

*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: 20211836)**

---

**Auction Tracts 6 & 7  
(Garvin County, Oklahoma)**

---

*For October 13, 2021 auction to be conducted by:*

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

*On behalf of:*

**Wordprotemps, Inc. and MCCO, LLC**



## 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.: 20211836-1  
Issuing Office File No.: 20211836  
Property Address: Raw Land

#### SCHEDULE A

1. Commitment Date: July 26, 2021 at 06:59 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
Proposed Insured: Buyer with contractual obligations under a Real Estate Purchase 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:  
  
Wordprotemp, Inc., by virtue of a Warranty Deed filed January 18, 2004 in Book 1722 at Page 269 and a Journal Entry filed April 4, 2005 in Book 1730 at Page 41.
5. The Land is described as follows:  
  
The North Half of the Southwest Quarter (N½ SW¼) and the North Half of the Southeast Quarter of the Southwest Quarter (N½ SE¼ SW¼) in Section 3, Township 1 North, Range 2 West of the IBM., Garvin County, Oklahoma.

*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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**SCHEDULE A**  
(Continued)

*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

Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards.  
**Note:** Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
6. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to Wordprotemp, Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Buyer with contractual obligations under a Real Estate Purchase agreement in Garvin County, and satisfy any judgments or liens which might affect the subject property and have

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AMERICAN  
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releases thereof filed of record.

12. With respect to Wordprotemps, Inc., a corporation, furnish:
- (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
  - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
  - (c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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## COMMITMENT FOR TITLE INSURANCE

Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE B, PART II

##### Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not recorded in the public records.
3. Easements or claims of easements not recorded in the public records.
4. Any encroachment, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any statutory lien, or right to lien, for services, labor, or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem Taxes for the year 2021, amount of which is not ascertainable, due or payable.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Grant and Right of Way and Gate Valve Permit filed August 17, 2006 in Book 1781 at Page 808.
11. Pipeline easement in favor of Magnolia Petroleum Company filed August 17, 1940 in Book 221 at Page

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227.

12. Easement in favor of Sunray Oil Corporation filed October 17, 1947 in Book 278 at Page 253.
13. Gate Valve Permit in favor of Sunray Oil Corporation filed October 31, 1947 in Book 278 at Page 313.
14. Gate Valve Permit in favor of Oklahoma Mississippi River Products Line, Inc. filed in Book 402 at Page 472.
15. Right of Way Contract in favor of Rock Island Oil and Refining Co., Inc. filed June 2, 1951 in Book 348 at Page 346.
16. Right of Way Contract in favor of Rock Island Oil and Refining Co., Inc. filed June 8, 1951 in Book 348 at Page 499.
17. Right of Way Agreement in favor of Oklahoma Mississippi River Products Line, Inc. filed January 20, 1954 in Book 398 at Page 255.
18. Electric easement in favor of Oklahoma Gas and Electric filed December 6, 1961 in Book 599 at Page 293.
19. Pipeline easement in favor of Sunray Oil Corporation filed March 4, 1981 in Book 961 at Page 246.
20. Permit and Resolution filed June 9, 1991 in Book 972 at Page 294.
21. Right of Way Agreement in favor of Spectrum Field Services, Inc. filed August 30, 2001 in Book 1607 at Page 319.
22. Statutory easement for roadway along Section line.

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

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EXCEPTIONS

1-2008-006080  
PRECEL, OK 73080

#10

(Drafted by & when filed return to: Magellan Pipeline Company, LLC, P. O. Box 22186, MD 27-4 (S. Guthrie), Tulsa, Oklahoma 74128-2186, 918/573-0702.)

**PARTIAL RELEASE AND GRANT OF RIGHT OF WAY  
AND GATE VALVE PERMIT**

THIS PARTIAL RELEASE AND GRANT OF RIGHT OF WAY (hereinafter "Agreement") is made and entered into by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, whose address is P. O. Box 22186, Tulsa, Oklahoma 74121-2186 (hereinafter called "Magellan") and Wordprotemp, Inc., an Oklahoma corporation, whose mailing address is 5609 North Barnes Avenue, Oklahoma City, Oklahoma, 73112, their heirs, successors, grantees and assigns (hereinafter called "Owner", whether one or more).

**RECITALS**

A. Owner represents and warrants that Owner owns certain real property located in Garvin County, Oklahoma and described in greater particularity on attached Exhibit "A" (hereinafter described as "Owner's Land"); and

B. Magellan is the owner of certain pipelines, pipeline facilities, gate valves and appurtenances (hereinafter referred to as the "Magellan Facilities") and easement rights therefor (hereinafter referred to as the "Easement", whether or not rights were granted in one or more documents or acquired by operation of law), which Easement includes lands and interests burdening Owner's Land pursuant to those certain instruments recorded in the records of Garvin County, Oklahoma and described as:

(i) That certain Right of Way Agreement from H.T. Price to Oklahoma Mississippi River Products Line, Inc. dated December 21, 1953 and recorded in the Office of the County Clerk of Garvin County, Oklahoma on January 20, 1954 in Book 398 at Page 255; and

(ii) That certain Gate Valve Permit given by H.T. Price to Oklahoma Mississippi River Products Line, Inc. dated February 10, 1954 and recorded in the Office of the County Clerk of Garvin County, Oklahoma on March 5, 1954 in Book 402 at Page 472.

1-2008-006080 Book 1781 Pg: 808  
08/17/2008 11:00 am Pg 0808-0818  
Fee: \$ 29.00 Doc: \$ 0.00  
Gina Mann - Garvin County Clerk  
State of Oklahoma



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C. Owner has requested that Magellan provide a more definite and specific description of its Easement on Owner's Land.

**AGREEMENTS:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Magellan and Owner hereby agree as follows:

1. **Partial Release.** Magellan hereby releases and quitclaims to Owner, all of Magellan's right, title and interest in the Easement, subject to and except as specified in the exceptions and reservations set forth in Paragraph 2 below, INsofar AS AND ONLY TO THE EXTENT that the Easement affects Owner's Land.

2. **Reservation.** Magellan, for itself and for its successors and assigns hereby excepts and reserves from the foregoing release: (i) all of Magellan's rights, title, uses and interests acquired or permitted by virtue of the Easement in and to the parcel or strip of land described in attached Exhibit "B" and depicted in attached Exhibit "C" (hereinafter called the "Magellan Easement Tract") or in and to any other real property covered by the Easement other than Owner's Land; and (ii) the right of ingress and egress to the Magellan Easement Tract and the Magellan Facilities, and the right, from time to time, to use temporary work space as reasonably necessary, on, over and across Owner's Land. Owner and Magellan agree that their mutual intent is the Magellan Easement Tract shall contain within its described boundaries, all of the Magellan Facilities existing on Owner's Land as of this date. If, however, it is determined in the future that all or any part of such Magellan Facilities are not contained within the Magellan Easement Tract, Owner and Magellan shall amend the description of the Magellan Easement Tract and shall make any conveyance as may be necessary to encompass such Magellan Facilities so that the outside edge of the Magellan Easement Tract will not be less than a minimum distance of twenty-five (25) feet from the outside edge of such Magellan Facilities, while at a minimum maintaining the overall width of the Magellan Easement Tract.

3. **Additional Covenants; Grant of Easement.** In further consideration of the releases, promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Magellan agree that this Agreement shall provide, and the Easement is hereby amended to the extent necessary to provide the following and Owner hereby grants, sells, confirms and conveys to Magellan the following rights:

A. Magellan shall have the free, uninterrupted, perpetual and commercial right, privilege and easement to lay, construct, maintain, inspect, operate, repair, replace, change the size of, protect and remove existing and future pipelines for the

I-2008-006060 Book 1781 Pg: 808  
2 08/17/2008 11:00 am Pg 0808-0816  
Fees: \$ 29.00 Doc: \$ 0.00  
Gina Mann - Garvin County Clerk  
State of Oklahoma

transportation of liquids, gases or other materials which can be transported through a pipeline, along with appurtenances and related facilities, including, but not limited to fittings, gate valves, valves and cathodic protection equipment, over, through, under and across the Magellan Easement Tract, together with: (i) the right of reasonable ingress and egress over and across those portions of Owner's Land that are not at the time of such use occupied by buildings or other such substantial improvements; and (ii) the right from time to time to use temporary work space, as reasonably necessary on, over and across those portions of Owner's Land that are not, at the time of such use occupied by buildings or other such substantial improvements,

B. For the avoidance of all doubt, Owner ratifies and confirms all rights, titles and interests of Magellan under the Easement and the documents and instruments creating the same (as modified or supplemented hereby) with respect to the Magellan Easement Tract and in furtherance thereof, Owner hereby grants, sells and conveys to Magellan an easement and right of way and gate valve permit (including, without limitation, all rights, titles and interests, powers and privileges existing and/or described under the documents and instruments creating the Easement) in and to the Magellan Easement Tract.

TO HAVE AND TO HOLD the same unto Magellan and to inure to the benefit of and be binding upon its successors, grantees and assigns forever.

4. The terms and conditions of this Agreement shall constitute covenants running with the land. Magellan shall have the right to assign the rights granted herein and held by it in the Magellan Easement in whole or in part. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement shall become effective upon its complete execution by the parties hereto.

1-2008-006080 Book 1781 Pg: 810  
08/17/2008 11:00 am Pg 0808-0816  
3 Fee: \$ 28.00 Doc: \$ 0.00  
Gina Mann - Garvin County Clerk  
State of Oklahoma

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

MAGELLAN PIPELINE COMPANY, L.P.,  
A Delaware Limited Partnership  
By: MAGELLAN PIPELINE GP, LLC, A  
Delaware Limited Liability Company  
Its General Partner

By: [Signature]  
Name: ROBERT J. HUSER JR  
Title: AUTHORIZED SIGNATORY

Date: August 10, 2006  
"MAGELLAN"

WORDPROTEMPS INC., An Oklahoma  
Corporation

By: [Signature]  
Name: Catherine L. Stevins  
Title: President

Date: August 10, 2006  
"OWNER"

4 1-2008-006090 Book 1781 Pg: 811  
08/17/2006 11:00 am Pg 0808-0816  
Fee: \$ 26.00 Doc: \$ 0.00  
Gina Mann - Galvin County Clerk  
State of Oklahoma

# 11

of Texas  
of the State of  
Privilege, to lay,

the transportation of oil, gas,  
erect, maintain, operate and remove telegraph

through the following described lands, to-wit:

County, Oklahoma, and described as follows:

SW 1/4 & SW 2/4 SW 1/4 Section 27 Township 2N Range 2W  
Section 34 Township 2N Range 2W

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Petroleum Company, its successors and assigns so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantor to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Petroleum Company who hereby agrees to pay any damages which may arise to crops or fences from the laying, relaying, erecting, maintaining and operating of said pipe, telegraph and telephone lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors their successors heirs or assigns; one by Magnolia Petroleum Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Twenty-five Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

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 our hands this 3rd day of Aug. 1940.

Signed and delivered in the presence of the undersigned witnesses: Joe Parkey  
Wanda Parkey  
Witnesses: Walter E. Wheeler

STATE OF OKLAHOMA  
COUNTY OF GARVIN, SS

On this 3 day of August, 1940 before me, the Undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joe Parkey and Wanda Parkey (his wife) to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Apr. 24, 1943 (Seal) W. F. Riepe, Notary Public

Filed for record August 17, 1940 S A. M. Claude Parsons, County Clerk

\*\*\*\*\*

THE STATE OF OKLAHOMA  
COUNTY OF GARVIN

KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION of Forty and No/100 Dollars to me paid, the receipt of which is hereby acknowledged, I, W. T. Price, an Attorney in fact, for Raymond Douglas, and Lonnie Douglas do hereby grant and convey to MAGNOLIA PETROLEUM COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, having a permit to do business in the State of Oklahoma, its successors and assigns, the right

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RECORDED BOOK 221 PAGE 227

AAJ447

#12

for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Garvin, and State of Oklahoma, and described as follows:

Northwest Quarter of the Southwest Quarter of Section 3, Township 1 North, Range 2 West.

The said grantor his heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said Sunray Oil Corporation, its successors and assigns.

The said Sunray Oil Corporation for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of Fifty cents per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by Sunray Oil Corporation, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

Telephone and telegraph lines if constructed above ground shall be located along property or fence line.

Recorded: Book 278-253

Dated this 4 day of Oct., 1947.

W. T. Price.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 2 day of October, 1947, personally appeared W. T. Price 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 set forth.

Witness my hand and official seal.

(SEAL) My commission expires Mar. 14, 1948.

Cora L. McQuirter, Notary Public.

Filed for Record October 17, 1947, at 3 P. M.

R. Henderson, County Clerk.

\*\*\*

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Sixty Four Dollars (\$64.00) to me, in hand paid by Sunray Oil Corporation, a corporation, of Tulsa, Oklahoma, the receipt of which is hereby acknowledged, Bert Durham does hereby grant to Sunray Oil Corporation, its successors or assigns,

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John H. Vaughan  
H. A. Bonifield.

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 13 day of Oct., 1947, personally appeared John H. Vaughan 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 set forth.

Witness my hand and official seal.

(SEAL) My commission expires Jan. 17, 1949.

Ona Lee Helms, Notary Public.

STATE OF OKLAHOMA, COUNTY OF PONTOTOC, SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 17th day of Oct., 1947, personally appeared H. A. Bonifield 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 set forth.

Witness my hand and official seal.

(SEAL) My commission expires May 28, 1949.

S. K. Grant, Notary Public.

Filed for Record October 31, 1947, at 1 P. M.

R. Henderson, County Clerk.

\*\*\*\*\*

GATE VALVE PERMIT

For and in consideration of the sum of Ten Dollars (\$10.00) Dollars, in hand paid, receipt of which is hereby acknowledged, W. T. Price hereby grant to the Sunray Oil Corporation of Tulsa, Oklahoma, its successors and assigns, the right to install, operate, maintain, remove, and replace gate valves and gate boxes in connection with the operation of its pipe lines on the Northwest Quarter of the Southwest Quarter of Section 3, Township 1 North, Range 2 West, Garvin County, Oklahoma.

Gate valves and gate boxes to be placed in lines on above property. Any damage to land or crops which may be caused by the repair and maintenance of gate valves or gate boxes to be paid for at time such damages occur.

WITNESS our hands this 24 day of Oct., 1947.

W. T. Price.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS.

On this 24th day of October, 1947, before me personally appeared W. T. Price, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(SEAL) My commission expires March 10th, 1951.

H. McK. Rowan, Notary Public.

Filed for Record October 31, 1947, at 1 P. M.

R. Henderson, County Clerk.

\*\*\*\*\*

ELEVATED CROSSING AGREEMENT

For and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration to me in hand paid by Sunray Oil Corporation, of Tulsa, Oklahoma, receipt of which is hereby acknowledged

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RECORDED BOOK 278 PAGE 313

#14

10.00 ... of the ... - - - - - 20/100 ... Dollars, ... hand paid, receipt of which is hereby acknowledged, ... W. T. Price ... and ... and assign, I hereby deed to ... W. T. Price ... its successors and assigns, the right to ... remove and replace a gate valve or gate valves with ... and appendages in connection with the ... operation ... with the right of access to and egress ... used as follows:

10th February 1954

W. T. Price (Seal)

STATE OF OHIO  
GARVIN COUNTY

NOTARIAL PUBLIC

At Sec. 10 ...  
10 Oct 11 5 2 1 P. M. 1954  
Garvin County, Ohio  
By \_\_\_\_\_

Helen Smith  
Notary Public  
Helen Smith  
February 10 1954  
W. T. Price  
voluntary act and deed for

Helen Smith  
Notary Public  
Helen Smith

September 16 1956  
September 16 1956

847

#15

MEMPHISON, OKLAHOMA  
By *W. Henderson*

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 Fifty Cents per rod line,

to be paid when such grant shall be used and occupied, the undersigned do hereby grant and convey unto Rock Island Oil & Refining Co., Inc., its successors and assigns, a right of way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, remove and re-lay a pipe line and additional pipe lines for the transportation of oil, gas, petroleum or any of its products, and 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 lands situated in Garvin County, State of Oklahoma, to-wit:

North  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Section 3-1N-2W 84 rods @ \$.50 per rod  
Total-\$42.00

TO HAVE AND TO HOLD unto the said Rock Island Oil & Refining Co., Inc., its successors and assigns, as long as such lines and appurtenances thereto shall be maintained with ingress and egress to and from the same, for the purpose of constructing, inspecting, repairing and maintaining the same, and the removal of such at will, in whole or in part. The said grantors to fully use and enjoy the said premises, except for the purpose hereabove granted to the said Rock Island Oil & Refining Co., Inc., which hereby agrees to bury all pipe to a sufficient depth so as not to interfere with cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipe lines.

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 23rd day of April A.D. 1951  
*Raymond Douglass*

STATE OF OKLAHOMA }  
COUNTY OF Oklahoma } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of April 1951, personally appeared Raymond Douglass and Carolyn Dungee Countee to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.  
*Carolyn Dungee Countee*  
Notary Public  
My commission expires July 1, 1951

STATE OF OKLAHOMA }  
COUNTY OF Oklahoma } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of April 1951, personally appeared Raymond Douglass and Carolyn Dungee Countee to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.  
*Carolyn Dungee Countee*  
Notary Public  
My commission expires July 1, 1951

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RECORDED BOOK 348 PAGE 346



#16

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 Fifty Cents per rod line,

to be paid when such grant shall be used and occupied, the undersigned do hereby grant and convey unto Rock Island Oil & Refining Co., Inc., its successors and assigns, a right of way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, remove and re-lay a pipe line and additional pipe lines for the transportation of oil, gas, petroleum or any of its products, and 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 lands situated in Garvin County, State of Oklahoma, to-wit:

Worth of 33 1/3 of 3/4 of Section 3-1N-2W 84 rods @ \$.50 per rod  
Total-\$12.00

TO HAVE AND TO HOLD unto the said Rock Island Oil & Refining Co., Inc., its successors and assigns, as long as such lines and appurtenances thereto shall be maintained with ingress and egress to and from the same, for the purpose of construction, inspecting, repairing and maintaining the same, and the removal of such at will, in whole or in part. The said grantors to fully use and enjoy the said premises, except for the purpose hereabove granted to the said Rock Island Oil & Refining Co., Inc., which hereby agrees to bury all pipe to a sufficient depth so as not to interfere with cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipe lines.

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

WITNESS the execution hereof this 4th day of May, A.D. 1951  
James Douglas Berulah Williams  
Alvin Douglas Nellie Price

STATE OF OKLAHOMA California }  
COUNTY OF Los Angeles } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of May, 1951, personally appeared James Douglas and Alvin Douglas to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.  
Thorne F. Meadows  
Notary Public  
MY COMMISSION EXPIRES JAN. 16, 1953

My commission expires \_\_\_\_\_  
STATE OF OKLAHOMA California }  
COUNTY OF Los Angeles } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 8 day of May, 1951, personally appeared Alvin Douglas and James Douglas to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.  
Berluff Fairchild  
Notary Public  
My Commission Expires Dec. 25, 1953

154

#17

do hereby grant unto Oklahoma Mississippi River Products Line, Inc. a Delaware Corporation, its successors and assigns, the right to lay, maintain, operate, inspect and remove a pipe line, or pipe lines and appurtenances, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, with right of ingress and egress to and from the same, over, through, upon, under

and across the following described lands situated in the County of Garvin, State of Oklahoma to wit:

The NW<sup>1</sup>/<sub>4</sub> of SW<sup>1</sup>/<sub>4</sub> of Section 3, Township 1 North, Range 2 West, in Garvin County, Oklahoma.

Should more than one pipe line be laid under this grant at any time, by Grantee or its assigns, an additional consideration equal to the consideration hereinabove recited, shall be paid to the undersigned or their heirs, devisees, administrators, executors, successors or assigns for each line so laid after the first line.

It is agreed that the pipe line to be laid under this grant shall be constructed and maintained below cultivation depth, so that Grantors may fully use and enjoy the premises, subject to the rights of the Grantee to maintain and operate said line or lines.

Grantee agrees to pay for any damages to crops, fences, or other improvements on said premises that may arise from the construction, maintenance, operation and removal of said line or lines.

It is understood that the person securing this contract is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

This agreement shall be binding and inure to the benefits of the heirs, devisees, administrators, executors, successors, or assigns of the parties hereto.

Signed and delivered on this 21th day of December 1953

*[Handwritten Signature]* (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

In consideration of One Dollar (\$1.00) and other valuable consideration, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee of the rights granted by said grant.

Tenant

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Easement

61-4196  
22167  
JO 62-4421

#18

KNOW ALL MEN BY THESE PRESENTS, That

Raymond Douglas

AND \_\_\_\_\_ His (her) \_\_\_\_\_ in consideration of the sum of

One (\$1) 00/100 Dollars in hand paid, the receipt of which is hereby acknowledged, does hereby grant, warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, its successors and assigns, the right, privilege and authority to use, install, erect, operate, maintain and reconstruct a system of poles, towers, wires and fixtures for the transmission of electric current and telephone and telegraph messages, including the right of access and egress to and from said system across adjoining lands of Grantor and the right to remove any trees or obstructions and to cut, trim or remove any trees which may of any time in the sole judgment of the Grantor interfere with or endanger said system or its maintenance and operation upon, under and across the following described real property and premises situated in \_\_\_\_\_ County, State of Oklahoma, to-wit:

N2 NW2 SW2 Section 3 T1N R2W

Five to 25 feet east of the west fence line.

STATE OF OKLAHOMA, COUNTY OF \_\_\_\_\_

\_\_\_\_\_ M, and recorded \_\_\_\_\_  
\_\_\_\_\_ Depth

Grantor hereby covenant and agrees that no building or other structure shall ever be erected within \_\_\_\_\_ feet of the center line of said system unless the written consent of the Grantee is first obtained.

The right and privilege above granted to continue so long as same are used or needed for the transmission of electric current or telephone and telegraph messages, but should the grantor remove its property from the premises, and abandon the right of way herein granted, then this grant shall become null and void.

SIGNED AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1962

WITNESS:

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Oklahoma COUNTY, SS

I, \_\_\_\_\_ Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 1962

personally appeared \_\_\_\_\_ and \_\_\_\_\_

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

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

My commission expires \_\_\_\_\_ Notary Public \_\_\_\_\_

Imp. Reg. \_\_\_\_\_ Est. \_\_\_\_\_ (Draft No. 9424) File No. \_\_\_\_\_

210

1X X 11 2-199

PROP. # 9  
DRAFT# 00050

#19

ADDITIONAL LINE RECEIPT

Received of SUN PIPE LINE COMPANY of Tulsa, Oklahoma  
Twenty Five & 00/100 Dollars (\$ 25.00 ), as full  
consideration from SUN PIPE LINE COMPANY its successors and/or assigns  
for laying an additional pipeline under and pursuant to the terms of a Right of  
Way easement heretofore granted to the Sunray Oil Corporation,  
dated October 6, 19 47, and recorded in Book 278,  
Page 253, of the records of the County Clerk of Garvin County,  
State of Oklahoma the said amount hereinbefore stated being at the same rate  
of consideration as that paid for the first line under the terms and conditions  
of said Right of Way Grant. Said tract being described as:

NW/4 SW/4 Sec. 7 - Twp 17 - Rn 24

The Undersigned, whether one or more are now the owners of all or a part of the  
afore described property.

WITNESS:

Gene Ernestine (Exec)  
the Estate of Little Douglas, Decd  
Raymond Douglas, Decd

STATE OF OKLAHOMA }  
COUNTY OF Garvin } ss.

Before me, the undersigned, a Notary Public in and for said County and State,  
on this 15 day of Jan, 19 81, personally appeared  
Gene Ernestine, Public Exec.  
to me known to be the identical person s 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.

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



Gene Ernestine  
Notary Public

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

MAR 4 1981

9:20 a.m. and recorded  
in Book 961 at Page 246  
CAROLE RICHARD, County Clerk  
John S. Smith, Deputy



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"EXHIBIT A"

RURAL WATER PIPE LINE ORDER

ORDER BY THE BOARD OF COUNTY COMMISSIONERS, GARVIN COUNTY OKLAHOMA

#20

Now, on this the 18 day of May, 1981, the matter of the petition of the West Davis Rural Water Corporation, Davis, Oklahoma, for permission to lay a pipe line within boundary lines of county right-of-way, in said county and state came up before the Board of County Commissioners in said county for hearing, and it appeared that it was just that the said West Davis Rural Water Corporation be permitted to use as much lineal footage of said county right-of-way as reasonable necessary, and according to said description which is as follows, to-wit:

Sections 5, 6, 7, 8, 17 and 18, Township 1 North, Range 1 West ✓

Sections 3, 10, 11, 12, 14, 15, 16, 17, 21 and 29, Township 1 North, Range 2 West ✓

Section 30, Township 2 North, Range 1 West ✓

Section 33, Township 2 North, Range 2 West ✓

And it further appearing from the petition herein that said pipe line will be so constructed as not to interfere with any county road maintenance operation or right of the general public in the use of said highways and said county right-of-way, and will be constructed in accordance with all the rules of the County Commissioners and the laws of the State of Oklahoma governing same (Said rules and laws being a part of this order).

IT IS HEREBY ORDERED AND ADJUDGED BY THE BOARD OF County Commissioners of said county that permission be granted and permission is hereby granted to the West Davis Rural Water Corporation, its successors and assigns to use as much lineal footage of county right-of-way as above described. Said line to be constructed in accordance with the following rules of the County Commissioners and under the supervision of the County Commissioners.

1. Line will be no closer to center of road than lowest point of existing bar ditch with said line to be buried a minimum of 30 inches below said lowest point of existing bar ditch.
2. All hard surface roads must be bored.
3. Any road surface disturbed must be replaced with suitable material.
4. A copy of this order must be available for inspection on location as work is being done.
5. West Davis Rural Water Corp. and its contractors agrees to furnish all safety equipment (flares, road signs, barriers, etc.) during operation outlined above.
6. West Davis Rural Water Corp. and its contractors agrees to assume all liability (or subsequent liabilities as determined by a court of law) for damages that may be incurred by Garvin County or by individual County Commissioners as a result of this operation.
7. It is further agreed that expense of moving or lowering said water line, resulting from future county road operations, shall be paid in entirety by West Davis Rural Water Corporation.
8. This agreement is inferior to any existing utility easement on above right-

Garvin County Seal  
 Carol Richard  
 Carol Richard  
 West Davis Rural Water Corp.  
 By: HAL FESSLER, PRESIDENT

BOARD OF COUNTY COMMISSIONERS

Darrel West  
Darrel West, Chairman

Robert O. Brooks  
Robert O. Brooks, Member

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#21



AUG 30 2001

REC-381/101

STATE OF OKLAHOMA

COUNTY OF GARVIN

Book 110 Page 377  
C. H. MANN, County Clerk  
Deputy

For and in consideration of ten dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called Grantor, whether one or more), does hereby GRANT, BARGAIN, SELL AND CONVEY to Spectrum Field Services, Inc., its successors and assigns (hereinafter called GRANTEE), a right of way and easement along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed to evidence such agreed route), to remove trees, to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities which include above and below ground valves, meters, wireleads, cathodic protection equipment and markers across, under and upon the lands of GRANTOR in the County of Garvin, State of Oklahoma

To Wit:

A strip of land 50' wide across the NE/4 SW/4 and NW/4 SW/4 and N/2 SE/4 SW/4 Section 3, T1N-R2W.

The easement herein granted is for one pipeline only.

The GRANTOR represents the above described land (is or is not) rented to \_\_\_\_\_ Address \_\_\_\_\_ on a (cash or crop) basis.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands, to and from said right of way and easement, the right to use all roads over and across lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or part.

TO HAVE AND TO HOLD TO GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to: GRANTEE for the purpose herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above described right of way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damage which may be occasioned upon said right of way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purpose herein granted to said GRANTEE. It is also understood and agreed, GRANTOR will not change the grade over said pipeline and agrees not to construct any building or other structures over or within the easement of said pipeline including the planting of trees.

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

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

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LANDOWNER'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Irene E. D. Owens*  
IRENE E. D. OWENS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands hereby grant his consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

(Individual - Okla., Kan., Nebr.)

On this 11th day of July, 2001, before me, a Notary Public in and for said County and State, personally appeared Irene E. D. Owens and \_\_\_\_\_, his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.  
My commission expires: Dec 20, 2005

*Allison B. ...*  
WITNESS

*Lee R. Kinrley*  
Notary Public  
LEE R. KINRLEY  
Notary Public, State of Ohio  
My Commission Expires Dec 20, 2005

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

(Individual - Okla., Kan., Nebr.)

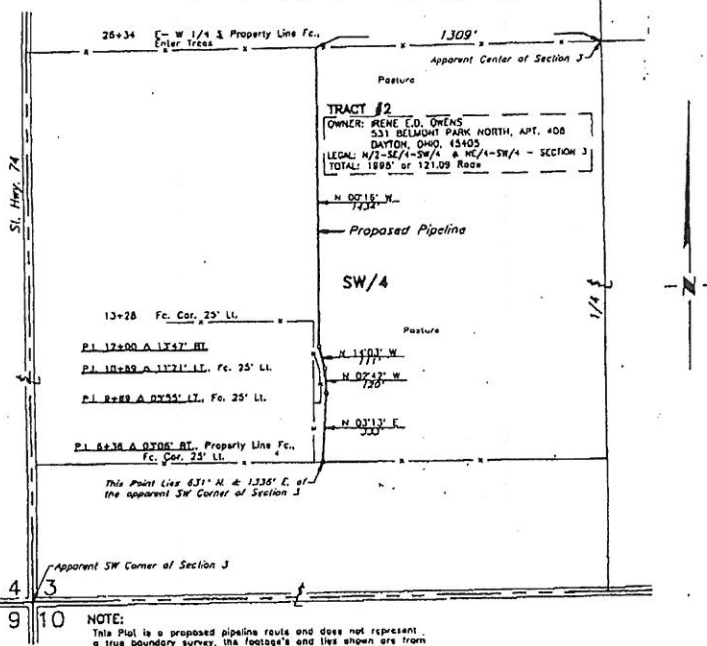
On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.  
My commission expires:

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

GARVIN COUNTY, OKLAHOMA

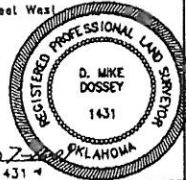
T 1 N - R 2 W



**CENTERLINE DESCRIPTION:**  
 CENTERLINE DESCRIPTION OF A PROPOSED PIPELINE CROSSING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3), TOWNSHIP ONE (1) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, GARVIN COUNTY, OKLAHOMA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING at a point 631 feet North and 1336 feet East of the apparent Southwest Corner of Section 3, T1N - R2W of the I.M., Garvin County, Oklahoma;  
 THENCE N 03°13' E a distance of 333 feet,  
 THENCE N 02°42' W a distance of 120 feet,  
 THENCE N 14°03' W a distance of 111 feet,  
 THENCE N 00°16' W a distance of 1434 feet to and ending at a point 1309 feet West of the apparent Center of said Section 3.

TOTAL LENGTH = .1998' or 121.09 Rods



NOTE:  
 Ownership provided by Client.

*D. Mike Dossey*  
 D. MIKE DOSSEY R.P.L.S. #1431

			SPECTRUM FIELD SERVICES		SCALE: 1" = 500'
					DATE: 7-10-01
NO.	REVISION	DATE	BY		JOB NO.: 010324
SURVEYED BY: J.D.			CIMARRON SURVEYING & MAPPING CO.		DRAW. NO.: 0103.24A
DRAWN BY: RKM			OKLAHOMA CITY, OKLAHOMA		AFE NO.:
APPROVED BY: D.M.D.			1530 S.W. 89th St. CA No. 1780 - June 30, 2003 Map. 5-3		SHEET 1 OF 1

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