SIGNATURE

Joe T. Gay Trust

*Betty Jean Gay*  
Betty Jean Gay-Trustee

(00058866-1)

1-2017-009210 Book 2197 Pg. 809  
11/02/2017 8:00 am Pg 0806-0810  
Fee: \$ 17.00 Doc: \$ 0.00  
Lori Fuks - Garvin County Clerk  
State of Oklahoma

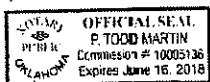
ACKNOWLEDGEMENTS

State of OKLAHOMA  
County of GARVIN (individual)

This instrument was acknowledged before me this 9<sup>th</sup> day of JUNE, 2017 by Betty Jean Gay, Trustee of the Joe T. Gay Trust, dated January 15, 1998.

My commission number 10005136  
expires: JUNE 16, 2018

P. Todd Martin  
Notary Public



{00058866 - 1 }

I-2017-009210 Book 2187 Pg: 810  
11/02/2017 8:00 am Pg 0808-0810  
Fee \$ 17.00 Doc \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma

After recordation, return to:  
WOODFORD EXPRESS LLC  
5550 N. Francis Avenue  
Oklahoma City, OK 73118  
Attn: N. Janine Wheeler

Line: Dorado  
Parcel ID: 18-04N-03W-0-002

#30

**RIGHT OF WAY AGREEMENT**

**Grantor:** BETTY JEAN GAY, Sole Trustee of THE BETTY JEAN GAY TRUST dated January 15, 1998-an undivided one-half (1/2) interest; and THE JOE T. GAY TRUST dated January 15, 1988-an undivided one-half (1/2) interest  
14901 N. Pennsylvania #118  
Oklahoma City, OK 73134

**Grantee:** WOODFORD EXPRESS LLC, a Delaware limited liability company  
5550 North Francis Avenue  
Oklahoma City, OK 73118

The undersigned, ("Grantor," whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to it by WOODFORD EXPRESS LLC, a Delaware limited liability company ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee, a permanent and exclusive fifty foot (50') wide right-of-way easement (the "Right of Way") to locate, establish, construct, lay, install, operate, maintain, repair, alter, replace, in whole or in part, at one time or at separate times, relocate within the Right of Way, change the size of and remove or abandon in place no more than one (1) pipeline, together with related equipment and facilities, valves, fittings, drips, pig traps, meters, pumps, fittings, connections, risers, measurement equipment, corrosion control devices, wires, cables, electronic telemetry equipment, communications equipment, pipeline operating control devices, and such other above-ground equipment and facilities as are used or useful in the transportation of natural gas, oil, gas petroleum products, fluids containing hydrocarbons, condensates and distillates, gases (including inert gases) or natural gas liquids and products derived there from, or other substances which can be transported through pipelines across, under, over and upon the lands of the Grantor situated in Garvin County, Oklahoma ("Grantor Land"), which Grantor Land is more particularly described below.

**GRANTOR LAND LEGAL DESCRIPTION**

The East Half of the Northwest Quarter (E/2 NW/4) and the North Half of the Southwest Quarter of the Northeast Quarter (N/2 SW/4 NE/4) and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) of Section Eighteen (18), all in Township Four (4) North, Range Three (3) West, Garvin County, Oklahoma; LESS AND EXCEPT

A tract of land located in part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) and in part of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4) of Section Seven (7) and in part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) and part of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4 NW/4 NE/4) of Section Eighteen (18) all in Township Four (4) North, Range Three (3) West of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follows: Beginning at a point 50.35 feet East of the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18 and in the North line of said NE/4; thence S01°16'21"W 124.85 feet; thence East 82.73 feet; thence S00°14'03"W 110.38 feet; thence S87°58'25"W 48.00 feet; thence S04°27'05"E 55.00 feet; thence S87°58'25"W 66.27 feet; thence S04°27'05"E 90.11 feet; thence along a curve to the right (having a radius of 85.43 feet, a chord bearing of N81°25'36"W a chord distance of 159.14 feet) an arc distance of 204.75 feet; thence N20°20'51"W 68.30 feet; thence N04°18'38"E 150.39 feet; thence N87°30'05"W 60.93 feet; thence N63°38'23"W 176.48 feet; thence N03°26'24"E 225.21 feet to the South right of way (R/W) line of State Highway #19; thence S80°55'34"E along said R/W line 403.90 feet; thence S01°16'21"W 96.12 feet to the point of beginning, containing 3.8 acres, more or less.

It is further agreed as follows:

- Easement Size.** The Right of Way shall consist of a fifty foot (50') wide free and unobstructed permanent easement and right of way and a twenty-five foot (25') wide temporary easement work area located adjacent to and parallel to the permanent easement.
- Location.** The location of the Right of Way on Grantor Land is generally depicted on Exhibit "A." Any change in the location of the Right of Way 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, cultural or historical sites, or threatened

1-2017-005156 Book 2180 Pg: 653  
08/19/2017 8:00 am Pg 0653-0658  
Fee: \$ 19.00 Doc: \$ 0.00  
Lon Fults - Garvin County Clerk  
State of Oklahoma



19

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or endangered species. Grantee or its successors or assigns may record this Right of Way before or after construction of the initial pipeline with an amended Exhibit "A" describing and depicting the surveyed location of the Right of Way.

3. **Pipe Depth.** Grantee shall: (a) bury all pipelines to a depth of thirty-six inches (36") below the surface or a sufficient depth so as not to interfere with the cultivation of the soil, and (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work. If consolidated rock is encountered during the burial of the pipeline, the pipeline shall be buried at a minimum depth of twenty-four inches (24"). Grantor agrees to not disturb, alter, or interfere with the depth of cover over the pipelines.
4. **Fencing & Gating.** Grantee shall install an H-frame brace prior to cutting any fence. Grantee shall have the right, at its option, to install gates in fences crossing the Right of Way.
5. **Additional Workspace.** Grantee shall also be entitled to use Grantor's adjacent additional lands ("Additional Workspace") as reasonably necessary at road, existing pipeline, creek or other waterway, and railroad crossings for construction purposes as may be deemed necessary or reasonably appropriate by Grantee. Grantee agrees to occupy the Additional Workspace only during the construction and testing of its pipelines.
6. **Grantee Property.** All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee, and Grantee shall have the right to remove any or all of its property from the Right of Way.
7. **Grantor's Use.** Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir, or structure shall be constructed upon the Right of Way or easements herein granted. Grantor shall not construct (or permit the construction of) any roads or driveways across the Right of Way without obtaining Grantee's prior written consent which shall not be unreasonably withheld.
8. **Access.** Grantee reserves the right of ingress to and egress over and across the Grantor Land from the Right of Way and the right to use all roads over and across the Grantor Land including any gates located on such roads.
9. **Maintenance.** Grantee shall have the right to clear and keep cleared from within the Right of Way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so, and, after said pipeline has been installed, Grantee shall not be liable for damages caused on the Right of Way by keeping the Right of Way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder; however, Grantee shall be liable for any identifiable damages to crops and pasture grasses incurred during Grantee's exercise of its continued rights under this easement.
10. **Counterparts.** This instrument may be executed in counterparts, but which together shall constitute one and the same instrument.
11. **Consideration.** It is understood and agreed that the initial consideration recited above and receipt of which has been acknowledged by Grantor, is also full, complete and final payment for and includes usual and necessary construction damages that may be sustained by original construction of the pipeline within the Right of Way area, including without limitation, reseeding, cutting trees, crop damages, and damages to surface, fences or any other property owned by Grantor.
12. **Assignment.** Grantee shall have the right to assign any of its rights under this Agreement in whole or in part. The terms and conditions of this Agreement 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. This Agreement and the rights granted herein shall be a covenant against the Grantor Land and shall bind and run with the land.
13. **Representations.** Grantee makes no representations, warranties, covenants, or agreements either written or oral except those expressed herein, and no contractor, representative, or agent is authorized to make any such agreements or modifications to the terms of this Agreement. It is understood and agreed that the Right of Way covered by this Agreement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for so long thereafter as any one or more of said rights or privileges are used or useful or any pipelines, structure or facility installed hereunder is used or remains thereon. However, Grantee shall have the right to abandon and terminate this Right of Way Agreement as to any or all pipelines, structures or facilities, by filing a release of same in the county records. Grantor hereby binds itself, its successors and assigns, to warrant and defend the easements granted in this Agreement unto Grantee, its successors and assigns, against every person whomsoever claiming the same or any part of it.

IN TESTIMONY WHEREOF, Grantor has executed this Agreement on this 17 day of May, 2017.

**GRANTOR:**

THE BETTY JEAN GAY TRUST dated January 15, 1998  
THE JOE T. GAY TRUST dated January 15, 1998

By: Betty Jean Gay  
BETTY JEAN GAY, SOLE TRUSTEE

**ACKNOWLEDGMENT(S)**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF Oklahoma       §

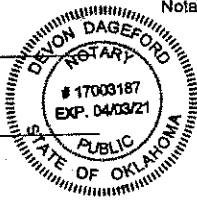
This instrument was acknowledged before me by BETTY JEAN GAY, Sole Trustee of THE BETTY JEAN GAY TRUST dated January 15, 1998, and THE JOE T. GAY TRUST dated January 15, 1998, on the 17 day of MAY, 2017.

[Signature]  
Notary Public

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

(SEAL)

My Commission Number: \_\_\_\_\_



1-2017-005158 Book 2180 Pg. 655  
08/19/2017 8:00 am Pg 0853-0858  
Fee: \$ 19.00 Doc: \$ 0.00  
Lori Fulks - Garvin County Clerk  
State of Oklahoma

