

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: 20211540)

**Auction Tracts 2 - 21
(McClain County, Oklahoma)**

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.: 20211540-1
 Issuing Office File No.: 20211540
 Property Address: LAND

SCHEDULE A

1. Commitment Date: August 26, 2021 at 07:30 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: \$0.00
 - b. ALTA Loan Policy (06/17/06)
 Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Tracts 2-4

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Joe T. Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 916 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 501.

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Betty Jean Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 908 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 518.

Tracts 5-8

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Joe T. Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 917 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 501.

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SCHEDULE A
(Continued)

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Betty Jean Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 909 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 518.

Tract 9-16

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Joe T. Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 915 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 501.

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Betty Jean Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 907 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 518.

Tracts 17-19

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Joe T. Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 914 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 501.

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Betty Jean Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 906 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 518.

Tracts 20-21

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Joe T. Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 912 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 501.

1/2 interest Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Betty Jean Gay Trust, dated January 15, 1998, by virtue of a Warranty Deed recorded April 30, 1998 in Book 1480 at Page 904 and a Memorandum of Trust recorded August 15, 2014 in Book 2185 at Page 518.

5. The Land is described as follows:

Tracts 2-4

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Fourteen (14), Township Five (5) North, Range Three (3) West, McClain County, Oklahoma.

Tracts 5-8

The Southeast Quarter (SE $\frac{1}{4}$) and the North Half of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Ten (10), Township Five (5) North, Range Three (3) West, McClain County, Oklahoma.

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SCHEDULE A
(Continued)

Tracts 9-16

The East Half of the Northwest Quarter of the Northwest Quarter ($E\frac{1}{2} NW\frac{1}{4} NW\frac{1}{4}$) and the East Half of the Southwest Quarter of the Northwest Quarter ($E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4} SW\frac{1}{4}$) and the South Half of the Northwest Quarter of the Southeast Quarter ($S\frac{1}{2} NW\frac{1}{4} SE\frac{1}{4}$) and the North Half of the Southwest Quarter of the Southeast Quarter ($N\frac{1}{2} SW\frac{1}{4} SE\frac{1}{4}$) and the West Half of the Northeast Quarter ($W\frac{1}{2} NE\frac{1}{4}$) and the North Half of the Northwest of the Southeast Quarter ($N\frac{1}{2} NW\frac{1}{4} SE\frac{1}{4}$) and the East Half of the Northwest Quarter ($E\frac{1}{2} NW\frac{1}{4}$) and the West Half of the Northwest Quarter of the Northwest Quarter ($W\frac{1}{2} NW\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-two (22), Township Five (5) North, Range Three (3) West, McClain County, Oklahoma; LESS AND EXCEPT a part of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-two (22), Township Five (5) North, Range Three (3) West of the Indian Meridian, McClain County, Oklahoma, more particularly described as follows: Beginning at the Northwest Corner of said Section 22, Township 5 North, Range 3 West of the Indian Meridian, McClain County, Oklahoma; thence N $89^{\circ}57'05''$ E along the North line of said Section 22 a distance of 170.00 feet; thence $S00^{\circ}02'00''$ E parallel to the West line of said Section 22 a distance of 640.00 feet; thence $S89^{\circ}57'05''$ W parallel to the North line of said Section 22 a distance of 170.00 feet; thence $N00^{\circ}02'00''$ W along the West line of said Section 22 a distance of 640.00 feet to the point of beginning.

Tracts 17-19

The Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4} NW\frac{1}{4}$) and the West Half of the Southeast Quarter of the Northwest Quarter ($W\frac{1}{2} SE\frac{1}{4} NW\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter of the Northwest Quarter ($NE\frac{1}{4} SE\frac{1}{4} NW\frac{1}{4}$) and the Southeast Quarter of the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4} SE\frac{1}{4} NW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-one (21), Township Five (5) North, Range Three (3) West, McClain County, Oklahoma, LESS AND EXCEPT a tract located in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter ($NW\frac{1}{4} SW\frac{1}{4} SW\frac{1}{4}$) and the Southwest Quarter of the Northwest Quarter of the Southwest Quarter ($SW\frac{1}{4} NW\frac{1}{4} SW\frac{1}{4}$) of Section Twenty-one (21), Township Five (5) North, Range Three (3) West, I.M., McClain County, Oklahoma, being more particularly described as follows: Commencing from the SW/Corner of said Section 21; thence North along the West line of said Section 21, a distance of 1155.38 feet to the point of beginning; thence $S80^{\circ}43'48''$ E along an existing fence line, a distance of 293.83 feet; thence $N00^{\circ}50'32''$ E, a distance of 244.27 feet; thence $N85^{\circ}55'01''$ W along an existing fence, a distance of 61.14 feet; thence $N75^{\circ}37'50''$ W, a distance of 86.20 feet; thence $S86^{\circ}40'32''$ W, a distance of 149.34 feet to the West line of said Section 21; thence South along the West line of said Section 21 a distance of 214 feet to the point of beginning.

Tracts 20-21

The Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4} NE\frac{1}{4}$) and the South Half of the Northeast Quarter of the Northeast Quarter ($S\frac{1}{2} NE\frac{1}{4} NE\frac{1}{4}$) and all that part of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty (20), described as follows: Beginning at the Northeast corner of said Southeast Quarter ($SE\frac{1}{4}$) of Section 20; thence running South along the East line thereof a distance of 660 feet; thence West parallel to the North line of said Quarter Section, a distance of 846 feet, more or less, and to the Center of Criner Creek Drainage Ditch; thence Northwesterly along the center of said drainage ditch, to a point in the North line of said Quarter Section, 966 feet West of the point or place of beginning; thence East along the North line of said Quarter

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SCHEDULE A
(Continued)

Section a distance of 966 feet, to the point or place of beginning; Also a part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 20 described as follows, to-wit: Beginning at the Southeast corner of said NE $\frac{1}{4}$; thence North along the East line thereof a distance of 1320 feet; thence West parallel to the South line of said Quarter Section, a distance of 1320 feet more or less, to the center of Criner Creek Drainage Ditch; thence Southeasterly along the Center of said Drainage Ditch to a point on the South line of said Quarter Section, 966 feet West of the point or place of beginning; thence East along the South of said Quarter Section a distance of 966 feet, more or less to the point of beginning, all in Township Five (5) North, Range Three (3) West, of the I.B.M., McClain County, Oklahoma.

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 unexpired 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 Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Joe T. Gay Trust, dated January 15, 1998 AND Tom A. Gay, Nancy Gay-Lyon, Don L. Gay and/or Wayne L. Gay with Betty Jean Gay as Trustees of the Betty Jean Gay 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 County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. (Tracts 5-8) File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Assignment, Conveyance and Bill of Sale recorded June 20, 2017 in Book 2387 at Page 733;
Decree of Divorce recorded December 13, 1993 in Book 1363 at Page 753;
Decree of Divorce recorded June 18, 1997 in Book 1454 at Page 302;
Quit Claim Deed recorded March 17, 1995 in Book 1393 at Page 758;
Quit Claim Deed recorded May 21, 1996 in Book 1420 at Page 825;
Electrical Utility Easement recorded March 16, 2015 in Book 2223 at Page 518;
Deed recorded June 23, 2016 in Book 2304 at Page 781.
13. (Tracts 9-16) File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Assignment and Sale recorded January 13, 1992 in Book 1319 at Page 414;
Assignment, Conveyance and Bill of Sale recorded June 20, 2017 in Book 2387 at Page 733;
Final Decree recorded November 14, 2014 in Book 2203 at Page 134;
Quit Claim Deed recorded January 24, 2020 in Book 2605 at Page 854;
Quit Claim Deed recorded January 24, 2020 in Book 2605 at Page 856.
14. (Tracts 9-16) At Page 28 of abstract 18494 (525/639) is a Lease for Oil Tanks. An Amendment of it appears at Page 31 (625/284). There is no term set out. Submit for examination either a valid recorded release or a valid recorded instrument that determines the status of the lease and a valid recorded Assignment to any successors in interest if this lease is still in effect.
15. (Tracts 17-19) File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Quit Claim Deed recorded December 1, 2008 in Book 1907 at Page 922;
Quit Claim Deed recorded January 16, 1990 in Book 1274 at Page 176.
16. (Tracts 20-21) File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Quit Claim Deed recorded December 1, 2008 in Book 1907 at Page 922.
17. (Tracts 17-19) The SE SE NW was allotted to Frances Billy Full Blood Choctaw Roll NO. 6282 as part of her homestead by the Homestead Patent filed in the Office of the County Clerk of McClain County, Oklahoma December 3, 1910 in HP1 at Page 494. Deeds from various persons claiming to be her heirs commence at Page 123 of the abstract, but no determination of her heirs was included in the materials examined. Submit for examination a valid Order from a Court of competent jurisdiction, with notice to the appropriate officer of the United States of America, determining the heirs of the Allottees.
18. (Tracts 17-19) The W/2 SW & W/2 SE SW was allotted to Wesley Gibson Full Blood Choctaw Roll NO. 11289 as part of his surplus allotment by the Allotment Patent filed in the Office of the County Clerk of

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McClain County Oklahoma November 14, 1912 in Book AP2 at Page 189. Deeds from the heirs appear
age Page 203 of the abstract, but no determination of her heirs was included in the materials examined.
Submit for examination a valid Order from a Court of competent jurisdiction, with notice to the appropriate
officer of the United States of America, determining the heirs of the Allottees.

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COMMITMENT FOR TITLE INSURANCE

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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. Right of Way Grant recorded November 5, 1958 in Book 279 at page 525. (Tracts 5-8)
11. Right of Way recorded November 7, 1958 in Book 279 at Page 549. (Tracts 5-8)

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12. Right of Way Grant recorded January 12, 1959 in Book 280 at Page 464. (Tracts 5-8)
13. Right of Way Agreement recorded April 10, 1959 in Book 284 at Page 565. (Tracts 5-8)
14. Right of Way recorded October 5, 1984 in Book 877 at Page 7. (Tracts 5-8)
15. Right of Way Agreement recorded April 10, 1959 in Book 284 at Page 564. (Tracts 5-8)
16. Right of Way Grant recorded November 4, 1957 in Book 267 at Page 314. (Tracts 5-8)
17. Right of Way recorded Septebmer 27, 1972 in Book 494 at Page 698. (Tracts 5-8)
18. Easement recorded July 6, 1960 in Book 313 at Page 358. (Tracts 9-16)
19. Right of Way Grant recorded September 6, 1960 in Book 317 at Page 205. (Tracts 9-16)
20. Right of Way Grant recorded September 6, 1960 in Book 317 at Page 222. (Tracts 9-16)
21. Right of Way Agreement recorded October 31, 1960 in Book 317 at Page 635. (Tracts 9-16)
22. Right of Way Agreement recorded October 20, 1960 in Book 317 at Page 576. (Tracts 9-16)
23. Electric easement in favor of the United States of America recorded December 6, 1950 in Book 190 at Page 539. (Tracts 9-16)
24. Easement recorded July 6, 1960 in Book 313 at Page 359. (Tracts 9-16)
25. Right of Way recorded August 9, 1960 in Book 313 at Page 681. (Tracts 9-16)
26. Right of Way recorded October 18, 1960 in Book 317 at Page 557. (Tracts 9-16)
27. Right of Way Agreement recorded December 7, 1960 in Book 319 at Page 329. (Tracts 9-16)
28. Easement recorded April 3, 1961 in Book 325 at Page 195. (Tracts 9-16)
29. Right of Way recorded June 23, 1961 in Book 327 at Page 493. (Tracts 9-16)
30. Right of Way Grant recorded December 11, 1961 in Book 339 at Page 211. (Tracts 9-16)
31. Right of Way recorded February 9, 1962 in Book 340 at Page 227. (Tracts 9-16)
32. Right of Way Agreement recorded January 15, 1962 in Book 339 at Page 677. (Tracts 9-16)
33. Right of Way Grant recorded October 5, 1962 in Book 348 at Page 159. (Tracts 9-16)
34. Right of Way recorded November 5, 1962 in Book 348 at Page 493. (Tracts 9-16)
35. Right of Way Agreement recorded May 27, 1963 in Book 359 at Page 155. (Tracts 9-16)

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36. Right of Way recorded October 18, 1960 in Book 317 at Page 555. (Tracts 9-16)
37. Right of Way Grant recorded November 3, 1960 in Book 317 at Page 673. (Tracts 9-16)
38. Roadway Right of Way recorded November 21, 1960 in Book 319 at Page 85. (Tracts 9-16)
39. Right of Way Agreement recorded February 2, 1961 in Book 322 at Page 321. (Tracts 9-16)
40. Right of Way recorded June 23, 1961 in Book 327 at Page 491. (Tracts 9-16)
41. Right of Way recorded June 23, 1961 in Book 327 at Page 493. (Tracts 9-16)
42. Right of Way recorded September 28, 1962 in Book 348 at Page 63. (Tracts 9-16)
43. Right of Way Grant recorded January 11, 1968 in Book 430 at Page 21. (Tracts 9-16)
44. Right of Way Agreement recorded July 13, 1970 in Book 468 at Page 56. (Tracts 9-16)
45. Surface Lease, Tank Battery Site recorded August 5, 1974 in Book 525 at Page 639 and Amendment recorded March 1, 1979 in Book 625 at Page 284. (Tracts 9-16)
46. Right of Way Easement recorded July 11, 1975 in Book 546 at Page 228. (Tracts 9-16)
47. Right of Way Grant recorded September 14, 1981 in Book 722 at page 151. (Tracts 9-16)
48. Electrical Utility Easement recorded July 14, 2011 in Book 2014 at Page 399. (Tracts 9-16)
49. Electrical Utility Easement recorded March 3, 2021 in Book 2684 at Page 167. (Tracts 9-16)
50. Right of Way Grant recorded November 3, 1960 in Book 317 at Page 676. (Tracts 9-16)
51. Right of Way Agreement recorded February 2, 1961 in Book 322 at Page 321. (Tracts 9-16)
52. Right of Way Easement recorded July 11, 1975 in Book 546 at Page 228. (Tracts 9-16)
53. Easement in favor of the United States of America recorded December 6, 1950 in Book 190 at Page 539. (Tracts 17-19)
54. Right of Way Grant Pipeline recorded June 29, 1962 in Book 345 at Page 492. (Tracts 17-19)
55. Right of Way recorded May 25, 1966 in Book 414 at Page 427. (Tracts 17-19)
56. Right of Way Easement recorded April 5, 1976 in Book 558 at Page 327. (Tracts 17-19)
57. Right of Way recorded February 27, 1987 in Book 1176 at Page 64. (Tracts 17-19)
58. Right of Way Grant recorded June 15, 1987 in Book 1207 at Page 118. (Tracts 17-19)
59. Enlargement of the McClain County Rural Water District 8 recorded November 28, 2001 in Book 1596 at Page 205. Amended March 5, 2002 in Book 1605 at Page 957. Amended March 5, 2002 in Book 1605 at

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

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Page 976. Amended March 21, 2002 in Book 1607 at Page 883. Amended March 25, 2002 in book 1607 at Page 964. Findings of Fact recorded April 23, 2002 in Book 1611 at Page 198. Order recorded April 23, 2002 in book 1611 at Page 200. (Tracts 17-21)

60. Right of Way recorded May 25, 1966 in Book 414 at Page 427. (Tracts 20-21)
61. Right of Way recorded February 27, 1987 in Book 1176 at Page 61. (Tracts 20-21)
62. Statutory easement for roadway along Section line. (Tracts 2-21)

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.

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

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4671

Right of Way Grant

When recorded Please return to
MID-CONTINENT PIPE LINE COMPANY
c/o Right-of-Way and Claims Dept.
P. O. Box 381 Tulsa, Okla.

KNOW ALL MEN BY THESE PRESENTS:

That Joe J. Gray
hereinafter called party of the first part (whether one or more), in consideration of the sum of Eighty & no/100 DOLLARS (\$80.00), this day paid by

Mid-Continent Pipe Line Company, a corporation,
hereinafter called party of the second part, the receipt of which is hereby acknowledged by said party of the first part, does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the right to locate, lay, install, erect, maintain and operate a pipe line for the purpose of the conveyance of oil, gas or water, and a telephone and telegraph line over, through and upon that certain tract of land situated in McCain County, State of Oklahoma, described as follows:

NW 1/4 Sec. 10 - 5 N - 3 W
Tasmanian subdivided

and does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the right to use so much of the aforesaid real estate and premises as may be necessary, and to do whatever may be necessary, for or in connection with the location, laying, installing, erection, maintaining and/or operation of the aforesaid pipe line and telephone and telegraph line, and for the enjoyment of the rights herein granted, including the right of ingress and egress at all times to and from said real estate and premises, and including the right at any time or times to remove said pipe line or telephone or telegraph line, or any part or parts thereof.

And said party of the first part also hereby grants, bargains, sells and conveys unto party of the second part, its successors and assigns, the right at any time or times to locate, lay, install, erect, maintain, and remove additional oil, gas or water pipe lines, telephone lines and telegraph lines over, through and upon the above described real estate and premises, and parallel to or with the line or lines first above referred to, upon the payment of an additional sum equal to the consideration above named.

And the party of the second part hereby covenants and agrees with the party of the first part that any and all oil, gas or water pipe lines laid by it hereunder shall be buried so as to not interfere with the cultivation of the above described real estate and premises.

And it is hereby understood, agreed and covenanted by and between the parties hereto that any and all damages for, because of or in connection with the location, laying, installation, erection, maintenance, operation and/or removal of the first of the above referred to oil, gas or water pipe lines and telephone and telegraph lines are included in the payment first above referred to; and it is further understood, agreed and covenanted that the person securing this right of way for party of the second part is without authority to make any agreement, promise or covenant in its behalf not herein specifically set out, and that this instrument is executed, delivered and accepted upon and with the distinct understanding, agreement, promise and covenant that the considerations above stated are the sole considerations and inducements therefor.

TO HAVE AND TO HOLD unto the said party of the second part, its successors and assigns, forever.
IN WITNESS WHEREOF, Said party of the first part has hereunto set his hand this 27 day

of August, 1958.
Joe J. Gray

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA, }
McCain COUNTY, } ss.

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 27 day of August, 1958, personally appeared Joe J. Gray 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.

Jack Ligon
Notary Public.

My Commission Expires: March 21, 1960
Jack Ligon
TULSA
MOPC
Company

STATE OF OKLAHOMA } ss
McCain COUNTY }
Filed for record on the
..... 5 day of Nov, A. D., 1958
at 9 o'clock A. M. Recorded in
Book 279 on Page 225
Clarence J. Taylor
County Clerk
By _____ Deputy

WFO-927-A
Form C—Okla.

L. L. No. AFE-121
Draft No. R-7221

4711

RIGHT OF WAY

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, ~~and to use the same 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,~~ ^{H.P.S.} ~~and to use the same 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,~~ ^{H.P.S.} 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 5Nth Calm County, State of Oklahoma, to-wit: SW¹ NW¹ SE¹ and

NE¹ NE¹ SW¹ and SW¹ SE¹

of Section 10 Township 5N 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%)
- Karr-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. ~~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.~~ ^{H.P.S.} 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.

Dated this 28th day of Oct 1958

Joe L. Gray
Butler Edley

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA
COUNTY OF

SS

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

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

Notary Public.

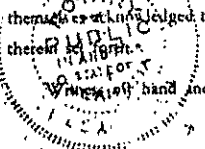
My Commission expires:

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA
COUNTY OF *McCain*

SS

Before me, a Notary Public, in and for said county and State, on this *24th* day of *Oct.*, 19*58*,
personally appeared *Joe J. Gray* and *Betty Gray*
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.

J. D. Sample
Notary Public.

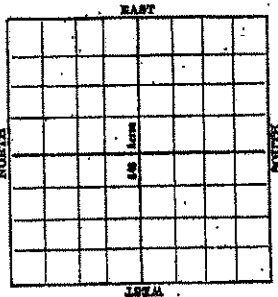
My Commission expires: My Commission Expires June 1, 1960

4711

Series _____ Line No. _____
RIGHT OF WAY
Recorded from _____
Joe J. Gray

Karen Pitt Gray
10-5-N-3W 1063
STATE OF OKLAHOMA } SS
MCCAIN COUNTY }
Filed for record on the _____
at _____ o'clock _____ A.M. 19____
Booked _____ on Page _____

SEC. _____ TWP. _____ RANGE _____



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA
COUNTY OF

SS

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

Notary Public.

My Commission expires:

Right of Way Grant

STATE OF OKLAHOMA }
McCLAIN COUNTY } ss

Filed for record on the
12 day of January, A. D., 1958
at 8:30 o'clock A. M. Recorded in
Book 282 on Page 144

#12

KNOW ALL MEN BY THESE PRESENTS:

That Joe J. Gay

hereinafter called party of the first part (whether one or more), in consideration of the sum of
One Hundred & twenty six DOLLARS (\$126⁰⁰), this day paid by

Mid-Continent Pipe Line Company, a corporation,
hereinafter called party of the second part, the receipt of which is hereby acknowledged by said party of the first
part, does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the
right to locate, lay, install, erect, maintain and operate a pipe line for the purpose of the conveyance of oil, gas
or water, and a telephone and telegraph line over, through and upon that certain tract of land situated in

McClain County, State of Oklahoma, described as follows:
SWSE Sec 10-5N-3W

one 5" oil line of Beater Pump
and does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the
right to use so much of the aforesaid real estate and premises as may be necessary, and to do whatever may be
necessary, for or in connection with the location, laying, installing, erection, maintaining and/or operation of the
aforesaid pipe line and ~~telephone and telegraph line~~, and for the enjoyment of the rights herein granted, includ-
ing the right of ingress and egress at all times to and from said real estate and premises, and including the right
at any time or times to remove said pipe line or ~~telephone and telegraph line~~, or any part or parts thereof.

And said party of the first part also hereby grants, bargains, sells and conveys unto party of the second part,
its successors and assigns, the right at any time or times to locate, lay, install, erect, maintain, and ~~remove~~
~~oil, gas or water pipe lines and telephone and telegraph lines over, through and upon the above~~
~~described real estate and premises, and parallel to or with the line or lines first above referred to, upon the~~
~~land and premises above described.~~

And the party of the second part hereby covenants and agrees with the party of the first part that any and
all oil, gas or water pipe lines laid by it hereunder shall be buried so as to not interfere with the cultivation of the
above described real estate and premises.

And it is hereby understood, agreed and covenanted by and between the parties hereto that any and all
damages for, ~~incurred~~ in connection with the location, laying, installation, ~~erecting~~, maintaining, operation
and/or removal of the first of the above referred to oil, gas or water pipe lines and telephone and telegraph lines
shall be the responsibility of the party of the second part; and it is further understood, agreed and covenanted that
the person securing this right of way for party of the second part is without authority to make any agreement, promise
or covenant in its behalf not herein specifically set out, and that this instrument is executed, delivered and ac-
cepted upon and with the distinct understanding, agreement, promise and covenant that the considerations above
stated are the sole considerations and inducements therefor.

TO HAVE AND TO HOLD unto the said party of the second part, its successors and assigns, forever.
IN WITNESS WHEREOF, Said party of the first part has hereunto set his hand this 2 day
of December, 1958.

Joe J. Gay

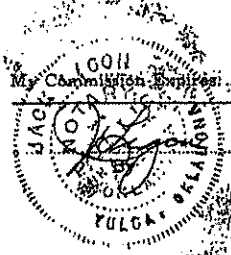
ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA,
McClain COUNTY, } ss.

Before me, the undersigned, a Notary Public within and for the above named County and State, on this
2 day of December, 1958, personally appeared
Joe J. Gay, 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.

Jack Logan
Notary Public.



EMCPH
Company

6-5667
Authority No.

2198
Draft No.

#13

2164

RIGHT OF WAY AGREEMENT

THE UNDERSIGNED, C. H. Manning
 and Amy Manning his wife, (hereinafter referred to
 as "GRANTOR" whether one or more) for and in consideration of the sum of \$ 240.00
 in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency
 of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT
 OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of
 way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines
 for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through,
 under and across the following described lands located in McClain County,
 State of Oklahoma, to-wit:

St 6 Corner St 6 W, Section 10 - 5 N. 3 W
W 6 NW, Section 15 - 5 N. 3 W
St 6 W 6 St 6, Section 9 - 5 N. 3 W

STATE OF OKLAHOMA } ss
 McCLAIN COUNTY }
 Filed for record on this
 ... 10 day of April ... A. D., 1959
 at ... 8:15 o'clock A. M. Recorded in
 Book 284 ... on Page 565
Clarence Johnson
 County Clerk
 By Paul H. Smith
 Deputy

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

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

Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional consideration of 2 cents per lineal rod for each additional pipe line or lines so laid after the initial pipe line, and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipe line or lines. In the event more than one additional pipe lines are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

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

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

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

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

Executed this 13 day of January, 1959.

C. H. Manning
Amy Manning

STATE OF Oklahoma
 COUNTY OF McClain } ss.

Before me, a Notary Public in and for said county and state, on this 13 day of January, 1959, personally appeared C. H. Manning and Amy Manning, 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.
 My commission expires March 1960
Jack Johnson
 Notary Public

RIW #1103-Q

21

15941

BOOK 877 PAGE 7

L. L. No. 34-44-10-TSN-R-2

Draft No. 4612

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, ~~change the size of and situate~~ pipe line ~~or~~ pipe lines, and appurtenances thereto, ~~including pipe 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 McLain County, State of Oklahoma, to-wit:

North Half of the North east Quarter of the Southwest Quarter (N/2 NE/4 SW/4) and the Southeast Quarter (SE/4) of Section 10.

Said easement is for one (1) line only.

of Section 10, Township 5 N, Range 3 W, 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:

- GULF OIL CORPORATION—an undivided twenty-one percent (21%)
- Kerr-McGee Corporation—an undivided five percent (5%)
- ONEOK Exploration Company—an undivided twenty-six percent (26%)
- Cities Service 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 or within twenty feet of 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 _____ per line and _____ 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.

RIGHT OF WAY

JUN 5 1984

Dated this 21st day of June, 1984

STATE OF OKLAHOMA
 MCCLAIN COUNTY
 Filed for record by this
 day of June, A.D. 1984
 at Law O'Connell, Notary Public
 Book 887, Page 3
 Phillis Beaton, County Clerk
 By [Signature]
 Return to: [Signature]

[Signature: Joe T. Gay]
 Joe T. Gay
[Signature: Betty J. Gay]
 Betty J. Gay

2163

RIGHT OF WAY AGREEMENT

#15

THE UNDERSIGNED, Joe J. Gay his wife, (hereinafter referred to as "GRANTOR", whether one or more) for and in consideration of the sum of \$ 126.00 in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace ~~and remove~~ a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products, or water, an, over, through, under and across the following described lands located in McClain County, State of Oklahoma, to-wit:

SW EE, Section 10-54-3W

Line to run from SDX Kennedy Tank battery south west to property line.

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS
Filed for record on the
... 10... day of April... A. D., 1959
at... 5:15 o'clock... A. M., Recorded In
Book... 284... on Page... 564
By Joe J. Gay Joe J. Gay
Joe J. Gay County Clerk

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

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

Joe J. Gay

~~Standard minimum pipe line to be laid under the terms hereof, GRANTEE shall pay an additional consideration of _____ cents per direct rod for each additional pipe line or lines so laid over the initial pipe line, and the additional consideration so paid shall include full compensation for any and all damages occasioned by, or incident to, the laying, erection, and construction of such additional pipe line or lines. In the event more than one additional pipe line is laid in a single operation or in the same ditch, such lines shall be considered a single line for the purpose of calculating the additional consideration to be paid for the laying thereof.~~

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

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

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

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

Executed this 13 day of January 1959
Joe J. Gay

STATE OF Oklahoma }
COUNTY OF McClain } ss.

Before me, a Notary Public in and for said county and state, on this 13 day of January, 1959, personally appeared Joe J. Gay and Joe J. Gay 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.
Jack Ligon Notary Public

My Commission Expires March 1960

RIW #1103-P

21

No. 4532

Right of Way Grant

STATE OF OKLAHOMA } ss
 MCCLAIN COUNTY }
 Filed for record on the
 day of Nov, A. D., 1957
 at 10:45 o'clock A. M. Recorded in
 Book 261 on Page 314
Clarence J. Payne
 County Clerk

#114

KNOW ALL MEN BY THESE PRESENTS:

That Amy Manning, C.H. Manning

hereinafter called party of the first part (whether one or more), in consideration of the sum of Two hundred & thirty two & 00/100 DOLLARS (\$232.00), this day paid by

Mid Continent Pipe Line Company, a corporation, hereinafter called party of the second part, the receipt of which is hereby acknowledged by said party of the first part, does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the right to locate, lay, install, erect, maintain and operate a pipe line for the purpose of the conveyance of oil, gas or water and a telephone and telegraph line over, through and upon that certain tract of land situated in McCain County, State of Oklahoma, described as follows:

SW 1/4 Sec 10 - 5N - 3W
N6 1/2 Sec 15 - 5N - 3W

and does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the right to use so much of the aforesaid real estate and premises as may be necessary, and to do whatever may be necessary, for or in connection with the location, laying, installing, erection, maintaining and/or operation of the aforesaid pipe line and telephone and telegraph line, and for the enjoyment of the rights herein granted, including the right of ingress and egress at all times to and from said real estate and premises, and including the right at any time or times to remove said pipe line or telephone or telegraph line, or any part or parts thereof.

And said party of the first part also hereby grants, bargains, sells and conveys unto party of the second part, its successors and assigns, the right at any time or times to locate, lay, install, erect, maintain, and remove additional oil, gas or water pipe lines, telephone lines and telegraph lines over, through and upon the above described real estate and premises, and parallel to or with the line or lines first above referred to, upon the payment of an additional sum equal to the consideration above named.

And the party of the second part hereby covenants and agrees with the party of the first part that any and all oil, gas or water pipe lines laid by it hereunder shall be buried so as to not interfere with the cultivation of the above described real estate and premises.

And it is hereby understood, agreed and covenanted by and between the parties hereto that any and all damages for, because of or in connection with the location, laying, installation, erection, maintenance, operation and/or removal of the first of the above referred to oil, gas or water pipe lines and telephone and telegraph lines are included in the payment first above referred to; and it is further understood, agreed and covenanted that the person securing this right of way for party of the second part is without authority to make any agreement, promise or covenant in its behalf not herein specifically set out, and that this instrument is executed, delivered and accepted upon and with the distinct understanding, agreement, promise and covenant that the considerations above stated are the sole considerations and inducements therefor.

TO HAVE AND TO HOLD unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, Said party of the first part has hereunto set his hand this 27 day of August, 1957

Amy Manning
C.H. Manning

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA, }
McCain COUNTY, } ss.

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 27 day of August, 1957, personally appeared Amy Manning C.H. Manning, 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.

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

Jack Payne
Notary Public.
My Commission Expires: March 21, 1960

By J.P. Payne Company MCCLAIN Authority No. 5109 Draft No. 1831

RIGHT OF WAY AGREEMENT

THE UNDERSIGNED, C. H. Manning A single person #17

~~and~~ his wife, (hereinafter referred to as "GRANTOR" whether one or more) for and in consideration of the sum of \$ 12,500.00 in hand paid by SUN OIL CO. (Delaware), a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUN OIL CO. (Delaware), its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through, under and across the following described lands located in McCain County, State of Okla to-wit:

SW 1/4 Section 10, + NE 1/4 of NW 1/4 Section 10, T5 N R3 W

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

Filed for record on the 27 day of Sept, A. D. 1972
at 8:15 o'clock a. M. Recorded in
Book 414 page 672
James M. Collins
County Clerk
By J. Kopsky Deputy

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

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

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

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

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

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

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

Executed this 6th day of Sept, 1972

C. H. Manning

STATE OF Okla
COUNTY OF Okla } ss.
I, James E. Maultsby, Notary Public in and for said county and state, on this 16th day of Sept, 1972, personally appeared C. H. Manning, 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.

My commission expires: 12-12-1973

James E. Maultsby
Notary Public

Easement

18

THIS INDENTURE, made this 25th day of May 1960

by Jess Clagg and Beulah Clagg, husband and wife, hereinafter referred to as the landowner,
and Canadian-Walnut Soil Conservation District

of McClain County, Oklahoma hereinafter referred to as the local organizations

WITNESSETH THAT:

WHEREAS, the Secretary of Agriculture, United States Department of Agriculture, has been authorized by the Congress, in cooperation with local agencies and organizations, to carry out a program for watershed protection and flood prevention, and

WHEREAS, the local organizations are cooperating in the installation of a project under said program in the _____

Criner Creek Watershed, State of Oklahoma, in connection with which the local organization desires to secure certain rights in, over and upon the hereinafter described land of the landowner.

THEREFORE, for and in consideration of One Dollar (\$1.00) and the benefits accruing to the landowner from the installation of said project and other good and valuable considerations, the receipt whereof is hereby acknowledged, the landowner does hereby grant, bargain, sell, convey and release unto the said local organizations an easement in, over and upon the following

described land situated in the County of McClain State of Oklahoma, to-wit:

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; The S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22 Township 5 North Range 3 West

1. The local organization shall have the right, privilege and authority to use said land for the installation, operation, maintenance and inspection of the following described works and measures, and for the storage of waters that may be impounded by any dam or other reservoir structure described below:

Floodwater retarding structure and appurtenances thereto, as defined by plat of structure on file in the District Office as of this date.

2. The local organization shall be responsible for operating, maintaining, and keeping in good repair the works and measures herein described.

3. The landowner reserves the right to use said land or any part thereof at any time and for any purpose, provided such use does not interfere with the full enjoyment by the local organization of the easement herein conveyed.

4. This easement shall include the right of ingress and egress at any time over and upon said land and any adjoining land owned by the landowner.

5. This easement shall include all easements, rights-of-way, rights, privileges and appurtenances in or to said land that may be necessary, useful or convenient for the full enjoyment of the easement herein conveyed.

6. The easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons, and recorded in the office of the County Clerk of the County in which the above described land is situated.

7. In the event (a) the works and measures herein described are not installed on said land within _____ months from the date hereof, or (b) the easement described herein is previously abandoned, the rights, privileges, and authority granted hereunder to the local organization shall be terminated.

B. Special Provisions: None

IN WITNESS WHEREOF, the landowner has executed this instrument on the day and year first above written.

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS
Filed for record on the
... 6 day of July ... A. D. 1960
at 11 o'clock... M. Recorded in
Book 713... on Page 353...

Jess Clagg
Beulah Clagg
(Signature of Landowner)
Beulah Clagg

By [Signature]
County Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA }
COUNTY OF McClain } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of May 1960, personally appeared Jess Clagg and Beulah Clagg

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

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



[Signature]
Louis W. Beck Notary Public

RIGHT OF WAY GRANT

#19

The undersigned, CANADIAN - Walnut Soil Conservation Dist
Marvin Guinn - Chairman
Harold Redman - Secy & Treasurer
J. A. Baker - Board Member

hereinafter referred to as Grantor, in consideration of the sum of \$25.00 ~~or the total sum of~~ this day paid by MID-CONTINENT PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the right to locate, construct, lay, install, operate, inspect, maintain, repair, change the size of, replace and remove, in whole or in part, a pipe line or pipe lines for the transportation of oil, petroleum products, gas or water, or either, over, through and upon the following described lands situated in the County of McCain County, State of Oklahoma, to wit:

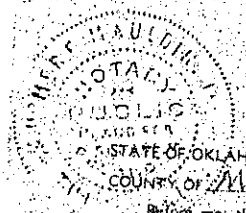
N 1/4 of SW 1/4 of NW 1/4 Section 22, T 5 N R 3 W.

together with the right of unimpaird access to said pipe line or lines at all times. To Have and To Hold unto Grantee, its successors and assigns, forever; provided however, that if and when more than one pipe line is laid pursuant to this grant, Grantee shall pay to Grantor a sum equal to that above stated for each such additional pipe line.

Grantor shall have the right to fully use and enjoy the above described lands, subject to the rights herein granted; however, Grantor shall not build or create, or permit to be built or created, any structure or obstruction on or over said pipe, line or lines. Grantee shall bury said pipe line or lines, where situated on lands cultivated for crops, to a depth sufficient so as not to interfere with the present manner and method of cultivation. Grantee shall pay to Grantor any actual damages to growing crops, pasture grasses and meadow grasses, situated on said lands, which result from Grantee's work or actions after starting operation of said pipe line or lines.

This agreement shall be deemed a covenant running with sold lands and shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, devisees, legal representatives, successors and assigns; and the person securing this grant for Grantee is without authority to make any agreement not included herein; and the considerations above stated are the sole inducements for this agreement.

Dated and executed on this 2nd day of August 1960
M. H. Guinn
J. H. Redman
J. A. Baker



ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 2nd day of August 1960, personally appeared Harold Redman 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 this 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: 12-12-61 Thomas E. Mauldin Notary Public.
AEM By AFE 5971 Authority No. 125 Draft No.

ACKNOWLEDGMENT FOR CORPORATION

STATE OF OKLAHOMA }
COUNTY OF McCain } ss.

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 3rd day of August, 1960, personally appeared M. H. GARDNER to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires: 12-12-61

Norman E. Haulton
Notary Public



Right of Way Grant

4698

*Canadian Walnut Soil
Conservation District*

*Wid. Community Life Line
Co.*

22 511 30

8-360
STATE OF OKLAHOMA }
McCain County } ss

This instrument was filed for record on the
at 8:45 a.m. of Aug, 1960, and duly recorded in book
317, page 205.

Edw. J. Byler
BY E. J. Byler COUNTY CLERK
DEPUTY

G. A. Co.

RIGHT OF WAY GRANT

Filed for record on the
6 day of Sept. A.D. 19 60
at 8:45 o'clock A.M. Recorded in
Book 317 on Page 222

ELEANOR JO PYBAS
County Clerk

The undersigned, DAN SWANEY

hereinafter referred to as Grantor, in consideration of the sum of 50¢ per rod, or the total sum of \$ 27.50 this day paid by MID-CONTINENT PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the right to locate, construct, lay, install, operate, inspect, maintain, repair, change the size of, replace and remove, in whole or in part, a pipe line or pipe lines for the transportation of oil, petroleum products, gas or water, or either, over, through and upon the following described lands situated in the County of McClain State of Oklahoma,

to wit: 1/2 of SW 1/4 of NW 1/4 Section 22 T 6 N R 3 W

together with the right of unimpaired access to said pipe line or lines at all times, To Have and To Hold unto Grantee, its successors and assigns, forever, provided however, that if and when more than one pipe line is laid pursuant to this grant, Grantee shall pay to Grantor a sum equal to that above stated for each such additional pipe line.

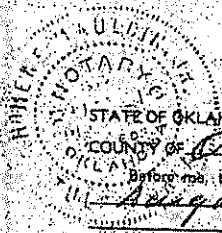
Grantor shall have the right to fully use and enjoy the above described lands, subject to the rights herein granted; however, Grantor shall not build or create, or permit to be built or created, any structure or obstruction on or over said pipe line or lines, Grantee shall bury said pipe line or lines, where situated on lands cultivated for crops, to a depth sufficient so as not to interfere with the present manner and method of cultivation. Grantee shall pay to Grantor any actual damages to growing crops, pasture grasses and meadow grasses, situated on said lands, which result from Grantee's work or actions after starting operation of said pipe line or lines.

This agreement shall be deemed a covenant running with said lands and shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, devisees, legal representatives, successors and assigns; and the person securing this grant for Grantee is without authority to make any agreement not included herein; and the considerations above stated are the sole inducements for this agreement.

Dated and executed on this 4th day of August, 19 60

Dan Swaney

ACKNOWLEDGMENT FOR INDIVIDUAL



STATE OF OKLAHOMA }
COUNTY OF McClain } SS

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 4th day of August, 19 60 personally appeared Dan Swaney 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.

My Commission Expires: 12-12-61 Homer E. Mauldin
Notary Public

By H.E.M.

AFE 5971 126
Authority No. Draft No.

#20

THE UNDERSIGNED Canadian Walnut Soil Conservation District

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

State of _____, to-wit:

SW 1/4 Section 22-5N-3W

STATE OF OKLAHOMA
McCLAIN COUNTY
Filed for record on the
31 day of Oct, A. D., 1960
at 2:20 o'clock P. M. Recorded in
Book 317 on Page 625
Edith Greenway
County Clerk
James H. Redman
Deputy

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

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

Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional consideration of 1.00 cents per lineal rod for each additional pipe line or lines so laid after the initial pipe line, and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipe line or lines. In the event more than one additional pipe line are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

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

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

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

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

Executed this 7th day of October, 19 60

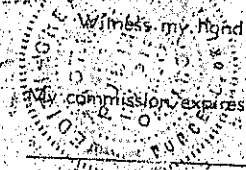
M. H. Guinn
J. H. Redman

STATE OF Oklahoma
COUNTY OF McClain) ss.

Before me, a Notary Public in and for said county and state, on this 7th day of October, 19 60, personally appeared M. H. Guinn and J. H. Redman

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.



Edith Greenway
Notary Public

RIW# 1162-J

5425

RIGHT OF WAY AGREEMENT

Row 1000

#20

THE UNDERSIGNED, Max Walok
 and Floyd Walok, (hereinafter referred to
 as "GRANTOR", whether one or more) for and in consideration of the sum of \$ 230.00
 in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency
 of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT
 OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of
 way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines
 for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through,
 under and across the following described lands located in McClain County,
 State of Oklahoma, to-wit:

SW 1/4 of NW 1/4 of Section 22-5N-3W

STATE OF OKLAHOMA ss
 McClain County
 Filed for record on the
20 day of Oct A.D., 1960
 at 8:30 o'clock A. M. Recorded in
 Book 317 on Page 576
[Signature]
 County Clerk
 By.....
 Deputy

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

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

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

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

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

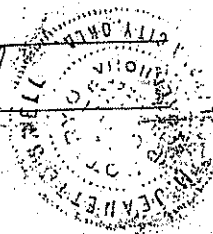
TO HAVE AND TO HOLD said easement, rights and right of way unto SUNRAY MID-CONTINENT OIL COMPANY, its successors or assigns, so long as the same shall be desired by the GRANTEE for any of the purposes aforesaid.

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

Executed this 26th day of September, 1960.

Max Walok
Max Walok

Floyd Walok
Floyd Walok



STATE OF OKLAHOMA
COUNTY OF McCLAIN } ss.

Before me, a Notary Public in and for said county and state, on this 27th day of
September, 1960, personally appeared Max Walok
 and Floyd Walok, 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.

Jennelle Smell
Notary Public

My commission expires:

October 9, 1962

RIW 1162-D

#23

Entered this the 6 day of October, 1950.
EUGENE RICE, Judge

UNITED STATES OF AMERICA }
EASTERN DISTRICT OF OKLAHOMA } SS

I, JOHN H. FUGH, Clerk of the United States District Court in and for the Eastern District of Oklahoma, do hereby certify that the annexed and foregoing is a true and full copy of the original Judgment on the Declaration of Taking, in Case No. 2812-Civil, U. S. A. v Certain land in Garvin & McClain Counties, etc. now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Muskogee, Okla. this 6 day of October, A. D. 1950.

JOHN H. FUGH, Clerk
By DONNA L. WILLIAMS, Deputy Clerk

(SEAL)
STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

This instrument was filed for record on the 6 day of December, A. D. 1950 at 10:30 o'clock A. M. and duly recorded in Book 190 on page 535.

ELEANOR JO PYBAS, County Clerk
By LOIS H. SMITH, Deputy.

No. 2931
(18-11)

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,
Petitioner

vs

Certain Parcels of Land in McClain
County, Oklahoma, and L. G. BAKER,
et al,

NO. 2821 Civil
FILED OCT. 23, 1950
JOHN H. FUGH, Clerk, U.S. District Court
By WFW, Deputy Clerk

Respondents

JUDGMENT ON THE DECLARATION OF TAKING

This day comes the petitioner, the UNITED STATES OF AMERICA, by CURTIS P. HARRIS, Trial Attorney for the Department of Justice, and moves the Court to enter a judgment vesting in the United States of America a perpetual easement for the erection, operation and maintenance of a line or lines of poles, towers, or other structures, wires, cables, and fixtures for the transmission of electric current, subject to existing easements for roads, railroads, canals, ditches, pipelines, telegraph lines, telephone lines and other electric lines; said easement to include the perpetual right to remove buildings and improvements, except fences, and except buildings and improvements appurtenant to the easements named hereinabove, and includes the perpetual right to cut down, remove and trim any trees that may interfere with or endanger said transmission line or lines or the maintenance or operation thereof, and the perpetual right to set the necessary guy and brace poles and anchors and to attach all necessary guy wires thereto, all as fully described in the Declaration of Taking and in the Petition for Condemnation filed herein.

Thereupon, the Court proceeded to hear and pass upon said motion, the Petition for Condemnation and Declaration of Taking, and finds that:

- (1) Each and all of the allegations in said Petition and Declaration of Taking are true, and the United States of America is entitled to acquire property by eminent domain for the purposes set forth in the petition;
- (2) In said Petition for Condemnation and Declaration of Taking a statement of the authority under which, and the public use for which said lands and estates therein were taken is set forth;
- (3) The Petition and Declaration of Taking were filed at the request of W. H. FLANERY, Acting Solicitor of the Department of the Interior of the United States, under authority delegated by the Secretary of the Interior of the United States, the person duly authorized by law to acquire the lands described in said documents for the purposes therein set forth, and at the direction of the Attorney General of the United States, the person authorized by law to direct the institution of such proceedings;
- (4) A proper description of the lands sought to be taken, sufficient for the identification thereof, is set out in said Declaration of Taking and Petition for Condemnation; and a statement of the estate or interest in said lands taken for said public uses is set out therein;
- (5) A statement is contained in said Declaration of Taking of the sum of money estimated by the acquiring authority to be just compensation for the estate taken in said lands, in the total amount of One Thousand Nine Hundred Forty-Eight and 50/100 Dollars (\$1,948.50), and said sum of money was deposited in the Registry of this Court, for the use and benefit of the persons entitled thereto, upon and at the time of the filing of said Declaration of Taking;
- (6) A statement is contained in said Declaration of Taking that the estimated amount of compensation for the taking of said property, in the opinion of W. H. FLANERY, Acting Solicitor of the Department of the Interior, will probably be within any limits prescribed by Congress on the price to be paid therefor;
- (7) And the Court, having fully considered the petition for condemnation, the Declaration of Taking, the Acts of Congress approved August 1, 1888 (25 Stat, 357), as

amended (40 U.S. C., 1946 ed., Supp. III, sec. 357); February 26, 1931 (46 Stat. 1421, 40 U.S. C. 1946 ed., secs. 258a to 258e); and December 22, 1944 (58 Stat. 887), Section 5; and acts amendatory thereof or supplementary thereto; The Interior Department Appropriation Act, 1951 (Public Law 759, 81st Congress); Executive Order No. 9353, dated June 19, 1943; Executive Order No. 9366, dated July 30, 1943; and Executive Order No. 9373, dated August 30, 1943, and Acts or Executive Orders amendatory or supplementary thereto, is of the opinion that the United States of America was and is entitled to take said property and have the title thereto vested in it.

IT IS, THEREFORE, CONSIDERED BY THE COURT, AND IT IS THE ORDER, JUDGMENT AND DECREE OF THE COURT that a perpetual easement for the erection, operation and maintenance of a line or lines of electric, towers or other structures, wires, cables and fixtures, for the transmission of electric current, subject to existing easements for roads, railroads, canals, ditches, pipelines, telegraph lines, telephone lines and other electric lines; said easement to include the perpetual right to remove buildings and improvements except fences, and except buildings and improvements appurtenant to the easements named in the preceding clauses, and to include the perpetual right to cut down, remove and trim any trees that may interfere with or endanger said transmission line or lines, or the maintenance or operation thereof, and the perpetual right to set the necessary guy and brace poles and anchors and to attach all necessary guy wires thereto, was vested in the United States of America upon the filing of said Declaration of Taking, and depositing in the Registry of this Court of the said sum of One Thousand Nine Hundred Forty-Eight and 50/100 Dollars (\$1,948.50), and said lands are deemed to have been condemned and taken for the use of the United States, and the right to just compensation for the same thereby vested in the persons entitled thereto, the amount of said compensation to be ascertained and awarded in this proceeding and established by judgment herein, pursuant to law.

The lands are described as follows, to-wit:

TRACT NO. 1 (3102-212)
Perpetual Easement

A strip of land 100 feet in width in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 28, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 456 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 107 feet from the NW corner thereof.

TRACT NO. 2 (3102-213)
Perpetual Easement

A strip of land 100 feet in width in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 28, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ 107 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ 266 feet from the SW corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 21 thereof.

TRACT NO. 3 (3102-214)
Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 21, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ 266 feet from the SW corner thereof, thence Northwesterly to a point in the West boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ 68 feet from the said SW corner thereof.

TRACT NO. 4 (3102-215)
Perpetual Easement

A strip of land 100 feet in width in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 21, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ 68 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$ 940 feet from the SW corner thereof.

TRACT NO. 5 (3102-216)
Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 20, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 940 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ 345 feet from the NW corner thereof.

TRACT NO. 6 (3102-217)
Perpetual Easement

A strip of land 100 feet in width in the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, the South 5 acres of N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 20, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ 345 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ 293 feet from the NW corner thereof.

TRACT NO. 7 (3102-218)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ 293 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ 1122 feet from the said NE corner thereof.

TRACT NO. 8 (3102-219)

Perpetual Easement

A strip of land 100 feet in width in the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ 1122 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ 397 feet from the SW corner thereof.

TRACT NO. 9 (3102-220)

Perpetual Easement

A strip of land 100 feet in width in the S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ 397 feet from the SE corner thereof, thence Northwesterly to a point in the North boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ 939 feet from the NE corner thereof.

TRACT NO. 10 (3102-221)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ of Lot 2 of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ 939 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said N $\frac{1}{2}$ of Lot 2 435 feet from the SW corner thereof.

TRACT NO. 11 (3102-222)

Perpetual Easement

A strip of land 100 feet in width in the E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ 212 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ 50 feet from the NW corner thereof.

TRACT NO. 12 (3102-223)

Perpetual Easement

A triangular tract of land in the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, described as follows, to-wit:

Beginning at the NE corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence South along East boundary a distance of 100 feet, thence Northwesterly to a point in the North boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ 380.3 feet from said NE corner thereof, thence East along said North boundary to point of beginning.

TRACT NO. 13 (3102-224)

Perpetual Easement

A strip of land 100 feet in width in the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ 190 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ 469 feet from the SW corner thereof.

TRACT NO. 14 (3102-225)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$ 469 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$ 130 feet from the NW corner thereof.

TRACT NO. 15 (3102-226)

Perpetual Easement

A strip of land 100 feet in width in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 23, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 130 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 475 feet from the said NE corner thereof.

TRACT NO. 16 (3102-227)

Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 14, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 475 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 237 feet from the SW corner thereof.

TRACT NO. 17 (3102-228)

Perpetual Easement

A strip of land 100 feet in width in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 14, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ 237 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ 403 feet from the NW corner thereof.

TRACT NO. 18 (3102-229)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 14, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 403 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 63 feet from the NW corner thereof.

TRACT NO. 19 (3102-230)

Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 63 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 188 feet from the said NE corner thereof.

TRACT NO. 20 (3102-231)

Perpetual Easement

A strip of land 100 feet in width in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 188 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 295 feet from the SW corner thereof.

TRACT NO. 21 (3102-232)

Perpetual Easement

A strip of land 100 feet in width in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ 295 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ 500 feet from the NW corner thereof.

TRACT NO. 22 (3102-233)

Perpetual Easement

A strip of land 100 feet in width in the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ 500 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ 23 feet from the NW corner thereof.

TRACT NO. 23 (3102-234)

Perpetual Easement

A triangular tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, described as follows, to-wit:

Beginning at the SW corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence North along the West boundary a distance of 27 feet, thence Southeast to a point in the South boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ 94.9 feet from said SW corner, thence West along South boundary to point of beginning.

TRACT NO. 24 (3102-235)

Perpetual Easement

A strip of land 100 feet in width in the N½ NE¼ SE¼ and the SE¼ SE¼ NE¼ of Sec. 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N½ NE¼ SE¼ 23 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said SE¼ SE¼ NE¼ 152 feet from the SW corner thereof.

TRACT NO. 25 (3102-236)

Perpetual Easement

A strip of land 100 feet in width in the SW¼ SE¼ NE¼, the S¼ SW¼ NE¼ and the NW¼ SW¼ NE¼ of Section 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SW¼ SE¼ NE¼ 152 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said NW¼ SW¼ NE¼ 729 feet from the SW corner of S¼ SW¼ NE¼ thereof.

TRACT NO. 26 (3102-237)

Perpetual Easement

A strip of land 100 feet in width in the E¼ SE¼ NW¼ of Sec. 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said E¼ SE¼ NW¼ 729 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said E¼ SE¼ NW¼ 904 feet from the SW corner thereof.

TRACT NO. 27 (3102-238)

Perpetual Easement

A strip of land 100 feet in width in the W¼ SE¼ NW¼ of Sec. 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said W¼ SE¼ NW¼ 904 feet from the SE corner thereof, thence Northwesterly to a point which is 981 feet North and 290 feet West of the said SE corner thereof.

This cause is held open for such other and further orders, judgments and decrees as may be necessary.

Entered this the 23rd day of October, 1950.

EUGENE RICE, Judge

UNITED STATE OF AMERICA }
EASTERN DISTRICT OF OKLAHOMA } SS

I, JOHN H. PUGH, Clerk of the United States District Court in and for the Eastern District of Oklahoma, do hereby certify that the annexed and foregoing is a true and full copy of the original Judgment on the Declaration of Taking, in Civil Action No. 2821, U. S.A. Vs. Certain Parcels of Land in McClain County, Okla. and L.G. BAKER, et al now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Muskogee, Oklahoma this 25th day of October, A.D. 1950.

JOHN H. PUGH, Clerk
By TOM McSPADDEN, Deputy Clerk

(SEAL)

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

This instrument was filed for record on the 6 day of December, A. D. 1950 at 10:30 o'clock A. M., and duly recorded in Book 190, on page 539.

ELEANOR JO PYPAS, County Clerk

#24

Easement

(For Construction and Impoundment Purposes)

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Joe T. Gay and Betty Gay

Rt. 4, Lindsay, Oklahoma

of McClain County

Grantor, does hereby grant, bargain, sell, convey and release unto

Canadian-Walnut Soil Conservation District

of McClain County, Oklahoma its successors and assigns Grantee, an easement in, over and upon the follow-

ing described land situated in the County of McClain, State of Oklahoma, to wit:

South half (S $\frac{1}{2}$) of the South-east quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$); and the Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) Section 22-5N-3W,

for the purpose of: Flood water retarding structure and appurtenances thereto
For or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

1. In the event construction of the above described works of improvement is not commenced within 60 months from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the rights of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land for the purpose of construction, the checking of operations, and the inspection and maintenance of the structure.
3. There is reserved to the Grantor, his heirs and assigns, the rights and privileges to use the above described land at any time, in any manner and for any purpose that does not interfere with construction, operations, maintenance and inspection of the structure.
4. The rights and privileges herein granted are subject to all easement, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvement.
6. Special provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns for so long as they should use said easement for the purpose described above.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 6th day of June, 1960

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

Filed for record on the 6 day of July, 1960 A. D.,
at 11 o'clock A. M. Recorded in
Book 513 on Page 359
By [Signature] County Clerk
Deputy

[Signature] (SEAL)
Signature of Grantor

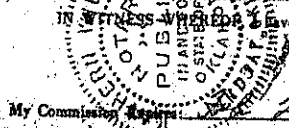
[Signature] (SEAL)
Signature of Grantor

ACKNOWLEDGMENT

STATE OF OKLAHOMA }
COUNTY OF Garvin } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of July, 1960, personally appeared Joe T. Gay and Betty Gay, husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereto set my hand and official seal, the date and year last hereinabove written.



[Signature]
Notary Public

RIGHT OF WAY

JTB

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 structure of~~ a pipe line ~~and appurtenances~~, and ~~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 McCLAIN County, State of Oklahoma, to-wit:

NW/4 NE/4

Right of Way shall be (40') forty feet in width across above described land and said Right of Way shall be 46 rods in length.

of Section 22, Township 5 North, Range 3 West, together with the right of ingress and egress to and from said line ~~and appurtenances~~ 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%)
- ~~_____~~—an undivided twenty-five (25%)

TEXACO Inc.

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 ~~and appurtenances~~. Any pipe line ~~and appurtenances~~ constructed by Grantees across lands under cultivation shall be buried below plow depth. ~~Stocks and other improvements on the land to be conveyed shall be removed from the land before the pipe line is constructed over the same.~~ 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.

Dated this 27 day of July 1960
Joe T. Day
Betty Day

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA }
COUNTY OF McClain } SS

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

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

Notary Public.

My Commission expires:

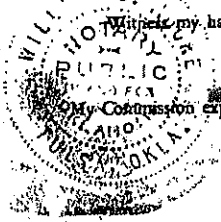
OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA }
COUNTY OF McClain } SS

Before me, a Notary Public, in and for said county and State, on this 27th day of July, 1960, personally appeared Joe T. Gay and Betty Gay 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.

William S. Moore
Notary Public.

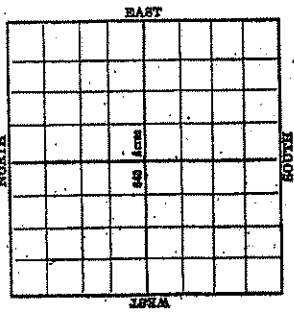


4353

Series _____
Liber No. _____
RIGHT OF WAY
Paved Road from _____
to _____

STATE OF OKLAHOMA } SS
McCLAIN COUNTY } 7-27
Line 4 day of July Filed for record on the
at 8:17 o'clock A.M. Recorded in
Book 127 on page 57
Length 200 feet
By Joe T. Gay & Betty Gay Owners

SEC. 22 TWP. 57N RANGE 3W
150



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA }
COUNTY OF _____ } SS

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

Notary Public.

My Commission expires:

5394

10.6.60 557

WFO-357-A
Form C—Okla.

L. L. No. _____

Draft No. _____

RIGHT OF WAY

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, ~~and to use the same 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 McClain County, State of Oklahoma, to-wit:

2 1/2 NW 1/4 and W 1/2 NE 1/4

Right of way to be 122 rods in length and 35 feet wide

of Section 22 Township 5N Range 3W together with the right of ingress and egress to and from said line of 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%)
- ~~_____~~—an undivided twenty-five (25%)
- TEXACO Inc.

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. ~~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.~~ 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.

Dated this 26th day of September, 1960

Joe T. Day
Betty Day

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA
COUNTY OF

SS.

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

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

Notary Public

My Commission expires:

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA
COUNTY OF McClain

SS.

Before me, a Notary Public, in and for said county and State, on this 26th day of September, 1960

personally appeared Joe J. Gay and Betty Gay 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.

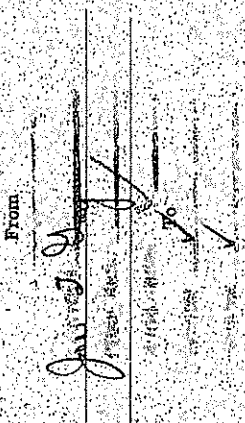
Notary Public

My Commission expires My Commission Expires June 1st, 1964

5394

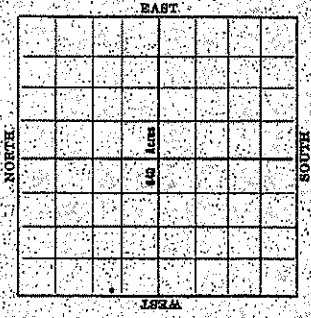
Series _____ Line No. _____

RIGHT OF WAY



151
STATE OF OKLAHOMA
McCLAIN COUNTY
Line _____ Filed for record on the _____
at _____ day of _____ A. D., 1960
at _____ o'clock _____ M. Resented in
Book 27 on Page 22
Length _____ Rods

SEC. 23 TWP. 17 RANGE 30



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA
COUNTY OF

SS.

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

Notary Public

My Commission expires:

#87

5-409

5972

RIGHT OF WAY AGREEMENT

Draft # 5775
925.00 329
185 Rods Row + Damage

THE UNDERSIGNED, Joe T. Gay
and Betty Gay his wife, (hereinafter referred to
as "GRANTOR", whether one or more) for and in consideration of the sum of \$ 10.00 and OVO
in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency
of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT
OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of
way and easement to construct, lay, maintain, operate, relay, replace and ~~install~~ a pipe line or lines
for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through,
under and across the following described lands located in McClain County,
State of Oklahoma, to-wit:

JTS

NW 1/4 NE 1/4 and NE 1/4 NW 1/4 of Section 22, SW, 3W

STATE OF OKLAHOMA } SS
McCLAIN COUNTY }
Filed for record on the
...7... day of ... Dec ... A. D., 1960
at ... 8:40 ... o'clock ... A ... M. Recorded in
Book ... 319 ... on Page 329
By Joe T. Gay County Clerk
By Betty Gay Deputy

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

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

~~SECTION 22, SW, 3W, T. 36N, R. 10W, S. 10E, OKLAHOMA COUNTY, OKLAHOMA. THE GRANTOR, JOE T. GAY AND BETTY GAY, HIS WIFE, DO HEREBY GRANT, SELL AND CONVEY UNTO SUNRAY MID-CONTINENT OIL COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF WAY AND EASEMENT TO CONSTRUCT, LAY, MAINTAIN, OPERATE, RELAY, REPLACE AND INSTALL A PIPE LINE OR LINES FOR THE TRANSPORTATION OF OIL, GAS, OTHER PETROLEUM PRODUCTS AND BY-PRODUCTS, OR WATER, ON, OVER, THROUGH, UNDER AND ACROSS THE FOLLOWING DESCRIBED LANDS LOCATED IN McCLAIN COUNTY, STATE OF OKLAHOMA, TO-WIT: NW 1/4 NE 1/4 AND NE 1/4 NW 1/4 OF SECTION 22, SW, 3W. THE CONSIDERATION FOR THIS GRANT IS \$10.00 AND OVO IN HAND PAID BY SUNRAY MID-CONTINENT OIL COMPANY, A CORPORATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED. THIS GRANT IS MADE FOR THE PURPOSES OF SECURING THE RIGHT OF WAY AND EASEMENT FOR THE LAYING HEREOF.~~

JTS

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

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

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

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

Executed this 18 day of November, 1960

Joe T. Gay
Betty Gay

STATE OF Oklahoma }
COUNTY OF McClain } ss.

Before me, a Notary Public in and for said county and state, on this 18th day of
November, 1960, personally appeared Joe T. Gay

and Betty Gay, 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 expressed.

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in my office, and seal the day and year last above written.

My commission expires:

Robt K. Lowry CR
Notary Public

2-27-63

RIW# 1168

1447

Easement

195

#28

(FOR IMPOUNDMENT PURPOSES)

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Joe T. Gay and Betty Gay

of McClain County, Oklahoma, Grantor, does hereby grant, bargain, sell, convey and release unto

Canadian-Walnut Soil Conservation District

of McClain County, Oklahoma its successors and assigns, Grantee, an easement in, over and upon the

following described land situated in the County of McClain, State of Oklahoma, to wit: Southeast corner of the Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 22, Township 5 North, Range 3 West.

for the purpose of:

For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by those certain works of improvement which are described and are to be located as follows:

Flood retarding structure and appurtenances thereto, as described on plat of structure on file in district office.

and for the operation of said waters and the inspection and maintenance of said area to be flooded.

1. In the event construction of the above described works of improvement is not commenced within 120 months from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the rights of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land for the purpose of construction, the checking of operations, and the inspection and maintenance of the structure.
3. There is reserved to the Grantor, his heirs and assigns, the rights and privileges to use the above described land at any time, in any manner and for any purpose that does not interfere with construction, operations, maintenance and inspection of the structure.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvement.
6. Special provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns for so long as they should use said easement for the purpose described above.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 17th day of March, 1961

STATE OF OKLAHOMA }
 McClain County } SS
 Filed for record on the 3rd day of April, A.D., 1961
 at 10:30 o'clock A.M. Recorded in
 Book 125 on Page 195
 E. L. ... County Clerk
 By ... Deputy

Joe T. Gay (SEAL)
 Signature of Grantor
Betty Gay (SEAL)
 Signature of Grantor

ACKNOWLEDGMENT

STATE OF OKLAHOMA }
 COUNTY OF McClain } SS
 Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of March, 1961, personally appeared Joe T. Gay & Betty Gay, husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last hereinabove written.
 R. H. Phillips
 Notary Public

My Commission Expires: 12-20-61

29

L. L. No. AFE-80-806

Draft No. 1801

RIGHT OF WAY

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 site of and construct 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 M^o & Glau County, State of Oklahoma, to-wit:

NW/4 NE/4

Right of way shall not exceed 40ft in width across the above described land. and said Right of Way shall be 4 1/2 Rods in length.

of Section 22, Township 5N, 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~~. 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 _____ per lineal rod shall be paid for each line constructed after the first one.~~ 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.

Dated this 15th day of June, 1961
Joe L. Day
Betty Day

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF

SS

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

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

Notary Public.

My Commission expires:

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF McClain

SS

Before me, a Notary Public, in and for said county and State, on this 15th day of June, 1961, personally appeared Joe J. Gay and Betty Gay, 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.

Notary Public.

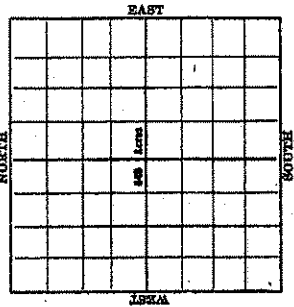
My Commission expires: My Commission Expires June 1st, 1964

2693

Form with fields: Line No., RIGHT OF WAY, From, To

Form with fields: STATE OF OKLAHOMA, McClain County, Filed for record on the 23rd day of June, A. D., 1961, at _____, Book _____, M. Recorded in Line Book _____ on Page _____, By _____, Deputy

SEC. 22 TWP. 57N. RANGE 34E



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF

SS

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

Notary Public.

My Commission expires:

#30

STATE OF OKLAHOMA
McCLAIN COUNTY

5310

RIGHT OF WAY GRANT

Filed for record on the
11 day of Dec. A. D. 1961
at 8:55 o'clock A.M. Recorded in
Book 339 on Page 111

The undersigned, Joe T. Gay

Joe T. Gay
Notary Public

hereinafter referred to as Grantor, in consideration of the sum of five dollars per rod, or the total sum of \$275.00 this day paid by MID-CONTINENT PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the right to locate, construct, lay, install, operate, inspect, maintain, repair, ~~replace~~ ¹¹⁻¹⁰⁻⁶¹ ~~and~~ ¹¹⁻¹⁰⁻⁶¹ ~~through~~ ¹¹⁻¹⁰⁻⁶¹ ~~and~~ ¹¹⁻¹⁰⁻⁶¹ upon the following described lands situated in the County of McClain State of Oklahoma, to wit: N 1/2 of NE 1/4 of S 24 of Section 22, T. 3N, R. 7W.
Right of way shall be 55 rods long and 35 feet wide

This includes damages for laying line on above right of way.

together with the right of unimpeded access to said pipe line or lines at all times, To Have and To Hold unto Grantee, its successors and assigns forever; provided however that if and when more than one pipe line is laid pursuant to this grant, Grantee shall pay to Grantor a sum equal to that above stated for each such additional pipe line

Grantor shall have the right to fully use and enjoy the above described lands, subject to the rights herein granted; however, Grantor shall not build or create, or permit to be built or created, any structure or obstruction on or over said pipe line or lines. Grantee shall bury said pipe line or lines, where situated on lands cultivated for crops, to a depth sufficient so as not to interfere with the present manner and method of cultivation. Grantee shall pay to Grantor any actual damages to growing crops, pasture grasses and meadow grasses situated on said lands, which result from Grantee's work or actions after starting operation of said pipe line or lines

This agreement shall be deemed a covenant running with said lands and shall inure to the benefit of and be binding upon, the parties hereto, their heirs, devisees, legal representatives, successors and assigns, and the person securing this grant for Grantee is without authority to make any agreement not included herein and the considerations above stated are the sole inducements for this agreement

Done and executed on this 10 day of November, 1961
Joe T. Gay
Joe T. Gay

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA,
COUNTY OF McClain

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 10th day of Nov, 1961, personally appeared Joe T. Gay in 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 own 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: 12-12-61
Norman E. Marshall
Notary Public

By H. E. M. Authority No. 6234 Draft No. 190

#31

L. L. No. AFE 80-23

Draft No. 2557

RIGHT OF WAY

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, ~~install, maintain, inspect, operate, repair, replace, and remove~~ 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 McClain County, State of Oklahoma, to-wit:

JLH
WAS

$\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$

(This right of way shall consist of 140 rods in length and 40 ft. wide.)

of Section 22, Township 5, Range 3, 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. Any pipe line or lines constructed by Grantees across lands under cultivation shall be buried below plow depth. ~~Should the pipe line or lines hereinafter constructed be located on any lands owned by the Grantor, the Grantor shall be paid for any damage to the crops on such lands.~~ 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.

JLH
WAS

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 30 day of January, 1962

Joe T. Day
Betty Day

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF

SS

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

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

Notary Public.

My Commission expires:

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF *McClain*

SS

Before me, a Notary Public, in and for said county and State, on this *30th* day of *January*, 19*62* personally appeared *Joe J. Gay* and *Betty Gay* 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.

Notary Public.

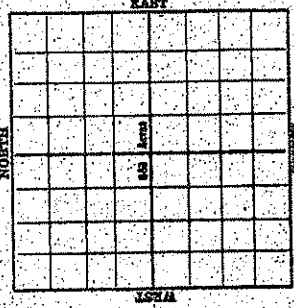
My Commission expires: *June 1, 1964*

607

Line No _____
RIGHT OF WAY
From _____
To _____
STATE OF OKLAHOMA
McClain County
Filed for record on the _____ day of _____, A. D., 19*62*
Line et al. _____ of Book _____ on Page _____
Length _____
Notary Public

153

SEC 22 TWP 57 RANGE 14



Wm. G. Cal. Co. Inc.
G.O. Box 1539
Lawton, Okla.

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF

SS

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

Notary Public.

My Commission expires:

#30

THE UNDERSIGNED, Opal W. Webb

of McClain (hereinafter referred to as "GRANTOR", whether one or more) for and in consideration of the sum of \$ Ten & 00/100 in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through, under and across the following described lands located in McClain County, State of Oklahoma, to-wit:

W/2 S/2 NE/4 & N/2 NE/4 SE/4 all in Section 22-5N-3W

Note: That all fences will be repaired as good or better.
This agreement is made for a one 4" gas line, only.

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

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

Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional consideration of 1.00 cents per lineal rod for each additional pipe line or lines so laid after the initial pipe line, and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipe line or lines. In the event more than one additional pipe lines are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

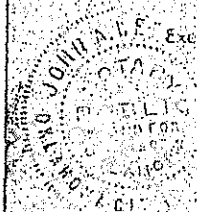
GRANTOR shall have the right to fully use and enjoy the said premises, except for the purposes and easement herein granted to the GRANTEE. GRANTEE agrees to pay any damages to growing crops of GRANTOR, resulting from the operation and maintenance of any pipe line or lines after the same have been laid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

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

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

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

Executed this 18 day of December 19 61



Opal W. Webb

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

Filed for record on the 15 day of Jan, A. D., 19 62
at 10:55 o'clock A. Recorded in
Book 339 Page 677

John A. Webb
County Clerk

STATE OF Oklahoma }
COUNTY OF McClain } SS

Before me, a Notary Public in and for said county and state, on this 18th day of December, 19 61, personally appeared Opal W. Webb

and John A. Webb 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.

My commission expires

December 15, 1962

John A. Webb
Notary Public

R/W # 1276-B

Filed for record on the
...5... day of ...Oct... A. D., 1962
at...8:45... o'clock... A. M. Recorded in
Book...348... on Page...159

33

RIGHT OF WAY GRANT

Edith Greenway
County Clerk
Deputy

The undersigned, Canadian and Walnut Soil Conservation District

hereinafter referred to as Grantor, in consideration of the sum of _____ per rod, or the total sum of \$ 213.00, this day paid by MID-CONTINENT PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the right to locate, construct, lay, install, operate, inspect, maintain, repair, change the size of, replace and remove, in whole or in part, a pipe line or pipe lines for the transportation of oil, petroleum products, gas or water, or either, over, through and upon the following described lands situated in the County of McClain, State of Oklahoma, to wit:

S/2 NW SE & N/2 SW SE Section 22-5N-3W

This includes damages for the laying of our 4" line to connect Sunray DX Oil Company - Beulah Clagg #1.

together with the right of unimpaired access to said pipe line or lines at all times, To Have and To Hold unto Grantee, its successors and assigns, forever; provided however, that if and when more than one pipe line is laid pursuant to this grant, Grantee shall pay to Grantor a sum equal to that above stated for each such additional pipe line.

Grantor shall have the right to fully use and enjoy the above described lands, subject to the rights herein granted; however, Grantor shall not build or create, or permit to be built or created, any structure or obstruction on or over said pipe line or lines. Grantee shall bury said pipe line or lines, where situated on lands cultivated for crops, to a depth sufficient so as not to interfere with the present manner and method of cultivation. Grantee shall pay to Grantor any actual damages to growing crops, pasture grasses and meadow grasses, situated on said lands, which result from Grantee's work or actions after starting operation of said pipe line or lines.

This agreement shall be deemed a covenant running with said lands and shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, devisees, legal representatives, successors and assigns; and the person securing this grant for Grantee is without authority to make any agreement not included herein; and the considerations above stated are the sole inducements for this agreement.

Dated and executed on this 6th day of September, 1962 Canadian and Walnut Soil Conservation District

by: *J. H. Robinson*
by: *Edith Greenway*
by: *Edith Greenway*
by: *Edith Greenway*
by: *Edith Greenway*

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA,
COUNTY OF McClain

Before me the undersigned, a Notary Public within and for the above named County and State, on this 6th day of September, 1962, personally appeared J. H. Robinson, Ted Clark, D.S. Williams, J. A. Baker, dba Canadian and Walnut Soil Conservation District to me known to be the identical persons who executed the instrument, and acknowledged to me that they executed the same as their free and voluntary act and for the purposes therein set forth.

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

My Comm. Expires: March 13, 1964 Edith Greenway
Notary Public.

L. L. No. 34-44-22-5-3

Draft No. 3189

#34

RIGHT OF WAY

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 Mc Clain .. County, State of Oklahoma, to-wit:

S/2 NW/4 SE/4, and N/2 SW/4 SE/4

of Section 22, Township 5 North, Range 3 West, 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. 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.

Canadian-Walnut Soil Conservation District

Dated this 1st day of October, 1962

BY:

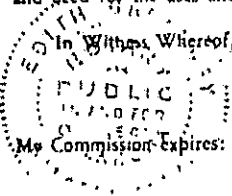
J. F. Redman
Ed Clash
[Signature]
[Signature]

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA }
COUNTY OF McClain } SS

Before me, a Notary Public, in and for said county and State, on this 4th day of October, 1962, personally appeared Leonard Robert Sewell Bondy 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.

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



Edith Greenway
Notary Public.

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA }
COUNTY OF } SS

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

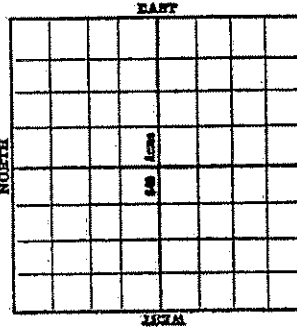
Witness my hand and seal the day and year last above written.

Notary Public.

My Commission expires:

Series _____ Line No. _____
RIGHT OF WAY
From _____ To _____
STATE OF OKLAHOMA } SS
McCLAIN COUNTY }
Filed for record on the _____ day of _____ A.D. 1962
Line at _____
By _____
Length _____ Rods

SEC. 12 TWP. 27 RANGE 3E



Wm. B. Bondy
P.O. Box 1587
Okla 2-

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA }
COUNTY OF } SS

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

Notary Public.

My Commission expires:

#35

THE UNDERSIGNED, Canadian and Walnut Soil Conservation District,
 and _____ his wife, (hereinafter referred to
 as "GRANTOR", whether one or more) for and in consideration of the sum of \$ 100.00
 in hand paid by SUNRAY ~~INDUSTRIAL~~ OIL COMPANY, a corporation, the receipt and sufficiency
 of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY ~~INDUSTRIAL~~ OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of
 way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines
 for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through,
 under and across the following described lands located in McClain County,
 State of Oklahoma, to-wit:

SW 1/4 SE 1/4 Section 22, T5N, R3W

STATE OF OKLAHOMA)
 McClain County)
 Filed for record on the
 27 day of May A.D., 1963
 at 10:10 P.M. Recorded in
 Book 359 Page 55
 J. A. Baker
 County Clerk
 By _____
 Deputy

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

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

Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional consideration of \$5.00 cents per lineal rod for each additional pipe line or lines so laid after the initial pipe line, and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipe line or lines. In the event more than one additional pipe lines are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

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

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

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

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

Executed this 2 day of May 1963

Harold Redman
Harold Redman

Ted Clark
Ted Clark

Dave Williams
Dave Williams

Roy Dunning
Roy Dunning

STATE OF Oklahoma
COUNTY OF McClain

J. A. Baker
J. A. Baker

Before me, a Notary Public in and for said county and state, on this 2nd day of May, 1963, personally appeared Harold Redman, Dave Williams, Ted

Clark, Roy Dunning, & J. A. Baker, known to me 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.

My Commission expires:

J. A. Baker
Notary Public

March 12, 1966

5398

555

WPC-557-A
Form C—Okla.

L. L. No. APE-60-623

Draft No. R-9384

#310

RIGHT OF WAY

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 sites 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 McClellan County, State of Oklahoma, to-wit:

E/2 SW 1/4 NW 1/4

of Section 22, Township 5N, 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%)
- ~~_____~~—an undivided twenty-five (25%)
- TEXACO Inc.

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 ever the pipe line be constructed hereunder an additional consideration at the rate of _____ per foot 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.

74 H.8
NAB

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 27th day of September, 1960

M. J. Quinn
Chairman of the Board, Canadian-Walnut
Soil Conservation District

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF McCain } SS

Before me, a Notary Public, in and for said county and State, on this 27th day of September, 1960

personally appeared M. H. Guinn, 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.

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

[Signature]
Notary Public.

My Commission expires: June 1, 1964

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF McCain } SS

Before me, a Notary Public, in and for said county and State, on this 27th day of Sept, 1960

personally appeared M. H. Guinn 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 and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public.

My Commission expires:

5393

Series _____ Line No. _____
RIGHT OF WAY

From _____

M. H. Guinn & Chas. J. ...

W. H. ...

STATE OF OKLAHOMA } SS
McCain County

Line _____ Filed for record on the _____

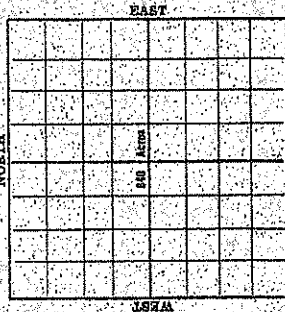
at 7:30 o'clock A. M. on Sept 27 1960

Book 24 on Page 55

Length 1/2 Section 36 Range 34 North

_____ Rods

SEC 32 TWP 5 N RANGE 34



W. H. ...
60
July 7

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF _____ } SS

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

personally appeared _____ and _____ 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.

Notary Public.

My Commission expires:

5578

RIGHT OF WAY GRANT

673

#37

The undersigned, Joe J. Gay

hereinafter referred to as Grantor, in consideration of the sum of _____ per rod, or the total sum of \$ 80.00 this day paid by MID-CONTINENT PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the right to locate, construct, lay, install, operate, inspect, maintain, repair, ~~construct, install, operate and maintain~~ a pipe line ~~and appurtenances~~ for the transportation of oil, petroleum products, gas or water, or either, over, through and upon the following described lands situated in the County of McCain State of Oklahoma, to wit:

2nd NE 1/4, Sec 22-5N-3W

35 ft Right of way
16 Rods length

Damage included

together with the right of unimpaird access to said pipe line or lines at all times, To Have and To Hold unto Grantee, its successors and assigns, forever; provided however, that if and when more than one pipe line is laid pursuant to this grant, ~~Grantee shall pay to Grantor the same value as that given stated in each separate title of pipe line.~~

Grantor shall have the right to fully use and enjoy the above described lands, subject to the rights herein granted; however, Grantor shall not build or create, or permit to be built or created, any structure or obstruction on or over said pipe line ~~or lines~~. Grantee shall bury said pipe line ~~where~~ where situated on lands cultivated for crops, to a depth sufficient so as not to interfere with the present manner and method of cultivation. Grantee shall pay to Grantor any actual damages to growing crops, pasture grasses and meadow grasses, situated on said lands, which result from Grantee's work or actions after starting operation of said pipe line or lines.

This agreement shall be deemed a covenant running with said lands and shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, devisees, legal representatives, successors and assigns; and the person securing this grant for Grantee is without authority to make any agreement not included herein; and the considerations above stated are the sole inducements for this agreement.

Dated and executed on this 4 day of October 1960
Joe J. Gay

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA }
COUNTY OF McCain } ss.

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 4 day of Oct, 1960, personally appeared Joe J. Gay, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as free 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 March 2, 1961
Joe J. Gay Notary Public.

STATE OF OKLAHOMA }
McCain COUNTY } ss.
Filed for record on the 3 day of Nov, A. D., 1960
at 9:15 o'clock A. M. Recorded in
Book 317 on Page 673
Theresa J. Pyles County Clerk
Lucille R. Rouse Deputy

5780

ROADWAY RIGHT-OF-WAY

#38

KNOW ALL MEN BY THESE PRESENTS:

THAT Joe T. Gay and Betty Gay, husband and wife

Lindsay, Oklahoma

of _____, State of _____, Grantors, whether one or more, in consideration

of the sum of One Hundred Fifty & 00/100 DOLLARS (\$ 150.00),

in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey unto GULF OIL CORPORATION

its successors and assigns, a roadway over the land hereinafter described and the right to construct, maintain and operate such roadway for the conveyance and transportation of its personnel, equipment and/or of its designated agents, the Grantee selecting the route upon, over and across the following described land, situate in the

County of McClain, State of Oklahoma, to-wit:

The East Half of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (E/2 SE/4 NE/4 NW/4) and the East Half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter (E/2 NE/4 SE/4 NW/4) of Section 22, Township 5 North, Range 3 West

The Grantee herein, its successors and assigns, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right-of-way of timber, and of ingress, egress, and regress to and from said tract of land for the purpose of repairing and maintaining said roadway.

The Grantor herein releases and waives all rights under and by virtue of the homestead and exemption laws of said State.

TO HAVE AND TO HOLD the said right-of-way unto the Grantee, its successors and assigns so long as same shall be useful for the purposes desired by said grantee, its successors and assigns.

It is understood and agreed that the person securing this right-of-way for said Grantee has no authority to make any agreement, covenant or promise in its behalf not herein specifically shown and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement for the execution hereof.

WITNESS the signatures of Grantors this 12th day of November, 1960.

Joe T. Gay
Joe T. Gay
Betty Gay
Betty Gay
GRANTORS

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF Oklahoma }
COUNTY OF Garvin } ss. All States (except Kentucky)

On this 12th day of November, 1960, before me, a Notary Public in and for said County and State, personally appeared Joe T. Gay and Betty Gay, his wife

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

WITNESS my hand and official seal the day and year above written.
My commission expires Feb. 25, 1962

Katherine Williams
Notary Public

STATE OF OKLAHOMA }
McCLAIN COUNTY } ss.
Filed for record on this 21 day of NOV. A. D., 1960
at 8:30 o'clock A. M. Recorded in
Book 319, on page 85.
Reginald J. Rife
County Clerk
Dwight

#39

THE UNDERSIGNED, Joe T. Gray

Joe T. Gray

~~his wife~~, hereinafter referred to as "GRANTOR", whether one or more) for and in consideration of the sum of \$ in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through, under and across the following described lands located in McClain County, State of OKla., to-wit:

N2 NW1/4 of Sec. 22 - 5N - 3W, 18 rods long + 35 ft. wide

STATE OF OKLAHOMA }
McCLAIN COUNTY } ss
Filed for record on the
... 7 day of Jan ... A. D., 1961,
at 8:20 o'clock 4 M. Recorded in
Book 322 on Page 321
Clarence J. Blythe
County Clerk
By Joe T. Gray
County

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

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

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

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

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

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

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

Executed this 17th day of Jan, 1961

Joe T. Gray

STATE OF Oklahoma }
COUNTY OF McClain } ss.

Before me, a Notary Public in and for said county and state, on this 17th day of January, 1961, personally appeared Joe T. Gray 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 and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.
My commission expires: 2-27-63

Walter K. Sawyer
Notary Public

R/W #1165-BA

#40

L. L. No. AFE-80797

Draft No. 1675

RIGHT OF WAY

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 to locate, install, maintain, operate, repair, replace, and appurtenances thereto, including~~ ~~the right 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 em & Calain County, State of Oklahoma, to-wit:

*E/2 NW/4
Right of way shall be 40 ft in width
across above described land. Right of way
shall be 25 Rods.*

of Section 22, Township 5N, 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~~. 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 _____ 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.

Dated this 15th day of June, 1964
John T. Gray
Betty Gray

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF _____ } SS

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

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

My Commission expires: _____

Notary Public.

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF McCain } SS

Before me, a Notary Public, in and for said county and State, on this 15th day of June, 1961, personally appeared Joe J. Gay and Betty Gay, 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.

H.D. Sample
Notary Public.

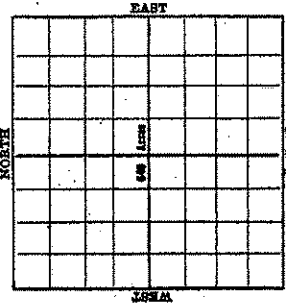
My Commission expires: My Commission Expires June 1st, 1964

2692

Series _____ Line No. _____
RIGHT OF WAY
From _____
Joe J. Gay

To Wanna Bel. Gay, et al
STATE OF OKLAHOMA } SS
McCain COUNTY }
Line 23 day of June, A. D., 1961
at Block 20 recorded in
Book 227 on Page 197
Length _____ Rods
By H.D. Sample Notary Public

SEC. 22 TWP. 37 N. RANGE 3 W.



Wanna Bel. Gay
O. O. Bell 1979
Index 2

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF _____ } SS

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

Notary Public.

My Commission expires: _____

RIGHT OF WAY

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 site 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 M^cClain County, State of Oklahoma, to-wit:

NW/4 NE/4
Right of way shall not exceed 40ft in width across the above described land and said Right of way shall be 4 1/2 Rods in length

of Section 22 Township 5N 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. 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 _____ per lineal rod shall be paid for each line constructed after the first one.~~ 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.

Dated this 15th day of June 1961
Joe L. Day
Betty Day

496

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF

SS

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

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

My Commission expires:

Notary Public.

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

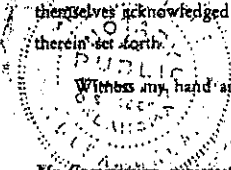
STATE OF OKLAHOMA

COUNTY OF McClain

SS

Before me, a Notary Public, in and for said county and State, on this 15th day of June, 1961, personally appeared Joe J. Gay and Betty Gay, 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.



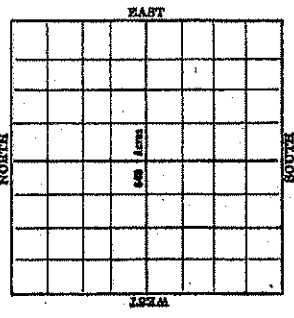
Joe J. Gay
Notary Public.

My Commission expires: My Commission Expires June 1st, 1964

2693

Series _____
Line No. _____
RIGHT OF WAY
From _____
To _____
STATE OF OKLAHOMA }
McCLAIN COUNTY } SS
Filed for record on the _____
at _____ day of _____ A. D., 1961
at _____ Book 227 M. Recorded in
Line _____ on Page 493
By Joe J. Gay Notary Public
Deputy _____
Length _____ Rods _____

SEC 22 TWP 5N RANGE 34



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF

SS

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

My Commission expires:

Notary Public.

2693

4423

P.WFC 387-B
Form C—Okla.

L. L. No. 34-4-22-5-3

Draft No. 3188

#42

RIGHT OF WAY

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 course 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 M=Clair ... County, State of Oklahoma, to-wit:

N/2 NW/4 Sec 4

of Section 22, Township JH, 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~~. 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 thereunder an additional consideration of the rate of _____ 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.

Dated this 19th day of September, 1962
Joe T. Day
Betty Craft

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA }
COUNTY OF } SS

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

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

Notary Public.

My Commission expires:

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

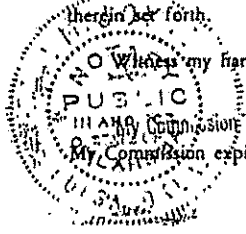
STATE OF OKLAHOMA }
COUNTY OF } SS

Before me, a Notary Public, in and for said county and State, on this 19th day of September, 1962,
personally appeared Joe T. Gay and Betty Gay
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.

My Commission Expires February 2, 1966
My Commission expires:

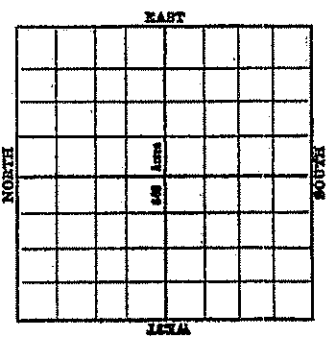
Joe T. Gay
Notary Public.



4423

Series _____ Line No. _____
RIGHT OF WAY
To _____
STATE OF OKLAHOMA }
MCGRAW COUNTY } SS
Filed for record on the _____
at _____ A. M. Recorded in
Book _____ on Page _____
Line _____
Length _____ Rods _____

SEC. 22 TWP. 5 N. RANGE 30 E.



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA }
COUNTY OF } SS

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

Notary Public.

My Commission expires:

Joe T. Gay
P.O. Box 1589
Tulsa, Okla.

163

RIGHT OF WAY GRANT

113

The undersigned, Joe J. Gay and Betty Jean Gay

hereinafter referred to as Grantor, in consideration of the sum of 22.25 per rod, or the total sum of \$22500, this day paid by MID-CONTINENT PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the right to locate, construct, lay, install, operate, inspect, maintain, repair, ~~change the location, replace and remove, in whole or in part, a pipe line~~ ~~and other appurtenances as may be necessary to the operation of said~~, with the right together with ~~to install and bury under surface of the ground below plow depth metallic anodes and other devices for the control of pipe line corrosion, over, through and upon the following described lands situated in the County of~~ McCain State of Oklahoma, to wit

13-11-67

1/2 SW 1/4, SE 1/4, Sec 22 - T. 34

STATE OF OKLAHOMA) ss
MCCAIN COUNTY)
Filed for record on the
11 day of Jan A.D., 1967
at 10:30 o'clock A. M. Recorded in
Book 430 on Page 27
James P. Bybee
County Clerk
By J. J. [Signature] Deputy

together with the right of unimpaired access to said pipe line or lines at all times, To Have and To Hold unto Grantee, its successors and assigns, forever; ~~provided that the grantor shall not be bound to pay for the cost of any pipe line or lines to be laid pursuant to this grant, nor shall the grantor be bound to pay for the cost of any such additional pipe line~~ 12-4-67

Grantor shall have the right to fully use and enjoy the above described lands, subject to the rights herein granted, however, Grantor shall not build or create, or permit to be built or created, any structure or obstruction on or over said pipe line or lines. Grantee shall bury said pipe line or lines, where situated on lands cultivated for crops, to a depth sufficient so as not to interfere with the present manner and method of cultivation. Grantee shall pay to Grantor any actual damages to growing crops, pasture grasses and meadow grasses, situated on said lands, which result from Grantee's work or actions after starting operation of said pipe line or lines.

This agreement shall be deemed a covenant running with said lands and shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, devisees, legal representatives, successors and assigns, and the person securing this grant for Grantee is without authority to make any agreement not included herein, and the considerations above stated are the sole inducements for this agreement.

Dated and executed on this 11 day of December 1967
Joe J. Gay
Betty Jean Gay

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA,
COUNTY OF McCain) ss
Before me, the undersigned, a Notary Public within and for the above named County and State, on this 11 day of December, 1967, personally appeared Joe J. Gay and Betty Jean Gay 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.

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

My Commission Expires March 21, 1968 John [Signature] Notary Public
497533 Authority No 7698 Draft No



RIGHT OF WAY AGREEMENT

#214

THE UNDERSIGNED, J. T. GAY

and Betty Gay his wife, (hereinafter referred to

as "GRANTOR" whether one or more) for and in consideration of the sum of \$ 104,000, in hand paid by SUN OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUN OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through, under and across the following described lands

located in McCain County, State of OKLA, to-wit:

N 1/2 of SW 1/4 of SE 1/4 Section 22, T5N R3W

20 rods right of way.

STATE OF OKLAHOMA } ss
McCain COUNTY

Filed for record on the
13 day of July A. D. 1970
at 8:40 o'clock P. M., Recorded in
Book 428 on page 56
J. S. H. Ellis
County Clerk
By J. T. Gay Deputy

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

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

Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional consideration of 20 cents per lineal rod for each additional pipe-line or lines so laid after the initial pipe line, and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipe line or lines. In the event more than one additional pipe lines are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

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

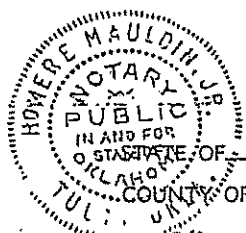
All pipe lines shall be laid upon a route selected by the GRANTEE, its successors or assigns, and shall, at the request of GRANTOR, be buried below plow depth.

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

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

Executed this 20th day of May, 1970

Joe T. Gay
Betty Gay



Notary Public, State of Oklahoma, County of McCain ss.

Before me, a Notary Public in and for said county and state, on this 20th day of May, 1970, personally appeared J. T. Gay and Betty Gay, 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.

My commission expires: 12-12-1973
Homer E. Mauldin
Notary Public

#45

3766

SURFACE LEASE, TANK BATTERY
SITE

THIS LEASE, made and entered into this 18 day of July, 1974, by and between JOE T. GAY and BETTY J. GAY, husband and wife, surface owners, hereinafter called Lessors, and SUN OIL COMPANY (DELAWARE), Operator of the North Payne Hunton Unit, hereinafter called Lessee;

WITNESSETH:

That Lessors, owners of the surface of the West Half of the Northeast Quarter ($W\frac{1}{2} NE\frac{1}{4}$) of Section 22, Township 5 North, Range 3 West, McClain County, Oklahoma, for and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00), cash in hand paid to Lessors, the receipt and sufficiency of which is hereby acknowledged, which sum is the consideration for this agreement and the rental for the term hereof, do hereby demise, lease and let unto Lessee, its successors and assigns, the following described property situated in McClain County, Oklahoma, to wit:

A tract of land in the form of a square, the sides of which are 208.71 feet in length, with the North side of said tract of land being 238.72 feet South of the North Line of the $W\frac{1}{2} NE\frac{1}{4}$ of said Section 22, and the West side of said tract of land being 230.98 feet East of the West Line of the $W\frac{1}{2} NE\frac{1}{4}$ of said Section 22, all in Township 5 North, Range 3 West.

TO HAVE AND TO HOLD unto Lessee, its successors and assigns, for the term, for the uses and purposes, and subject to the covenants, conditions and stipulations hereinafter set forth.

It is hereby agreed by, and between the parties hereto, as follows:

1. Lessee, for the purpose of handling and transporting oil, gas, and/or water from oil and gas leases in the area, shall have the right to construct, maintain, operate and use tanks, tank batteries and such other buildings and structures, equipment or improvements as Lessee may deem necessary or desirable on the above described land, the right to build, construct, lay, re-lay, maintain, use and operate pipe line or lines and roads over, through and across said land; it being the intent of the parties that Lessee shall have the full, free and exclusive use of the surface of said land and premises during the term of this lease, together with the right of ingress and egress to and from said land, using present existing roads.

2. It is understood and agreed that all tanks, buildings, structures, pipe lines, material, equipment and any improvements placed upon the above described leased premises by Lessee, its successors and assigns, under the terms and provisions of this lease agreement, shall be and remain the property of Lessee, and upon the termination of this lease agreement, Lessee shall have a reasonable time thereafter

\$1,415.51

within which to remove the same. It is further understood and agreed that Lessee, upon the termination of this lease agreement, or within a reasonable time thereafter, shall restore the above described leased premises as nearly as reasonably possible to its condition before said improvements were placed thereon.

3. Lessors agree to pay the ad valorem taxes on the above described leased premises, and Lessee shall pay all taxes assessed against any structures, material and equipment placed thereon by Lessee.

4. The term of this lease agreement shall extend for as long as the same is needed or desired by Lessee, its successors and assigns, or until the termination of the North Payne Hunton Unit, whichever comes first.

5. This lease agreement, and all of the terms and provisions hereof, shall extend to and be binding upon the heirs, devisees, executors, administrators, representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day, month and year first above written.

LESSORS:

Joe T. Gay
JOE T. GAY
Betty J. Gay
BETTY J. GAY

LESSEE:

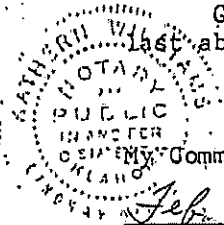
SUN OIL COMPANY (DELAWARE)

By V. L. Edwards Attorney in Fact.

STATE OF OKLAHOMA)
 Sawin) ss.
COUNTY OF ~~OSAGE~~)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 18th day of July, 1974, personally appeared JOE T. GAY and BETTY J. GAY, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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



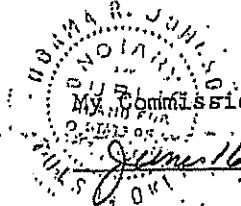
Katherine Williams
Notary Public.

My Commission Expires:
Feb 25, 1978

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 21st day of July, 1974, personally appeared V. L. Smith, to me known to be the identical person who executed the within and foregoing instrument on behalf of SUN OIL COMPANY (DELAWARE), as its ATTORNEY IN FACT, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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



Darma R. Johnson
Notary Public.

My Commission Expires:
June 16, 1976

STATE OF OKLAHOMA) ss
McCLAIN COUNTY)

Filed for record on the
... day of Aug, A. D., 19 74.
at 10:00 o'clock A.M. Recorded in
Book 525 on page 239.
William A. Warren County Clerk
By William A. Warren Deputy

ORIGINAL PAPERS

BOOK 625 PAGE 284

1:123

#415

AMENDMENT TO SURFACE LEASE, TANK BATTERY SITE

WHEREAS, under date of July 18, 1974, JOE T. GAY and BETTY J. GAY, husband and wife, whose mailing address is R12 L.S. 554 OMA 73052, as Lessors, and SUN OIL COMPANY (DELAWARE), whose mailing address is P.O. Box 2880, Dallas, Texas 75221, as Lessee, entered into a Surface Lease, Tank Battery Site agreement pertaining to land within a portion of the W 1/2 NE 1/4 of Section 22, Township 5 North, Range 3 West, McClain County, Oklahoma, which agreement is recorded in Book 525, at Pages 639 to 641, inclusive, of the records of McClain County, Oklahoma; and

WHEREAS, the undersigned parties desire to amend the above described Surface Lease, Tank Battery Site by deleting the land description contained therein and substituting therefore, effective as of July 18, 1974, the land hereinafter described.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby agree that the above described Surface Lease, Tank Battery Site is hereby amended by deleting the land description contained therein and substituting therefore, effective as of July 18, 1974, the following described land, to wit:

A tract of fenced land in the form of a rectangle, the sides of which are 178.80 feet in length on the NORTH and SOUTH sides, and 226.30 feet in length on the EAST and WEST sides, with the NORTH side of said tract of land being 346.00 feet South of the North Line of the W 1/2 NE 1/4 of Section 22, and the WEST side of said tract of land being 249.00 feet East of the West Line of the W 1/2 NE 1/4 of Section 22, all in Township 5 North, Range 3 West, McClain County, Oklahoma, and containing 0.93 acres, more or less; all as more particularly shown on the plat attached hereto and made a part hereof, as Exhibit "A".

The undersigned parties, for the same consideration recited above, hereby further agree that, except as amended hereby, the above described Surface Lease, Tank Battery Site is, and shall remain, in full force and effect according to its terms and provisions.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment this 14th day of February, 1979.

LESSORS:

Handwritten signature of Joe T. Gay over a horizontal line.

Joe T. Gay

Handwritten signature of Betty J. Gay over a horizontal line.

Betty J. Gay

LESSEE:

SUN OIL COMPANY (DELAWARE)

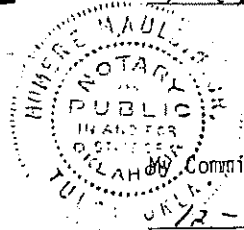
BY: [Handwritten signature] Agent and Attorney-in-Fact

STATE OF OKLAHOMA, County of McClain, ss. I, [Signature], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as recorded in Book 625 on page 284. My commission expires on the 19th day of March, A.D. 1979.

SL 041551

STATE OF OKLAHOMA }
COUNTY OF GARVIA } ss.

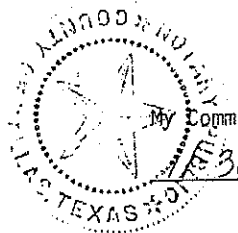
The foregoing instrument was acknowledged before me this 14th day of Feb, 1979, by JOE T. GAY and BETTY J. GAY, husband and wife.



Homer E. Maulding
Notary Public

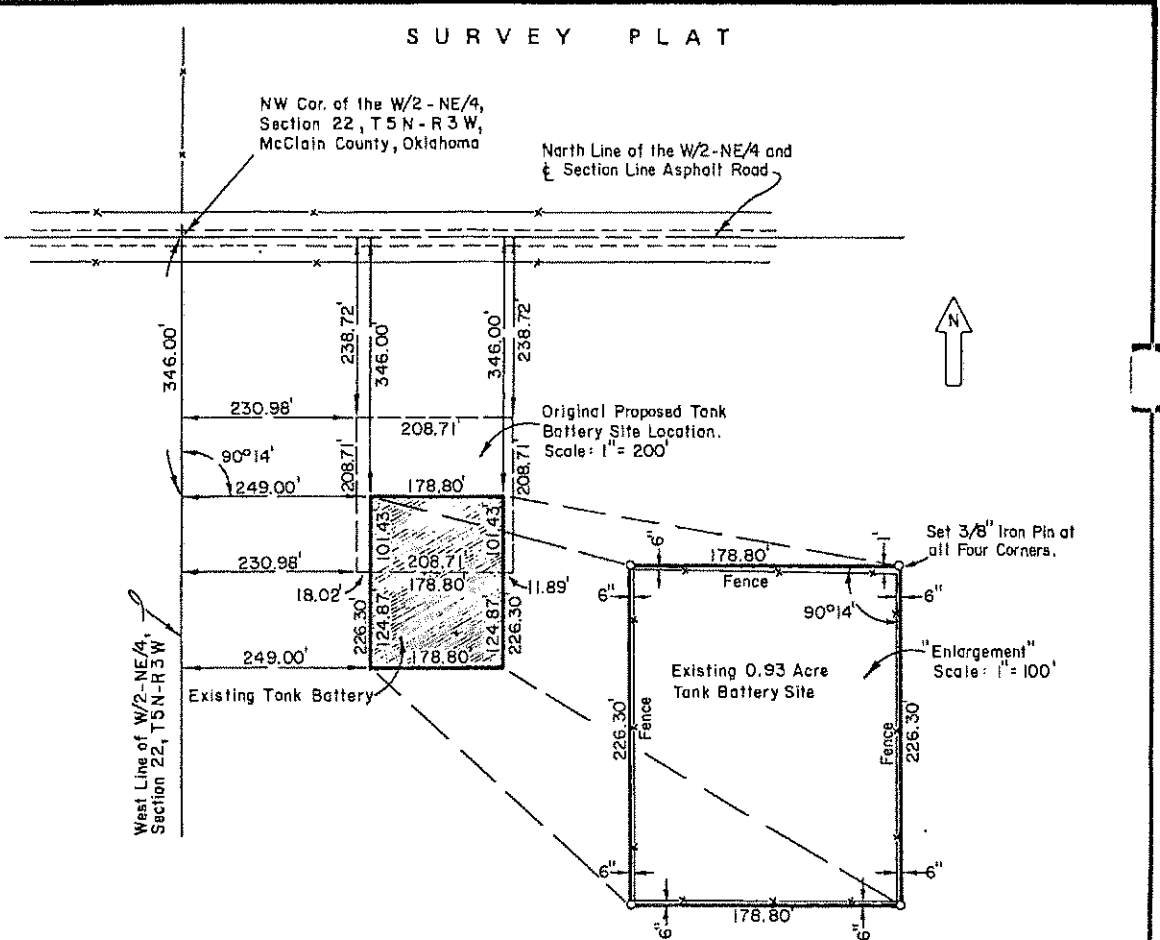
STATE OF TEXAS }
COUNTY OF DALLAS } ss.

The foregoing instrument was acknowledged before me this 20th day of February, 1979, by Glen Burroughs, as AGENT AND ATTORNEY-IN-FACT of SUN OIL COMPANY (DELAWARE), a Delaware corporation, on behalf of the corporation.



Kathleen Johnson
Notary Public

SURVEY PLAT



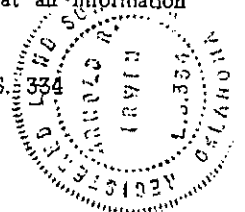
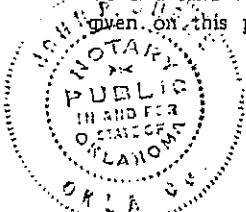
SUN OIL COMPANY :
 LOCATION SURVEY OF AN EXISTING TANK BATTERY SITE IN THE NORTH PAYNE HUNTON UNIT IN THE WEST 1/2 OF THE NE/4 OF SECTION 22, T 5 N-R 3 W I.M., McCLAIN COUNTY, OKLAHOMA.

EXISTING TANK BATTERY DESCRIBED AS FOLLOWS :

A tract of fenced land in the form of a rectangle, the sides of which are 178.80 feet in length on the NORTH and SOUTH sides, and 226.30 feet in length on the EAST and WEST sides, with the NORTH side of said tract of land being 346.00 feet South of the North Line of the W 1/2- NE/4 of Section 22, and the WEST side of said tract of land being 249.00 feet East of the West Line of the W 1/2- NE/4 of Section 22, all in Township 5 North, Range 3 West, McClain County, Oklahoma, and containing 0.93 acres more or less.

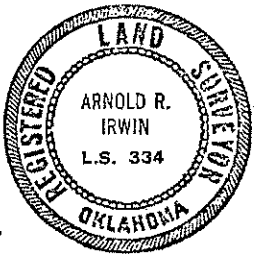
I Arnold R. Irwin, a Registered Land Surveyor of the State of Oklahoma, did make a land survey of the land described on this plat. I certify that all information given on this plat is true and correct to the best of my knowledge.

Arnold R. Irwin L. S. 334



Subscribed and sworn to before me, the undersigned, a notary public in and for the state of Oklahoma this 31st day of January, 1977.

My commission expires July 31, 1982
John P. Burk
 Notary Public



ARNOLD R. IRWIN
 REGISTERED LAND SURVEYOR
 P. O. Box 56
 Mustang, OK 73064
 376-4141 Office 376-2865 Home

3324

546 228

#46

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Joe T. Gay hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by, RURAL WATER DISTRICT No. 8, McClain County, Oklahoma, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove: a pipeline for transportation of water over and across the following land owned by Grantor in McClain County, State of Oklahoma: North $\frac{1}{2}$ North $\frac{1}{2}$ NW NE and North $\frac{1}{2}$ North $\frac{1}{2}$ North $\frac{1}{2}$ NW and West $\frac{1}{2}$ West $\frac{1}{2}$ NW NW Section 22, 5N-3W.

together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, to be located across said land as follows:

Along North and West sides, center line of easement to be 10 feet South of South right-of-way line of road and East of East right-of-way line of road.

No construction on this site while there is a growing crop.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 18 day of March, 1925.

Joe T. Gay
STATE OF OKLAHOMA, SS
McCLAIN COUNTY

Shaw McClain
WITNESS

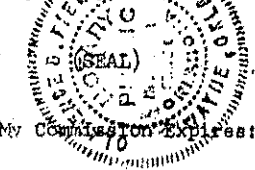
Filed for record on the 14 day of July, A. D. 1925
at 11 o'clock A.M. Recorded in
Book 246 on page 228
Jimmelline Collins, County Clerk
By _____ Deputy
Return to: _____

STATE OF OKLAHOMA
COUNTY OF GARVIN, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 18 day of March, 1925, personally appeared Joe T. Gay

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.



Charles R. Stubbs
NOTARY PUBLIC

R. J. ...
...
...

#47

13625

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS: That Joe T. Gay

9-4-81
consideration of the sum of \$10,000.00 *OG&IC*, hereinafter called "Grantor", whether one or more, for and in receipt of which is hereby acknowledged, does hereby grant and convey unto Mid-Continent Pipeline Company, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to locate, lay, install, operate, inspect, alter, maintain, ~~repair, change the size of, replace and remove, in whole or in part,~~ a pipeline for the transportation of oil, petroleum products, water or other fluids and substances, at a location and on a route to be selected by Grantee on, over, and through, with ingress and egress to and from the following described land in McCurtain County, Oklahoma
to-wit:

NW/4 NE/4 Section 22 T5N R3W

Includes a 30ft. x 30ft. pump station site *JTG 9-4-81*

together with valves, fittings, meters, corrosion control and protection equipment, and pipeline markers, and the right of unimpeded access at all times over and across the above described land, ~~and any adjoining lands~~ owned by Grantor, to the easement granted herein and said pipeline and facilities. The easement and right of way granted herein shall be a width of 25 feet on each side of the first pipeline to be installed in the ground. Grantee has the right to use such additional land as temporary work space as Grantee determines necessary in the exercise of the rights granted herein.

9-4-81
Grantee shall have the right pursuant to this grant to install and utilize additional pipelines within the easement and rights granted herein, and all rights and obligations herein apply to such additional pipelines, provided however, that if more than one pipeline is laid pursuant to this grant, Grantee shall pay to Grantor the sum equal to the above stated amount for each such additional pipeline, and such additional pipelines shall be laid as nearly parallel and as close as practicable to the first pipeline installed hereunder. As used in this grant the word "pipeline" includes and applies to additional pipelines where applicable.

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

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

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

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

WITNESS the signature _____ of grantor _____ this the 4th day of September A.D. 1981.

x Joe T. Gay

"Grantor"

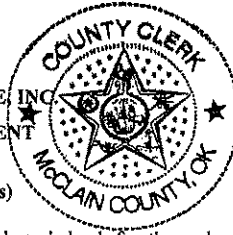
By

Authority No.

Draft No.

I-2011-006489 Book 2014 Pg: 399
07/14/2011 8:00 am Page(s) 399-400
Fee: \$ 15.00 Doc: \$ 0.00
Phyllis Bennett - McClain County Clerk
State of Oklahoma

RURAL ELECTRIC COOPERATIVE, INC.
ELECTRICAL UTILITY EASEMENT



Return to: KE, Deputy
REC

#418

KNOW ALL MEN BY THESE PRESENTS: The undersigned owner(s)

for a good and valuable consideration, the receipt of which is hereby acknowledged, for themselves, their heirs, successors and assigns, do hereby grant unto RURAL ELECTRIC COOPERATIVE, INC., a corporation, herein called REC, P.O. Box 609, Lindsay, Oklahoma, 73052, and its successors and assigns, an electrical utility easement under and across, and the right to enter and exit the lands of owner(s) situated in McClain County, Oklahoma, more particularly described by legal description below:

Southwest 1/4 of Section 22, Township 5N, Range 3 West.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all street, road or highway right-of-ways abutting said lands an electric distribution line or system whether above ground or below ground, and to cut, trim and/or kill trees, brush and other vegetation or to use or apply ecologically accepted means and products to kill trees and brush to the extent necessary to keep such growth clear of said electric line or system and from interfering with the operation or maintenance of said lines or related equipment and to cut down trees that are alive or dead which are weak, leaning or in such condition or position, whether below the lines or not, that could strike the lines, wires, poles and/or pole attachments or to interfere with the use of the easement by the REC. The parties recognize that continuing rights of the REC to clear around the lines, poles, guy wires, and anchors, is necessary and desirable to meet the obligations of REC and for the safety and best interest of the owners, the public and REC, its employees and agents.

It is further agreed and understood that REC will construct and maintain said electrical utility lines in compliance with the directives of the Rural Utility Services Administration and under Rules and Regulations of State and Federal Governmental bodies, agencies and commissions having authority over REC, but that REC will use said easement in such a manner as to minimize the interference to the use of the land of owner not inconsistent with this easement.

Those who have signed this Agreement as Owner covenant that they are the owners of the above described lands and that they have the right and authority to authorize and consent to the continued maintenance of the easement as herein set out.

The Owner shall hold harmless REC from all claims whatsoever nature or kind arising out of or as a result of any act in connection with the performance of the rights of REC under this easement.

Entry on and exit from the property is hereby granted to allow REC to inspect, construct and maintain poles, lines and structures; add, replace or re-space poles; add, replace or re-space wires and structures, both now and in the future, and to have access to and egress from the initial line and any changes to it as long as this easement is in effect.

In order to exercise the rights granted it, Rural Electric cooperative, Inc. its successors and assigns, shall have access to and along the lines constructed or laid pursuant to this easement over an area approximately one rod wide on each side of a centerline which runs between the poles upon which said lines are constructed or on each side of the line buried under this easement.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words in the masculine gender shall be construed to read in the feminine gender.

Dated this 30 day of July, 2010.

LANDOWNERS

M. James Mills
Husband (Print Name)

M. James Mills
Signature

Michelle Mills
Wife (Print Name)

Michelle Mills
Signature

Gina C. Beam
REC Representative (Print Name/Title)

Gina C. Beam
Signature

Work Order # 2947 Map # Ok-22-019 Date 30, July 2010

State of Oklahoma, County of: Haven

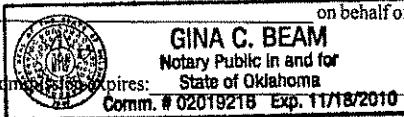
The foregoing instrument was acknowledged before me this 30 day of July, 2010.

by: _____

by: M. James Mills and Michelle Mills, husband and wife

by: _____, President of _____ on behalf of said corporation.

Gina C. Beam
Notary Public



My commission expires: _____

2021 Notary Public Term Expires 12/31/2021
Pam Boller - McClain County Clerk
State of Oklahoma

REC



#49

**RURAL ELECTRIC COOPERATIVE, INC.
ELECTRICAL UTILITY EASEMENT**

KNOW ALL PEOPLE BY THESE PRESENTS: The undersigned owner(s), for a good and valuable consideration, the receipt of which is hereby acknowledged, for themselves, their heirs, successors and assigns, do hereby grant unto RURAL ELECTRIC COOPERATIVE, INC., a corporation, herein called REC, P.O. Box 609, Lindsay, Oklahoma, 73052, and its successors and assigns, an electrical utility easement under and across, and the right to enter and exit the lands of owner(s) situated in McClain County, Oklahoma, more particularly described by legal description below:

See Attachment

and to place, construct, operate, repair, maintain, relocate and replace an electric distribution line and associated equipment, whether above ground or below ground, and access is hereby granted to allow REC to inspect, construct and maintain poles, lines and structures; add, replace or re-space poles; add, replace or re-space wires and structures, both now and in the future, and to have access to and egress from the initial line and any changes to it as long as this easement is in effect.

In order to exercise the rights granted it, Rural Electric Cooperative, Inc. its successors and assigns, shall have access to and along the lines constructed or laid pursuant to this easement over an area 20 feet (6.10 meters) on each side of a centerline which runs between the poles upon which said lines are constructed or on each side of the line buried under this easement. Within the above-defined width, REC shall have the right to cut, trim, and/or remove trees, brush and other vegetation or to use or apply industry-accepted means and products to kill trees and brush and maintain a clear area across the full width of the easement. REC shall also have the right to cut or remove trees that are alive or dead which are weak, leaning or in such condition or position, whether below the lines or not, that could strike the lines, wires, poles and/or pole attachments or to interfere with the use of the easement by REC. The parties recognize that continuing rights of REC to clear around the lines, poles, guy wires, and anchors, is necessary and desirable to meet the obligations of REC and for the safety and best interest of the owners, the public, and REC and its employees and agents.

Abstractor's Note:
unable to determine exact location

It is further agreed and understood that REC will construct and maintain said electric utility lines in compliance with the directives of the Rural Utilities Service and under Rules and Regulations of State and Federal Governmental bodies, agencies and commissions having authority over REC, but that REC will use said easement in such a manner as to minimize the interference to the use of the land of the owner not inconsistent with this easement.

Those who have signed this Easement as Owner declare that they are the owners of the above described lands and that they have the right and authority to authorize and consent to the continued maintenance of this Easement as herein set out. The Owner shall not intentionally cause or promote the growth of trees or other vegetation that may interfere with the rights granted in this easement, or unduly restrict access by REC personnel or its agents. The Owner further agrees not to construct buildings or other structures that violate the clearance requirements imposed by the National Electrical Safety Code or other governing bodies having jurisdiction over REC, otherwise the Owner agrees to bear the cost of modifications to the line to maintain said clearances.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words in the masculine gender shall be construed to read in the feminine gender.

Dated this 8 day of November, 2019.

LANDOWNERS

Foster Johnston
Landowner (Print Name, or authorized agent)

Foster Johnston
Signature

Heather Johnston
Landowner (Print Name, or authorized agent)

Heather Johnston
Signature

Perry A. Hottel, Staking Engineer
REC Representative (Print Name/Title)

Perry A. Hottel
Signature

Work Order # 10834 Map # 06-22-021

DATE: November 8th 2019

State of Oklahoma, County of: McClain

The foregoing instrument was acknowledged before me this 8 day of November, 2019

by: Foster and Heather Johnston, Landowners (Print Name/Title)

Perry A. Hottel
Notary Public My commission expires: Nov. 08 2020



Filed by
McClain
County Clerk
Book 2684
Page 167
Date 3/3/2021
Time: 8:00 a.m.

145

RIGHT OF WAY GRANT

5581

#50

The undersigned, Earl Swainey

hereafter referred to as Grantor, in consideration of the sum of \$100.00 per rod, or the total sum of \$100.00 this day paid by MID-CONTINENT PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, (its successors and assigns, the right to locate, construct, lay, install, operate, inspect, maintain, repair, change the size of, replace and remove, in whole or in part, a pipe line or pipe lines for the transportation of oil, petroleum products, gas or water, or either, over, through and upon the following described lands situated in the County of McClain, State of Oklahoma, to wit:

E 1/4 NW Sec 22-5N-3W
Damages included

together with the right of unimpaired access to said pipe line or lines at all times, To Have and To Hold unto Grantee, its successors and assigns, forever; provided however, that if and when more than one pipe line is laid pursuant to this grant, Grantee shall pay to Grantor a sum equal to that above stated for each such additional pipe line.

Grantor shall have the right to fully use and enjoy the above described lands, subject to the rights herein granted; however, Grantor shall not build or create, or permit to be built or created, any structure or obstruction on or over said pipe line or lines. Grantee shall bury said pipe line or lines, where situated on lands cultivated for crops, to a depth sufficient so as not to interfere with the present manner and method of cultivation. Grantee shall pay to Grantor any actual damages to growing crops, pasture grasses and meadow grasses, situated on said lands, which result from Grantee's work or actions after starting operation of said pipe line or lines.

This agreement shall be deemed a covenant running with said lands and shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, devisees, legal representatives, successors and assigns; and the person securing this grant for Grantee is without authority to make any agreement not included herein; and the considerations above stated are the sole inducements for this agreement.

Dated and executed on this 4 day of October, 1960

Earl Swainey

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OKLAHOMA }
COUNTY OF McClain } ss.

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 4 day of October, 1960, personally appeared Earl Swainey, 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.

My Commission Expires March 15, 1962 Jack Lygon Notary Public.

STATE OF OKLAHOMA }
McCLAIN COUNTY } ss.
Filed for record on the 4-6014 Authority No. 2984 Draft No.
...3... day of ... Nov ... A. D., 1960
at ... 9:15 ... o'clock ... A. M. Recorded in
Book ... 317 ... on Page ... 676 ...
Edmond J. P. ... County Clerk
By ... Deputy

THE UNDERSIGNED

Joe T. Gray

#15

and *his wife*, (hereinafter referred to

as "GRANTOR", whether one or more) for and in consideration of the sum of \$

in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products, or water, on, over, through, under and across the following described lands located in McClain County,

State of Okla., to-wit:

N₂ NW₄ of Sec. 22 - 5N - 3W, 18 rods long + 35 ft. wide

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

Filed for record on the
... 7 ... day of ... Jan ... A. D., 1961,
at ... 8:20 ... o'clock ... 4 ... M. Recorded In
Book ... 322 ... on Page ... 321

By Joe T. Gray
County Clerk
By F. J. [Signature]
Deputy

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

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

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

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

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

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

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

Executed this 17th day of Jan, 1961.

Joe T. Gray

STATE OF Oklahoma
COUNTY OF McClain } SS.

Before me, a Notary Public in and for said county and state, on this 17th day of January, 1961, personally appeared Joe T. Gray

and his wife, 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.

I, the undersigned, a Notary Public for the State of Oklahoma, do hereby certify and seal the day and year last above written.

My commission expires: 2-27-63
Walter K. Lawyck
Notary Public

RIW #1165-BA

3324

546 228

#152

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

Joe T. Gay hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by,

RURAL WATER DISTRICT No. 8, McClain County, Oklahoma, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a pipeline for transportation of water over and across the following land owned by Grantor in McClain County, State of Oklahoma:

North 1/2 North 1/2 NW NE and North 1/2 North 1/2 North 1/2 NW and West 1/2 West 1/2 NW NW Section 22, 5N-3W.

together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, to be located across said land as follows:

Along North and West sides, center line of easement to be 10 feet South of South right-of-way line of road and East of East right-of-way line of road.

No construction on this site while there is a growing crop.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 18 day of March, 1975.

Joe T. Gay
STATE OF OKLAHOMA
McCLAIN COUNTY

Shirley M. Call
WITNESS

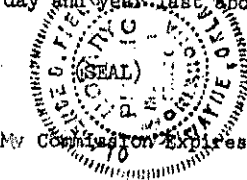
Filed for record on the 14 day of July, 1975, A. D. 1975
Book 346 on page 232
Jimmie Lee Collins, County Clerk

STATE OF OKLAHOMA
COUNTY OF GARVIN, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 18 day of March, 1975, personally appeared Joe T. Gay

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.



Shirley M. Call
NOTARY PUBLIC

Handwritten signatures and notes at the bottom right of the page.

My Commission Expires: Mar 30, 1978

Entered this the 6 day of October, 1950.

EUGENE RICE, Judge

UNITED STATES OF AMERICA }
EASTERN DISTRICT OF OKLAHOMA } SS

I, JOHN H. FUGH, Clerk of the United States District Court in and for the Eastern District of Oklahoma, do hereby certify that the annexed and foregoing is a true and full copy of the original Judgment on the Declaration of Taking, in Case No. 2812-Civil, U. S. A. v. Certain land in Garvin & McClain Counties, etc. now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Muskogee, Okla. this 6 day of October, A. D. 1950.

JOHN H. FUGH, Clerk
By DONNA L. WILLIAMS, Deputy Clerk

(SEAL)

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

This instrument was filed for record on the 6 day of December, A. D. 1950 at 10:30 o'clock A. M. and duly recorded in Book 190 on page 535.

ELEANOR JO PYBAS, County Clerk
By LOIS H. SMITH, Deputy.

No. 2931

11/16/50

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Petitioner

vs

NC. 2821 Civil

Certain Parcels of Land in McClain
County, Oklahoma, and L. G. BAKER,
et al,

FILED OCT. 23, 1950
JOHN H. FUGH, Clerk, U.S. District Court
By W.P.W., Deputy Clerk

Respondents

JUDGMENT ON THE DECLARATION OF TAKING

This day comes the petitioner, the UNITED STATES OF AMERICA, by CURTIS P. HARRIS, Trial Attorney for the Department of Justice, and moves the Court to enter a judgment vesting in the United States of America a perpetual easement for the erection, operation and maintenance of a line or lines of poles, towers, or other structures, wires, cables, and fixtures for the transmission of electric current, subject to existing easements for roads, railroads, canals, ditches, pipelines, telegraph lines, telephone lines and other electric lines; said easement to include the perpetual right to remove buildings and improvements, except fences, and except buildings and improvements appurtenant to the easements named hereinabove, and includes the perpetual right to cut down, remove and trim any trees that may interfere with or endanger said transmission line or lines or the maintenance or operation thereof; and the perpetual right to set the necessary guy and brace poles and anchors and to attach all necessary guy wires thereto, all as fully described in the Declaration of Taking and in the Petition for Condemnation filed herein.

Thereupon, the Court proceeded to hear and pass upon said motion, the Petition for Condemnation and Declaration of Taking, and finds that:

- (1) Each and all of the allegations in said Petition and Declaration of Taking are true, and the United States of America is entitled to acquire property by eminent domain for the purposes set forth in the petition;
- (2) In said Petition for Condemnation and Declaration of Taking a statement of the authority under which, and the public use for which said lands and estates therein were taken is set forth;
- (3) The Petition and Declaration of Taking were filed at the request of W. H. FLANERY, Acting Solicitor of the Department of the Interior of the United States, under authority delegated by the Secretary of the Interior of the United States, the person duly authorized by law to acquire the lands described in said documents for the purposes therein set forth, and at the direction of the Attorney General of the United States, the person authorized by law to direct the institution of such proceedings;
- (4) A proper description of the lands sought to be taken, sufficient for the condemnation; and a statement of the estate or interest in said lands taken for said public uses is set out therein;
- (5) A statement is contained in said Declaration of Taking of the sum of money estimated by the acquiring authority to be just compensation for the estate taken in said lands, in the total amount of One Thousand Nine Hundred Forty-Eight and 50/100 Dollars (\$1,948.50), and said sum of money was deposited in the Registry of this Court for the use and benefit of the persons entitled thereto, upon and at the time of the filing of said Declaration of Taking;
- (6) A statement is contained in said Declaration of Taking that the estimated amount of compensation for the taking of said property, in the opinion of W. H. FLANERY, Acting Solicitor of the Department of the Interior, will probably be within any limits prescribed by Congress on the price to be paid therefor;
- (7) And the Court, having fully considered the petition for condemnation, the Declaration of Taking, the Acts of Congress approved August 1, 1888 (25 Stat, 357), as

amended (40 U.S. C., 1946 ed., Supp. III, sec. 257); February 26, 1931 (46 Stat. 142; 40 U.S. C. 1946 ed., secs. 252a to 252e); and December 22, 1944 (58 Stat. 887), Section 5; and acts amendatory thereof or supplementary thereto; The Interior Department Appropriation Act, 1951 (Public Law 759, 81st Congress); Executive Order No. 9353, dated June 19, 1943; Executive Order No. 9366, dated July 30, 1943; and Executive Order No. 9373, dated August 30, 1943, and Acts or Executive Orders amendatory or supplementary thereto, is of the opinion that the United States of America was and is entitled to take said property and have the title thereto vested in it.

IT IS, THEREFORE, CONSIDERED BY THE COURT, AND IT IS THE ORDER, JUDGMENT AND DECREE OF THE COURT that a perpetual easement for the erection, operation and maintenance of a line or lines of poles, towers or other structures, wires, cables and fixtures, for the transmission of electric current, subject to existing easements for roads, railroads, canals, ditches, pipelines, telegraph lines, telephone lines and other electric lines; said easement to include the perpetual right to remove buildings and improvements except fences, and except buildings and improvements appurtenant to the easements named in the preceding clauses, and to include the perpetual right to cut down, remove and trim any trees that may interfere with or endanger said transmission line or lines, or the maintenance or operation thereof, and the perpetual right to set the necessary guy and brace poles and anchors and to attach all necessary guy wires thereto, was vested in the United States of America upon the filing of said Declaration of Taking, and depositing in the Registry of this Court of the said sum of One Thousand Nine Hundred Forty-Eight and 50/100 Dollars (\$1,948.50), and said lands are deemed to have been condemned and taken for the use of the United States, and the right to just compensation for the same thereby vested in the persons entitled thereto, the amount of said compensation to be ascertained and awarded in this proceeding and established by judgment herein, pursuant to law.

The lands are described as follows, to-wit:

TRACT NO. 1 (3102-212)
Perpetual Easement

A strip of land 100 feet in width in the NE $\frac{1}{2}$ NE $\frac{1}{2}$ of Sec. 28, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NE $\frac{1}{2}$ NE $\frac{1}{2}$ 456 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said NE $\frac{1}{2}$ NE $\frac{1}{2}$ 107 feet from the NW corner thereof.

TRACT NO. 2 (3102-213)
Perpetual Easement

A strip of land 100 feet in width in the NW $\frac{1}{2}$ NE $\frac{1}{2}$ of Sec. 28, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NW $\frac{1}{2}$ NE $\frac{1}{2}$ 107 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said NW $\frac{1}{2}$ NE $\frac{1}{2}$ 266 feet from the SW corner of the SE $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ of Sec. 21 thereof.

TRACT NO. 3 (3102-214)
Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ of Sec. 21, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said SE $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ 266 feet from the SW corner thereof, thence Northwesterly to a point in the West boundary of said SE $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ 68 feet from the said SW corner thereof.

TRACT NO. 4 (3102-215)
Perpetual Easement

A strip of land 100 feet in width in the SW $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ and the S $\frac{1}{2}$ SW $\frac{1}{2}$ of Sec. 21, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SW $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ 68 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said S $\frac{1}{2}$ SW $\frac{1}{2}$ 940 feet from the SW corner thereof.

TRACT NO. 5 (3102-216)
Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{2}$ SE $\frac{1}{2}$, the N $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ and the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{2}$ of Sec. 20, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SE $\frac{1}{2}$ SE $\frac{1}{2}$ 940 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{2}$ 345 feet from the NW corner thereof.

TRACT NO. 6 (3102-217)
Perpetual Easement

A strip of land 100 feet in width in the S $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$, the South 5 acres of N $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$ and the NW $\frac{1}{2}$ SW $\frac{1}{2}$ of Sec. 20, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said S $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$ 345 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said NW $\frac{1}{2}$ SW $\frac{1}{2}$ 293 feet from the NW corner thereof.

TRACT NO. 7 (3102-218)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ 293 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ 1122 feet from the said NE corner thereof.

TRACT NO. 8 (3102-219)

Perpetual Easement

A strip of land 100 feet in width in the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ 1122 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said S $\frac{1}{2}$ NE $\frac{1}{4}$ 397 feet from the SW corner thereof.

TRACT NO. 9 (3102-220)

Perpetual Easement

A strip of land 100 feet in width in the S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ 397 feet from the SE corner thereof, thence Northwesterly to a point in the North boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ 939 feet from the NE corner thereof.

TRACT NO. 10 (3102-221)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ of Lot 2 of Sec. 19, T5N., R3W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ 939 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said N $\frac{1}{2}$ of Lot 2 435 feet from the SW corner thereof.

TRACT NO. 11 (3102-222)

Perpetual Easement

A strip of land 100 feet in width in the E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ 212 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ 50 feet from the NW corner thereof.

TRACT NO. 12 (3102-223)

Perpetual Easement

A triangular tract of land in the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, described as follows, to-wit:

Beginning at the NE corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence South along East boundary a distance of 100 feet, thence Northwesterly to a point in the North boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ 380.3 feet from said NE corner thereof, thence East along said North boundary to point of beginning.

TRACT NO. 13 (3102-224)

Perpetual Easement

A strip of land 100 feet in width in the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ 190 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ 469 feet from the SW corner thereof.

TRACT NO. 14 (3102-225)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 24, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$ 469 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$ 130 feet from the NW corner thereof.

TRACT NO. 15 (3102-226)

Perpetual Easement

A strip of land 100 feet in width in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 23, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 130 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 475 feet from the said NE corner thereof.

TRACT NO. 16 (3102-227)

Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 14, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 475 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 237 feet from the SW corner thereof.

TRACT NO. 17 (3102-228)

Perpetual Easement

A strip of land 100 feet in width in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 14, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ 237 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ 403 feet from the NW corner thereof.

TRACT NO. 18 (3102-229)

Perpetual Easement

A strip of land 100 feet in width in the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 14, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 403 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ 63 feet from the NW corner thereof.

TRACT NO. 19 (3102-230)

Perpetual Easement

A strip of land 100 feet in width in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 63 feet from the NE corner thereof, thence Northwesterly to a point in the North boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 188 feet from the said NE corner thereof.

TRACT NO. 20 (3102-231)

Perpetual Easement

A strip of land 100 feet in width in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the South boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 188 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 295 feet from the SW corner thereof.

TRACT NO. 21 (3102-232)

Perpetual Easement

A strip of land 100 feet in width in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ 295 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ 500 feet from the NW corner thereof.

TRACT NO. 22 (3102-233)

Perpetual Easement

A strip of land 100 feet in width in the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ 500 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ 23 feet from the NW corner thereof.

TRACT NO. 23 (3102-234)

Perpetual Easement

A triangular tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 15, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, described as follows, to-wit:

Beginning at the SW corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence North along the West boundary a distance of 27 feet, thence Southeasterly to a point in the South boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ 94.9 feet from said SW corner, thence West along South boundary to point of beginning.

TRACT NO. 24 (3102-235)

Perpetual Easement

A strip of land 100 feet in width in the N½ NE¼ SE¼ and the SE¼ SE¼ NE¼ of Sec. 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said N½ NE¼ SE¼ 23 feet from the NE corner thereof, thence Northwesterly to a point in the West boundary of said SE¼ SE¼ NE¼ 152 feet from the SW corner thereof.

TRACT NO. 25 (3102-236)

Perpetual Easement

A strip of land 100 feet in width in the SW¼ SE¼ NE¼, the S¼ SW¼ NE¼ and the NW¼ SW¼ NE¼ of Section 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said SW¼ SE¼ NE¼ 152 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said NW¼ SW¼ NE¼ 729 feet from the SW corner of S¼ SW¼ NE¼ thereof.

TRACT NO. 26 (3102-237)

Perpetual Easement

A strip of land 100 feet in width in the E¼ SE¼ NW¼ of Sec. 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said E¼ SE¼ NW¼ 729 feet from the SE corner thereof, thence Northwesterly to a point in the West boundary of said E¼ SE¼ NW¼ 904 feet from the SW corner thereof.

TRACT NO. 27 (3102-238)

Perpetual Easement

A strip of land 100 feet in width in the W¼ SE¼ NW¼ of Sec. 16, T5N., R4W of the Indian Base and Meridian, McClain County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the East boundary of said W¼ SE¼ NW¼ 904 feet from the SE corner thereof, thence Northwesterly to a point which is 981 feet North and 290 feet West of the said SE corner thereof.

This cause is held open for such other and further orders, judgments and decrees as may be necessary.

Entered this the 23rd day of October, 1950.

EUGENE RICE, Judge

UNITED STATE OF AMERICA }
EASTERN DISTRICT OF OKLAHOMA } SS

I, JOHN H. PUGH, Clerk of the United States District Court in and for the Eastern District of Oklahoma, do hereby certify that the annexed and foregoing is a true and full copy of the original judgment on the Declaration of Taking, in Civil Action No. 2821, U. S.A. Vs. Certain Parcels of Land in McClain County, Okla. and L.G. BAKER, et al now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Muskogee, Oklahoma this 25th day of October, A.D. 1950.

JOHN H. PUGH, Clerk
By TOM McSPADDEN, Deputy Clerk

(SEAL)

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS

This instrument was filed for record on the 6 day of December, A. D. 1950 at 10:30 o'clock A. M., and duly recorded in Book 190, on page 539.

ELEANOR JO PYPAS, County Clerk

492

(ORDER BY NUMBER)

2594

Right of Way Grant--Pipeline

FOR AND IN CONSIDERATION OF Ten and more - - - DOLLARS (\$ 10.00),

to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Mustang Fuel Corp., Oklahoma City, Oklahoma a corporation, organized under the laws of the State of Oklahoma and duly authorized to transact business in the State of Oklahoma its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, ~~under such conditions and covenants as shall be hereinafter set forth~~ on, over, or through the following described lands, to-wit:

The South Half of Southwest Quarter and Southwest Quarter of Southwest Quarter of Southeast Quarter,

(Grantors reserve the right to purchase gas upon request at a rate comparable to the nearest city or town.)

(This Right of way is restricted to a width of 35 feet from the South line of this property.)

STATE OF OKLAHOMA }
McCLAIN COUNTY } SS
Filed for record on the 29 day of June A. D., 1962
at 8:50 o'clock A. M. Recorded in
Book 345 on Page 492
W. C. Gallaspy
County Clerk
By *[Signature]*
Deputy

of Section 21 Township 5N Range 3W in McClain County, State of Oklahoma

with ingress and egress to and from the same. The grantor, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinafter granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said

their heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantee.

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

WITNESS our hand s this 8th day of July A. D., 1960

Joe T. Gay
Joe T. Gay
Betty Gay
Betty Gay

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT—(Individual Form)

STATE OF Oklahoma }
COUNTY OF McClain } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 1960, personally appeared Joe T. Gay and Betty Gay, his wife, and

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

Given under my hand and seal of said County and State, this 8th day of July, 1960.

My commission expires July 1st, 1964 *W. C. Gallaspy* Notary Public.
W. C. Gallaspy

#54

2263

Form C-Okl.

Morgan Electric

Neary Duble

L. L. No. 34-11-22-53

Draft No. 5839

#55

RIGHT OF WAY

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, ~~and to use the right of way for the purpose of transporting 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~~ M^cClain County, State of Oklahoma, to-wit:

SE 1/4 NE 1/4 and
N 1/2 NE 1/4 SE 1/4 all in Sec 20-5N-3W
SW 1/4 NW 1/4 all in Sec 21-5N-3W

~~all sections~~ 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. Any 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.~~ 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.

Dated this 9th day of August, 1965

Joe L. Day
Betty Day

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA

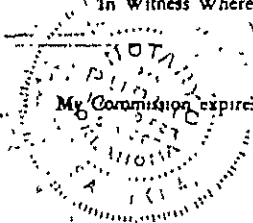
COUNTY OF McClellan } SS

Before me, a Notary Public, in and for said county and State, on this 9th day of August, 1965 personally appeared Joe T. Gay, 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.

J.H. Sample
Notary Public.

My Commission expires My Commission Expires June 1, 1968



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF _____ } SS

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

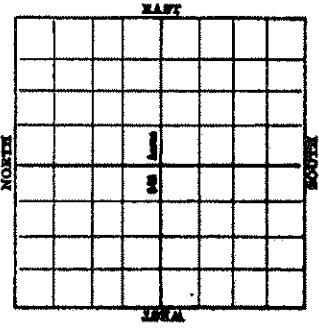
Notary Public.

My Commission expires:

Series 2263

Line No. _____
RIGHT OF WAY
From _____
To _____
C.C. of _____
Grantee _____
STATE OF OKLAHOMA } SS
McClellan County
Line 21 feet of 7th block of W. M. Recorded & Book 414 on Page 172. A.D. 1966
Length _____
Notes _____

SEC. 20, 21 TWP. 5 N. RANGE 3 W.



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

McClellan } SS

STATE OF Oklahoma
COUNTY OF McClellan } SS

ACKNOWLEDGMENT

Before me, J.H. Sample, a notary public in and for said County and State, on this 9th day of August, 1965, personally appeared Betty Gay and _____ to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

J.H. Sample
Notary Public.

My Commission expires My Commission Expires June 1, 1968

#56

KNOW ALL MEN BY THESE PRESENTS, that D. R. Street

~~Grantors~~, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by, Rural Water District Number Two, Garvin County, Oklahoma, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual essement with the right to construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove: a pipeline for transportation of water over and across the following land owned by Grantor in ~~Garvin~~ County, State of Oklahoma: McClain

W/2 SE SE, S/2 SW SE and S/2 SE SW of Section 21-5N-4W

together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, to be located across said land as follows:

Along South side, center line of Easement to be 10 feet North of North Right-of-Way line of road.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 14th day of March, 1974.

[Signature]

STATE OF OKLAHOMA } ss
McCLAIN COUNTY

Filed for record on the

5 day of April, D. 19 76

Book 558 on page 327

Recorded in

Jimmeline Collins, County Clerk

By _____ Deputy

Return to: _____

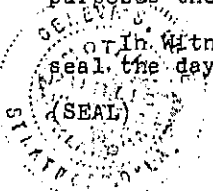
Witness

STATE OF OKLAHOMA
COUNTY OF GARVIN, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of March, 1974, personally appeared D. R. Street

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.



Geneva S. Muse
Notary Public

My commission expires: 2-16-1974

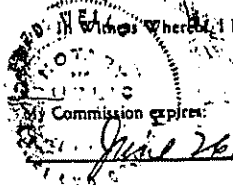
Return to: William George, Box 198
Route 11, Box 212, Okla. 73005

ACKNOWLEDGMENT—INDIVIDUAL
BOOK 1176 PAGE 65

STATE OF Oklahoma }
COUNTY OF Cleveland } SS

Before me, a Notary Public, in and for said county and State, on this 23rd day of February, 1987,
personally appeared Joe Ray, to me known to be the identical person who executed the
within and foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free and voluntary act
and deed for the uses and purposes therein set forth.

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



[Signature]
Notary Public

ACKNOWLEDGMENT—INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } SS

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

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

Notary Public.

My Commission expires:

Series _____ Line No. _____

RIGHT OF WAY

From _____ To _____

Line _____

Length _____ Rods _____

SEC. _____ TWP. _____ RANGE _____

ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF _____ }
COUNTY OF _____ } SS

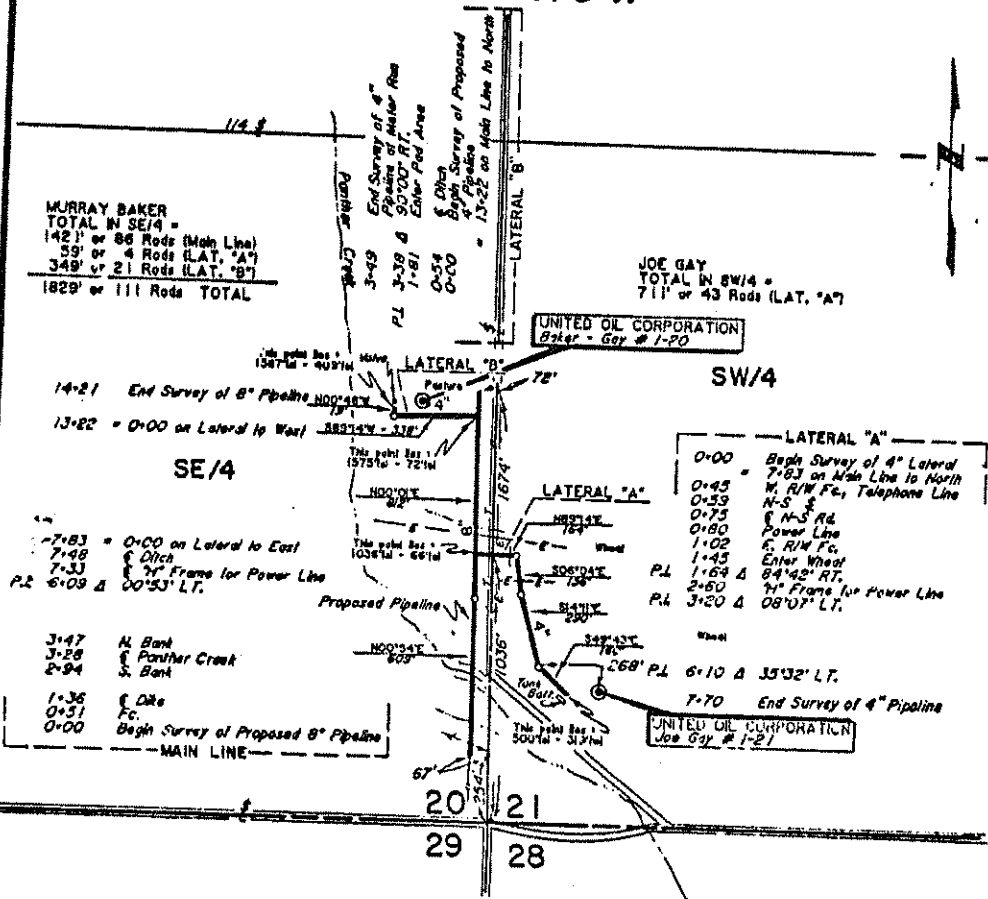
Before me, a Notary Public, in and for said county and State, on this _____ day of _____, 19____,
personally appeared _____ and _____
husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for
themselves acknowledged to me that they executed 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.

Notary Public

My Commission expires:

T5N - R3W



MURRAY BAKER
TOTAL IN SE 1/4 =
142' or 86 Rods (Main Line)
59' or 4 Rods (LAT. "A")
349' or 21 Rods (LAT. "B")
1829' or 111 Rods TOTAL

JOE GAY
TOTAL IN SW 1/4 =
711' or 43 Rods (LAT. "A")

UNITED OIL CORPORATION
Baker - Gay # 1-10

LATERAL "A"
0+00 Begin Survey of 4" Lateral
7+63 on Main Line to North
W. R/W Fc., Telephone Line
N-S &
0+75 N-S Rd.
0+80 Power Line
E. R/W Fc.
1+02 Enter Wheel
1+45 84'42" RT.
2+60 1/2" Frame for Power Line
P.L. 3+20 & 08'07" L.T.

SE 1/4
14+21 End Survey of 8" Pipeline
13+82 = 0+00 on Lateral to West
7+83 = 0+00 on Lateral to East
7+98 & Ditch
7+33 & 2" Frame for Power Line
P.L. 6+09 & 00'53" L.T.
3+47 N. Bank
3+28 Panther Creek
2+94 S. Bank
1+36 & Dike
0+31 Fc.
0+00 Begin Survey of Proposed 8" Pipeline

UNITED OIL CORPORATION
Joe Gay # 1-21

PLAT SHOWING

PROPOSED 4" & 8" PIPELINES IN
SECTIONS 20 & 21, T5N - R3W
McCLAIN COUNTY, OKLAHOMA

1	Added Well	8-30-87	JKM	<p>TEXACO, INC. MAYSVILLE, OKLAHOMA</p>	SCALE • 1" = 500'
NO.	REVISION	DATE	BY		DATE • 2-17-87
SURVEYED BY • T.B.				<p>SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA COMPANY</p>	JOB NO. • 120050-29
DRAWN BY • R.K.M.					DRAWING NUMBER • 120050-64-29-B
APPROVED BY • J.K.					SHEET 1 OF 2

5344

CCCR 1207 PAGE 118

#58

KOCH

KOCH GATHERING SYSTEMS INC
P.O. Box 2250 Wichita, Kansas 67201

RIGHT OF WAY GRANT

STATE OF Oklahoma
COUNTY OF McClain } S.S.

ACCT. NO. AFE 12145

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar (\$1.00) to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of ~~the sum of \$1.00 per rod line, to be paid when such grant shall be used and occupied, the undersigned as Grantor (whether one or more), do hereby grant and convey unto Koch Gathering Systems, Inc., as Grantee, its successors and assigns, a right of way to construct, reconstruct, remove, operate, maintain, inspect, alter, repair, remove, change the size of and safety of pipeline and other pipelines along a route selected by Grantee for the transportation of oil, gas, petroleum or any of its products, together with such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from the same on, over and through certain land situated in McClain County, State of Oklahoma to wit:~~

THE SW/4 of Section 21, Township 5 North, Range 3 West

*No Abuse of Right of Way Operations Except at Tank Bottom Located
And Pipeline Marker at Fence Line*

This grant is for one line and one line under

*4-29-87
J.T.G.
J.T.G.*

1483

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress and egress to and from the same, for the purpose of constructing, inspecting, repairing and maintaining the same, and the selecting, changing the size of, or removing of pipeline, in whole or in part. It is further agreed that said Grantee, its successors and assigns, may at any time lay and install lines of other pipelines described above over the equipment of those considered hereon and subject to the same easements and conditions as herein provided. The said grantor to fully use and enjoy the said premises, except for the purpose hereinabove granted to the said Grantee which hereby agrees to bury all pipe to a sufficient depth so as to not interfere with ordinary cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipelines.

Grantor represents and warrants that he is the owner in fee simple of the land above described subject only to outstanding mortgages, if any now of record in said County and specifically covenants to indemnify Grantee against claims of tenants in possession of the above described lands for damages thereto previously paid to Grantor by Grantee.

Grantor agrees to not build, create or construct nor permit to be built created or constructed, any obstruction, building, improvement or other structure over or under said pipeline or lines after such pipeline or lines have been constructed by grantee.

All covenants and agreements herein contained shall be deemed to be covenant running with the land and shall extend to and be binding on 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 this 30 day of April A.D. 1987
Joe T. Gay Name
Betty Gay Name

Address Route #2, Lindsay, Ok. 73052
Address STATE OF OKLAHOMA
Address McCLAIN COUNTY
Address 15 Filed for record on this 15 day of April A.D. 1987
Address Phyllis Bennett, County Clerk
Address By Phyllis Bennett Deputy
Return to Koch

STATE OF Oklahoma } S.S.
COUNTY OF McClain

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of April 1987, personally appeared Joe T. Gay and Betty Gay to me known by the identity of persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

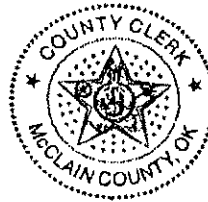
Witness my hand and official seal the day and year above set forth.
Richard E. Myers Notary Public
Richard E. Myers
My commission Expires 9/19/89

#59

14.00

9128 BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA) SS
MCCLAIN COUNTY)
Filed for record by this
day of 1996
at 10:14 AM. Recorded in
Book 1596 at page 205
Doc. Number 9
Lela Henning, County Clerk
Return to: _____ Deputy

Dee Oshant
PO Box 996
Purcell Ok 73080

PETITION FOR ENLARGEMENT OF THE PURPOSES
AND POWERS OF MCCLAIN COUNTY RURAL WATER DISTRICT 8

Comes now the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, [hereinafter referred to as "Petitioners"] and respectfully requests that the Board of County Commissioners of McClain County, enlarge the purposes and powers of Rural Water District No. 8, McClain County, Oklahoma, to expand the area serviced by Rural Water District No. 8, McClain County, Oklahoma, to include the following Sections, Townships and Ranges located in McClain County, Oklahoma.

1. Section 6, Township 5 North, Range 1 West;
2. Sections 4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32, and 33, all in Township 5 North, Range 3 West;
3. Sections 31,32,33,34,35, and 36, all in Township 6 North, Range 3 West;

The Petitioners would show the Board of County Commissioners that it has been incorporated in McClain County, Oklahoma, since October 5, 1973, and would further show the Board of County Commissioners that it has extensive water lines currently existing throughout those sections set forth above, and have been servicing residents and land owners in those sections for a number of years, and that the areas

should formally included in the area served by Rural Water District No. 8, McClain County, Oklahoma.

The Petitioners would further show the Board of County Commissioners that the proposed district is embracing only those lands within the proposed boundaries described above which can reasonably and economically be served in the foreseeable future.

A certified copy of the Resolution of the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, is attached hereto pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26.

Wherefore, Petitioners pray that the Board of County Commissioners of McClain County, Oklahoma, fix a time and place as required by law, and that the County Clerk give notice of the time and place of such hearing to Petitioners, in writing by certified mail at least ten [10] days prior to the hearing, and that the County Clerk cause Notice of the hearing to be given by legal publication for two [2] consecutive weeks in a newspaper published in such county embraced by the boundaries above described, and that the Board of County Commissioners of McClain County, Oklahoma, after hearing, make appropriate findings as required by law, and declare that the lands described above be included in the arc to be served by Petitioners, under the name of Rural Water District No. 8, McClain County, Oklahoma, and thereafter enter upon the records of the County Commissioners, full minutes of such hearing, together with its Declaration and Order enlarging the purposes and power of Rural Water District No. 8, McClain County, Oklahoma, for the purposes and with all of the powers set forth in 82

BOOK 1596 PAGE 207

the purposes and with all of the powers set forth in 82 Oklahoma Statutes, Section 1324.1 known as the "Rural Water, Sewer, Gas and Solid Waste Management Districts Act." of the State of Oklahoma.

Dated this ^{13th} day of November, 2001.



RURAL WATER DISTRICT NO. 8
MCCLAIN COUNTY, OKLAHOMA

By: Mark Stegman
Chairman of the Board of Directors

L. Dee Oliphant
L. Dee Oliphant BA 6767
Attorney for Plaintiff
P.O. Box 996
Purcell, Oklahoma 73080
(405) 527-5004
FAX 405) 527-6300
E-Mail ldecoliphant@email.msn.com

RESOLUTION OF THE BOARD OF DIRECTORS
OF
RURAL WATER DISTRICT No. 8, MCCLAIN COUNTY,
OKLAHOMA

On this ¹³~~8~~th day of November, 2001, at its regularly scheduled meeting, the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, after a full discussion, unanimously passed the following resolution:

RESOLVED, that pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26, the Board hereby requests that the Board of County Commissioners of McClain County, Oklahoma, enlarge the purposes and powers of Rural Water District No. 8 McClain County, Oklahoma, to include the following areas that have been served by Rural Water District No. 8, McClain County, Oklahoma, for a number of years, to wit:

LANDS SITUATED IN MCCLAIN COUNTY, OKLAHOMA

1. Section 6, Township 5 North, Range 1 West;
2. Sections 4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32, and 33, all in Township 5 North, Range 3 West;
3. Sections 31,32,33,34,35, and 36, all in Township 6 North, Range 3 West;



[Signature]
Secretary

[Signature]
Chairman

#59

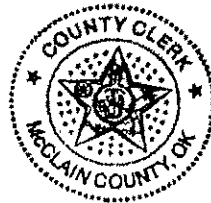
16

BOOK 1605 PAGE 957

1736

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA } SS
McCLAIN COUNTY }
Filed for record on this
5 day of 1900
at 8 o'clock P. M. Registered in
Book 1605 on page 957
Doc. Number 8
Lola Hendon, County Clerk
By _____ Deputy
Return to:

A. Clephane
P.O. Box 996
Durham OK 73080

AMENDED PETITION FOR ENLARGEMENT OF THE PURPOSES
AND POWERS OF MCCLAIN COUNTY RURAL WATER DISTRICT 8

Comes now the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, [hereinafter referred to as "Petitioners"] and respectfully requests that the Board of County Commissioners of McClain County, enlarge the purposes and powers of Rural Water District No. 8, McClain County, Oklahoma, to expand the area serviced by Rural Water District No. 8, McClain County, Oklahoma, to include the following Sections, Townships and Ranges located in McClain County, Oklahoma.

1. Section 6, Township 5 North, Range 1 West;
2. Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 20, [less the SE/4 SE/4 of Section 20], 21, 28, 29, [less the NW/4 NW/4 of Section 29], the North Half of Section 32, and the North Half of the South Half of Section 32, and Section 33, [less the SW/4 SW/4 SW/4 of Section 33], all in Township, 5 North, Range 3 West;
3. Sections 31, 32, 33, 34, 35, [less the NE/4 NE/ of Section 35], and Section 36, all in Township 6 North, Range 3 West.

4. The South Half of Sections 31 and 32 and 34, all in Township 6 North, Range 3 West.

5. Section 33, and The West Half of Section 35, and the Southeast Quarter of Section 35, all in Township 6 North, Range 3 West.

The Petitioners would show the Board of County Commissioners that it has been incorporated in McClain County, Oklahoma, since October 5, 1973, and would further show the Board of County Commissioners that it has extensive water lines currently existing throughout most of those sections set forth above, and have been servicing residents and land owners in those sections for a number of years, and that the areas should formally be included in the area served by Rural Water District No. 8, McClain County, Oklahoma.

The Petitioners would further show the Board of County Commissioners that the proposed district is embracing only those lands within the proposed boundaries described above which can reasonably and economically be served in the foreseeable future.

A certified copy of the Resolution of the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, is attached hereto pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26.

Wherefore, Petitioners pray that the Board of County Commissioners of McClain County, Oklahoma, fix a time and place as required by law, and that the County Clerk give notice of the time and place of such hearing to Petitioners, in writing by certified mail at least ten (10) days prior to the hearing, and that the County Clerk cause Notice of the hearing to be given by legal publication for two (2)


BOOK 1605 PAGE 959

consecutive weeks in a newspaper published in such county embraced by the boundaries above described, and that the Board of County Commissioners of McClain County, Oklahoma, after hearing, make appropriate findings as required by law, and declare that the lands described above be included in the are to be served by Petitioners, under the name of Rural Water District No. 8, McClain County, Oklahoma, and thereafter enter upon the records of the County Commissioners, full minutes of such hearing, together with its Declaration and Order enlarging the purposes and power of Rural Water District No. 8, McClain County, Oklahoma, for the purposes and with all of the powers set forth in 82 Oklahoma Statutes, Section 1324.1, known as the "Rural Water, Sewer, Gas and Solid Waste Management Districts Act." of the State of Oklahoma.

Dated this 4th day of March, 2002.

RURAL WATER DISTRICT NO. 8
MCCLAIN COUNTY, OKLAHOMA

By: 
Chairman of the Board of Directors


L. Dee Oliphant OBA 6767
Attorney for Plaintiff
P.O. Box 996
Purcell, Oklahoma 73080
(405) 527-5004
FAX (405) 527-6300
E-Mail ldeeoliphant@email.msn.com

BOOK 1605 PAGE 960

AMENDED
RESOLUTION OF THE BOARD OF DIRECTORS
OF
RURAL WATER DISTRICT No. 8, MCCLAIN COUNTY,
OKLAHOMA

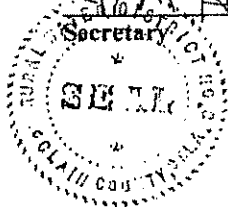
On this 4th day of March, 2002, at a specially called meeting, the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, after a full discussion, unanimously passed the following resolution:

RESOLVED, that pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26, the Board hereby requests that the Board of County Commissioners of McClain County, Oklahoma, enlarge the purposes and powers of Rural Water District no. 8, McClain County, Oklahoma, to include the following areas of McClain County, Oklahoma, to wit:

1. Section 6, Township 5 North, Range 1 West;
2. Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 20, [less the SE/4 SE/4 of Section 20], 21, 28, 29, [less the NW/4 NW/4 of Section 29], the North Half of Section 32, and the North Half of the South Half of Section 32, and Section 33, [less the SW/4 SW/4 SW/4 of Section 33], all in Township 5 North, Range 3 West;
3. Sections 31, 32, 33, 34, 35, [less the NE/4 NE/ of Section 35], and Section 36, all in Township 6 North, Range 3 West.
4. The South Half of Sections 31 and 32 and 34, all in Township 6 North, Range 3 West.

5. Section 33, and The West Half of Section 35, and the Southeast
Quarter of Section 35, all in Township 6 North, Range 3 West.

Mark Stubbins
Chairman



4-11-11

#59

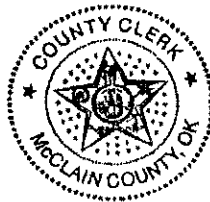
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BOOK 1605 PAGE 976

1740

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA)
McCLAIN COUNTY)
I hereby record on the
5 day of March 2002
at 10:00 o'clock AM. Recorded in
Book 1605 on page 976
Doc. Stamp \$
Lois Hawkins, County Clerk
By *[Signature]* Deputy
Return to:
L. D. [Signature]
10. 1st 996
Small OK 13080

Amended Notice of Filing and Pendency of Petition

Notice is hereby given that a public meeting will be held at the office of the County Commissioners of McClain County, 121 North 2nd Street, Purcell, Oklahoma, Oklahoma, on the 18th day of March, 2002, at the hour of 10:00 A. M., to consider the Amended Petition for Enlargement of the Purposes and Powers of McClain County Rural Water District 8, filed the 5th day of March, 2002, for authority to supply water to the following described areas of McClain County, Oklahoma, to wit:

1. Section 6, Township 5 North, Range 1 West;
2. Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 20, [less the SE/4 SE/4 of Section 20], 21, 28, 29, [less the NW/4 NW/4 of Section 29], the North Half of Section 32, and the North Half of the South Half of Section 32, and Section 33, [less the SW/4 SW/4 SW/4 of Section 33], all in Township 5 North, Range 3 West;
3. Sections 31, 32, 33, 34, 35, [less the NE/4 NE/ of Section 35], and Section 36, all in Township 6 North, Range 3 West.
4. The South Half of Sections 31 and 32 and 34, all in Township 6 North, Range 3 West.
5. Section 33, and The West Half of Section 35, and the Southeast Quarter of Section 35, all in Township 6 North, Range 3 West.

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All interested parties may appear at that time to show cause, if any there be, why the said petition should not be granted.

Dated this 5th day of March, 2002.

Paul Jackson
Chairman

Lois Hawkins
Secretary

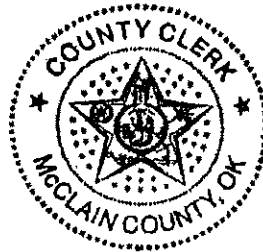


#59

16

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA } 88
McCLAIN COUNTY }
Filed for record on this
21 day of March 2002
at 2:46 o'clock P.M. Recorded in
Book 1607 on page 883
Doc. Stamp: \$
Lola Hawkins, County Clerk
By *[Signature]* Deputy
Return to:
D. Whelan
P.O. Box 996
Pawnee OK 73080

AMENDED PETITION FOR ENLARGEMENT OF THE PURPOSES
AND POWERS OF MCCLAIN COUNTY RURAL WATER DISTRICT 8

Comes now the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, [hereinafter referred to as "Petitioners"] and respectfully requests that the Board of County Commissioners of McClain County, enlarge the purposes and powers of Rural Water District No. 8, McClain County, Oklahoma, to expand the area serviced by Rural Water District No. 8, McClain County, Oklahoma, to include the following Sections, Townships and Ranges located in McClain County, Oklahoma.

1. The South Half [S/2] and the Northeast Quarter [NE/4] of Section 6, Township 5 North, Range 1 West;
2. Section 4, Section 5, that part of Section 6 lying East of Criner Creek, that part of Section 7 lying East of Criner Creek, that part of Section 8 lying East of Criner Creek, Section 9, Section 16, that part of Section 17 lying East of Criner Creek, that part of Section 20 lying East of Criner Creek, Section 21, that part of Section 28 lying East of Criner Creek, and that part of Section 33 lying East of Criner Creek, all in Township 5 North, Range 3 West;

3. The South half of Sections 31, 32, 33, 34, 35, and 36, all in Township 6 North, Range 3 West.

4. The South Half of Section 31, the Southwest Quarter [SW/4] of Section 32, the South Half of the Southeast Quarter [S/2 SE/4] of Section 32, the South Half of Section 33, The South Half of Section 34, the West Half of Section 35, all in Township 6 North, Range 2 West.

The Petitioners would show the Board of County Commissioners that it has been incorporated in McClain County, Oklahoma, since October 5, 1973, and would further show the Board of County Commissioners that it has extensive water lines currently existing throughout most of those sections set forth above, and have been servicing residents and land owners in those sections for a number of years, and that the areas should formally included in the area served by Rural Water District No. 8, McClain County, Oklahoma.

The Petitioners would further show the Board of County Commissioners that the proposed district is embracing only those lands within the proposed boundaries described above which can reasonably and economically be served in the foreseeable future.

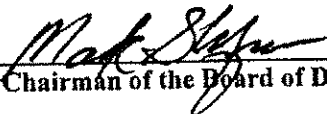
A certified copy of the Resolution of the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, is attached hereto pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26.


Wherefore, Petitioners pray that the Board of County Commissioners of McClain County, Oklahoma, fix a time and place as required by law, and that the County Clerk give notice of the time and place of such hearing to Petitioners, in

writing by certified mail at least ten [10] days prior to the hearing, and that the County Clerk cause Notice of the hearing to be given by legal publication for two [2] consecutive weeks in a newspaper published in such county embraced by the boundaries above described, and that the Board of County Commissioners of McClain County, Oklahoma, after hearing, make appropriate findings as required by law, and declare that the lands described above be included in the are to be served by Petitioners, under the name of Rural Water District No. 8, McClain County, Oklahoma, and thereafter enter upon the records of the County Commissioners, full minutes of such hearing, together with its Declaration and Order enlarging the purposes and power of Rural Water District No. 8, McClain County, Oklahoma, for the purposes and with all of the powers set forth in 82 Oklahoma Statutes, Section 1324.1, known as the "Rural Water, Sewer, Gas and Solid Waste Management Districts Act." of the State of Oklahoma.

Dated this 21st day of March, 2002.

RURAL WATER DISTRICT NO. 8
MCCLAIN COUNTY, OKLAHOMA

By: 
Chairman of the Board of Directors


L. Dee Oliphant OBA 6767
Attorney for Plaintiff
P.O. Box 996
Purcell, Oklahoma 73080
(405) 527-5004
FAX 405) 527-6300
E-Mail ldooliphant@email.msn.com

AMENDED
RESOLUTION OF THE BOARD OF DIRECTORS
OF
RURAL WATER DISTRICT No. 8, MCCLAIN COUNTY,
OKLAHOMA

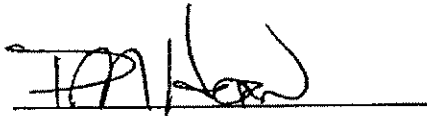
On this 21st day of March, 2002, at a specially called meeting, the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, after a full discussion, unanimously passed the following resolution:

RESOLVED, that pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26, the Board hereby requests that the Board of County Commissioners of McClain County, Oklahoma, enlarge the purposes and powers of Rural Water District no. 8, McClain County, Oklahoma, to include the following areas of McClain County, Oklahoma, to wit:

1. The South Half [S/2] and the Northeast Quarter [NE/4] of Section 6, Township 5 North, Range 1 West;
2. Section 4, Section 5, that part of Section 6 lying East of Criner Creek, that part of Section 7 lying East of Criner Creek, that part of Section 8 lying East of Criner Creek, Section 9, Section 16, that part of Section 17 lying East of Criner Creek, that part of Section 20 lying East of Criner Creek, Section 21, that part of Section 28 lying East of Criner Creek, and that part of Section 33 lying East of Criner Creek, all in Township 5 North, Range 3 West;
3. The South half of Sections 31, 32, 33, 34, 35, and 36, all in Township 6 North, Range 3 West.

4. The South Half of Section 31, the Southwest Quarter [SW/4] of Section 32, the South Half of the Southeast Quarter [S/2 SE/4] of Section 32, the South Half of Section 33, The South Half of Section 34, the West Half of Section 35, all in Township 6 North, Range 2 West.


Chairman


Secretary

5/15

#59

10⁰⁰

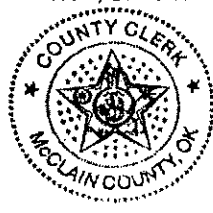
2293

BOOK 1607 PAGE 964

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA) SS
McCLAIN COUNTY)
Filed for record on this
25 day of April, 2002
at 2 o'clock P.M. Recorded in
Book 1607, on page 964
Doc. Stamp: \$
Lita Hawkins, County Clerk, Deputy
By: _____

Dee Cliphant
Box 996
Purcell Ok 73080

Amended Notice of Filing and Pendency of Petition

Notice is hereby given that a public meeting will be held at the office of the County Commissioners of McClain County, 121 North 2nd Street, Purcell, Oklahoma, Oklahoma, on the 15th day of April, 2002, at the hour of 10:00 A. M., to consider the Amended Petition for Enlargement of the Purposes and Powers of McClain County Rural Water District 8, filed the 21st day of March, 2002, for authority to supply water to the following described areas of McClain County, Oklahoma, to wit:

1. The South Half [S/2] and the Northeast Quarter [NE/4] of Section 6, Township 5 North, Range 1 West;
2. Section 4, Section 5, that part of Section 6 lying East of Criner Creek, that part of Section 7 lying East of Criner Creek, that part of Section 8 lying East of Criner Creek, Section 9, Section 16, that part of Section 17 lying East of Criner Creek, that part of Section 20 lying East of Criner Creek, Section 21, that part of Section 28 lying East of Criner Creek, and that part of Section 33 lying East of Criner Creek, all in Township 5 North, Range 3 West;
3. The South half of Sections 31, 32, 33, 34, 35, and 36, all in Township 6 North, Range 3 West.

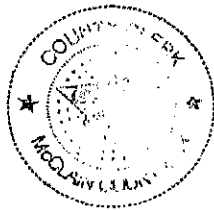
4. The South Half of Section 31, the Southwest Quarter [SW/4] of Section 32, the South Half of the Southeast Quarter [S/2 SE/4] of Section 32, the South Half of Section 33, The South Half of Section 34, the West Half of Section 35, all in Township 6 North, Range 2 West.

All interested parties may appear at that time to show cause, if any there be, why the said petition should not be granted.

Dated this 25th day of March, 2002.

Fayl Decker
Chairman

Lain Hawkins
Secretary



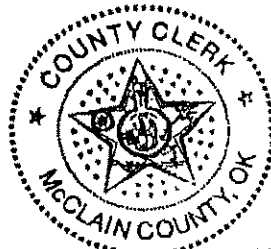
00000

#59

3229

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA } SS
McCLAIN COUNTY }
Filed for record on this
23 day of April 2006
at 8 o'clock A.M. Recorded in
Book 1611 on page 198
Doc. Stamp: \$
Lois Hawkins, County Clerk
By: [Signature] Deputy
Return to: [Signature]
[Signature]
[Signature] 7.3.06

FINDINGS OF FACT REQUIRED BY
TITLE 82 OKLAHOMA STATUTES § 1324.26

1. Notice of a Public Meeting to consider enlargement has been given as required by law by publishing Notice in the Purcell Register as required by Title 82 O.S.A. § 1324.5.
2. The enlargement of the purposes and powers of Rural Water District No. 8, McClain County, Oklahoma, is necessary to provide an adequate water supply to serve rural residents of the district.
3. The area to be served and contained in Rural Water District No. 8, McClain County, Oklahoma, shall be amended to include the following Sections:
 1. The South Half [S/2] and the Northeast Quarter [NE/4] of Section 6, Township 5 North, Range 1 West;
 2. Section 4, Section 5, that part of Section 6 lying East of Criner Creek, that part of Section 7 lying East of Criner Creek, that part of Section 8 lying East of Criner Creek, Section 9, Section 16, that part of Section 17 lying East of Criner Creek, that part of Section 20 lying East of Criner Creek, Section 21, that part of Section 28 lying East of Criner Creek, and that part of Section 33 lying East of Criner Creek, all in Township 5 North, Range 3 West;
 3. The South half of Sections 31, 32, 33, 34, 35, and 36, all in Township 6 North, Range 3 West.

4. The South Half of Section 31, the Southwest Quarter [SW/4] of Section 32, the South Half of the Southeast Quarter [S/2 SE/4] of Section 32, the South Half of Section 33, The South Half of Section 34, the West Half of Section 35, all in Township 6 North, Range 2 West.

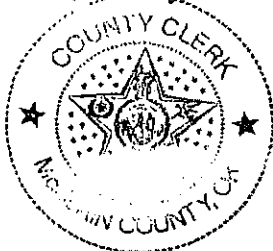
The Bethlehem Primitive Baptist Church located in the Northwest Quarter [NW/4] of Section 35, Township 6 North, Range 2 West, is to be served by the City of Purcell, Oklahoma. All other water customers in the Northwest Quarter [NW/4] of Section 35, Township 6 North, Range 2 West, will continue to be served by their current water provider. Any new water connections in the Northwest Quarter [NW/4] of Section 35, Township 6 North, Range 2 West, will have the option of obtaining service from either Rural Water District No. 8, McClain County, Oklahoma, or by the city of Purcell, Oklahoma.

All Water customers in the Northeast [NE/4] of Section 6, Township 5 North, Range 1 West, will continue to be served by their current water provider. Any new water connections in the Northeast [NE/4] of Section 6, Township 5 North, Range 1 West, will have the option of obtaining service from either Rural Water District No. 8, McClain County, Oklahoma, or by the city of Purcell, Oklahoma.

Dated this 15th day of April, 2002.

Gay Tucker
Chairman

Spis Hawkins
Secretary

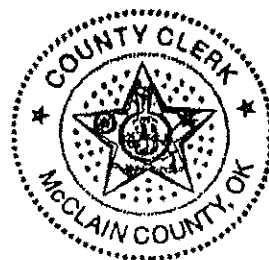


#59

3230

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA } 89
McCLAIN COUNTY }
Filed for record on this
13 day of May 2002
at 2 o'clock P.M. Recorded in
Book 1611 on page 200
Doc. Stamp: \$
Lola Hawkins, County Clerk
By: [Signature] Deputy
Return to: [Signature]

ORDER ENLARGING THE PURPOSES AND POWERS OF
Rural Water District No. 8, McClain County, Oklahoma

On this 15th day of April, 2002, the Amended Petition for Enlargement of the purposes and powers of Rural Water District No. 8, McClain County, Oklahoma, came on for hearing after Notice had been published in the Purcell Register as evidenced by the Publishers Affidavit attached to the minutes of the meeting of the Board of County Commissioners of McClain County, Oklahoma.

On Motion duly made and seconded, the Amended Petition is granted. It is therefore Ordered that Rural Water District No. 8, McClain County, Oklahoma, be authorized to furnish water to the following additional Sections in McClain County, Oklahoma, in addition to those contained in the original establishment of said district:

1. The South Half [S/2] and the Northeast Quarter [NE/4] of Section 6,
Township 5 North, Range 1 West;
2. Section 4, Section 5, that part of Section 6 lying East of Criner Creek, that part of Section 7 lying East of Criner Creek, that part of Section 8 lying East of Criner Creek, Section 9, Section 16, that part of Section 17 lying East of Criner Creek, that part of Section 20 lying East of Criner Creek, Section 21, that part of Section 28 lying East of Criner Creek, and that part of Section 33 lying East of Criner Creek, all in Township 5 North, Range 3 West;

3. The South half of Sections 31, 32, 33, 34, 35, and 36, all in Township 6 North, Range 3 West.

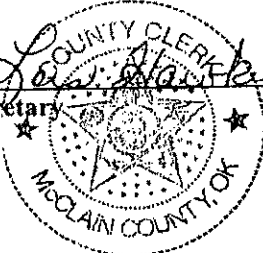
4. The South Half of Section 31, the Southwest Quarter [SW/4] of Section 32, the South Half of the Southeast Quarter [S/2 SE/4] of Section 32, the South Half of Section 33, The South Half of Section 34, the West Half of Section 35, all in Township 6 North, Range 2 West.

The Bethlehem Primitive Baptist Church located in the Northwest Quarter [NW/4] of Section 35, Township 6 North, Range 2 West, is to be served by the City of Purcell, Oklahoma. All other water customers in the Northwest Quarter [NW/4] of Section 35, Township 6 North, Range 2 West, will continue to be served by their current water provider. Any new water connections in the Northwest Quarter [NW/4] of Section 35, Township 6 North, Range 2 West, will have the option of obtaining service from either Rural Water District No. 8, McClain County, Oklahoma, or by the city of Purcell, Oklahoma.

All Water customers in the Northeast [NE/4] of Section 6, Township 5 North, Range 1 West, will continue to be served by their current water provider. Any new water connections in the Northeast [NE/4] of Section 6, Township 5 North, Range 1 West, will have the option of obtaining service from either Rural Water District No. 8, McClain County, Oklahoma, or by the city of Purcell, Oklahoma.

Paul Tucker
Chairman

Debra A. Flinn
Secretary

The seal of McClain County, Oklahoma, is circular with a five-pointed star in the center. The words "COUNTY CLERK" are at the top, "McCLAIN COUNTY, OK" is at the bottom, and "Secretary" is written to the left of the seal.

2263

427

Form C-OK

Mogah Boppe

L L No 39-44-22-23-53

Draft No. 5839

#60

RIGHT OF WAY

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, ~~and to use the same 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~~ McClain County, State of Oklahoma, to-wit:

SE 1/4 NE 1/4 and
N 1/2 NE 1/4 SE 1/4 all in Sec 20-5N-3W
SW 1/4 NW 1/4 all in Sec 21-5N-3W

~~the same~~ 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. Any 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.~~ 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.

Dated this 9th day of August, 1965

Joe L. Day
Betty Day

OKLAHOMA ACKNOWLEDGMENT—INDIVIDUAL

STATE OF OKLAHOMA

COUNTY OF McCain } SS

Before me, a Notary Public, in and for said county and State, on this 9th day of August, 1965 personally appeared Joe T. Gay, 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.

J.H. Sample
Notary Public.



My Commission expires My Commission Expires June 1, 1968

OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF _____ } SS

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

Notary Public.

My Commission expires:

Section 2263 Line No. _____

RIGHT OF WAY

From _____ To _____

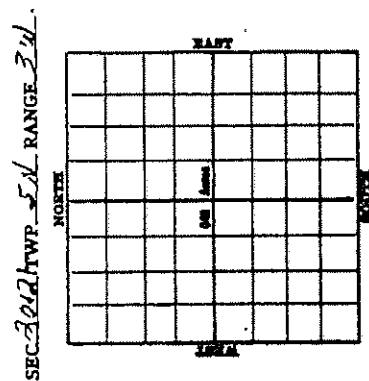
Created _____

STATE OF OKLAHOMA }
McCain County } SS

Line 21 of 7 A.D. 1966
at 8:30 o'clock P.M. Recorded &
Book 114 on Page 427

Length _____

J.H. Sample
Notary Public



OKLAHOMA ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF OKLAHOMA

COUNTY OF McCain } SS

ACKNOWLEDGMENT

Before me, J.H. Sample notary public in and for said County and State, on this 9th day of August, 1965, personally appeared Betty Gay and _____ to me known to be the identical person described in said who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

J.H. Sample
Notary Public.

My commission expires My Commission Expires June 1, 1968

#161

96811025

FORM EX-110-70 (REV)



1783

FORM 1176 PRE 61

Draft No. 005921

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 ~~PIPING~~ 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, to-wit:~~ Grantor warrants he is the owner, situated in McClain County, State of Oklahoma, to-wit:

SE/4

The centerline of this easement is depicted by the attached survey by Topographic Land Surveyors of Oklahoma Company.

Drawing #: 120050-64-29-B
Dated: 2-17-87

STATE OF OKLAHOMA } SS
McCLAIN COUNTY }
Filed for record on this
27 day of February, 1987
at 8:00 o'clock A.M. Recd. and in
1176 of DARD 61
County Clerk
By B Deputy
Return to Texaco

of Section 20 Township 5N Range 3E together with the right of ingress and egress to and from said line ~~as shown~~ for the purposes aforesaid.

The Grantees, and the proportions in which they shall own the 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%)
- Oxy Cities Service NGL Inc. — 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 or within Twenty feet of said pipe line ~~or~~ Any pipe line ~~is~~ constructed by Grantees across lands under cultivation shall be buried below plow depth. ~~shall be~~ not applicable ~~of~~ 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.

Dated this 23rd day of February, 1987

Murry Baker
Murry Baker - Owner

ORIGINAL

ACKNOWLEDGMENT—INDIVIDUAL

STATE OF Oklahoma
COUNTY OF Cleveland

BOOK 1176 PAGE 62

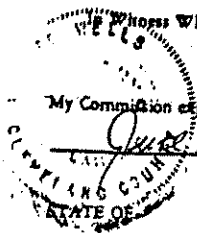
Before me, a Notary Public, in and for said county and State, on this 23rd day of February, 1987, personally appeared Murray W. Bader, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ he executed the same as his free and voluntary 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.

[Signature]
Notary Public.

My Commission expires:

July 26, 1989



ACKNOWLEDGMENT—INDIVIDUAL

COUNTY OF _____

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

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

Notary Public.

My Commission expires:

Series _____ Line No. _____

RIGHT OF WAY

From _____ To _____

Line _____

Length _____ Rods _____

SEC. _____ TWP. _____ RANGE _____

ACKNOWLEDGMENT—HUSBAND AND WIFE

STATE OF _____
COUNTY OF _____

SS

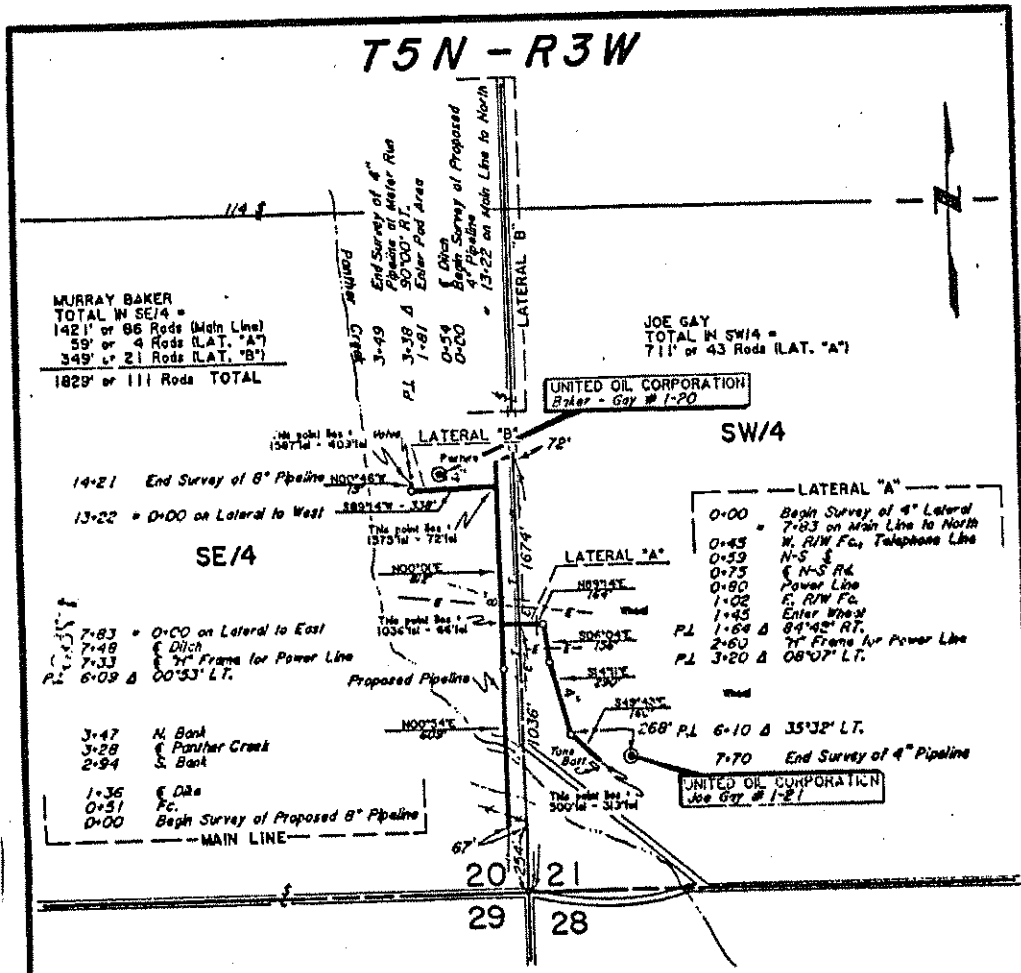
Before me, a Notary Public, in and for said county and State, on this _____ day of _____, 19____, personally appeared _____ and _____ husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed 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.

Notary Public.

My Commission expires:

T5N - R3W



MURRAY BAKER
 TOTAL IN SE/4 =
 1421' or 86 Rods (Main Line)
 59' or 4 Rods (LAT. "A")
 349' or 21 Rods (LAT. "B")
 1829' or 111 Rods TOTAL

JOE GAY
 TOTAL IN SW/4 =
 711' or 43 Rods (LAT. "A")

UNITED OIL CORPORATION
 Baker - Gay # 1-20

SW/4

SE/4

LATERAL "A"
 0+00 Begin Survey of 4" Lateral
 7+63 on Main Line to North
 0+43 N. R/W Fc. Telephone Line
 0+53 N-S §
 0+75 E-N-S Rd.
 0+80 Power Line
 1+02 E. R/W Fc.
 1+43 Enter Whse#
 P.L. 1+68 Δ 84°42' RT.
 2+60 7" Frame for Power Line
 P.L. 3+20 Δ 08°07' LT.

7+83 = 0+00 on Lateral to East
 7+48 Δ Ditch
 7+33 Δ 7" Frame for Power Line
 P.L. 6+09 Δ 00°53' LT.

3+47 N. Bank
 3+28 Δ Panther Creek
 2+94 S. Bank

1+36 Δ Dike
 0+51 Fc.
 0+00 Begin Survey of Proposed 8" Pipeline

268' P.L. 6-10 Δ 35°32' LT.
 7+70 End Survey of 4" Pipeline

UNITED OIL CORPORATION
 Joe Gay # 1-21

PLAT SHOWING

PROPOSED 4" & 8" PIPELINES IN
 SECTIONS 20 & 21, T5N - R3W
 McCLAIN COUNTY, OKLAHOMA

				SCALE : 1" = 500'	
				DATE : 2-17-87	
				JOB NO. : 120050-29	
				DRAWING NUMBER :	
				120050-64-29-B	
				SHEET 1 OF 2	
				APP. # 077033	
				<p>TEXACO, INC. MAYSVILLE, OKLAHOMA</p> <p>SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA COMPANY</p>	
NO.	REVISION	DATE	BY		
1	Added Well	2-20-87	THK		
SURVEYED BY : T.B.					
DRAWN BY : R.K.M.					
APPROVED BY : J.K.					