

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: 20220802)

**Part of Auction Tract 3
(Pottawatomie County, Oklahoma)**

For May 17, 2022 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Brooke Investments, 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.: 20220802-1
Issuing Office File No.: 20220802
Property Address:

SCHEDULE A

1. Commitment Date: April 20, 2022 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Policy Amount: \$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:

Brooke Investments, L.L.C., by virtue of a Deed recorded April 22, 2005 as Document #200500005470.
5. The Land is described as follows:

All that part of the North Half of the Northeast Quarter (N½ NE¼) of Section Eighteen (18), Township Seven (7) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, lying North of the center of the Salt Creek Drainage Ditch and East of the Old State Highway No. 18.

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)

Fidelity National Title Insurance Company

Gayle Helton

Michael J. Helton
Michael J. Helton
President

Mayra Ramirez
Mayra Ramirez
Assistant Vice President

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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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 Brooke Investments, L.L.C. 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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SCHEDULE B-I
(Continued)

11. Obtain a court search as to Purchaser in Pottawatomie County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

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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. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Rights or claims of parties in possession not recorded in the public records.
12. Easements or claims of easements not recorded in the public records.

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SCHEDULE B-II

(Continued)

13. 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.
14. 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.
15. Taxes or special assessments which are not shown as existing liens by the public records.
16. Ad Valorem Taxes for the year 2022, amount of which is not ascertainable, due or payable.
17. 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.
18. Water rights, claims or title to water, whether or not shown by the public records.
19. Statutory easement for roadway along Section line.
20. Pipeline easement recorded March 16, 1925 in Book 67 at Page 597.
21. Highway easement infavor of the State of Oklahoma recorded October 2, 1929 in Book 126 at Page 369.
22. Highway Easement in favor of the State of Oklahoma recorded August 14, 1930 in Book 143 at Page 77.
23. Pipeline easement recorded February 1, 1939 in Book 222 at Page 408.
24. Easement recorded November 22, 1939 in Book 229 at Page 625.
25. Easement recorded June 15, 1929 in Book 121 at Page 398.
26. Easement recorded March 28, 1941 in Book 243 at Page 496.
27. Easement recorded July 3, 1941 in Book 247 at Page 296.
28. Easement in favor of Oklahoma Natural Gas recorded February 7, 1946 in Book 285 at Page 423.
29. Decree annexing the property into the Conservancy District NO. 4 recorded April 2, 1966 in book 304 at Page 468.

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SCHEDULE B-II
(Continued)

30. Right of Way Easement in favor of Canadian Valley Electric Cooperatives, Inc. recorded October 18, 2011 as Document #201100015542.

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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20050005470
 Filed for Record in
 POTTAWATOMIE OKLAHOMA
 NANCY BRYCE
 04-22-2005 At 12:10 pm.
 QCD 17.00

Instrument PG 1 OF 3
 20050005470

QUIT CLAIM DEED
 (Individual)

THIS INDENTURE, made this 1st day of April, 2005, between PHILIP W. REDWINE and SARAH ANN REDWINE, husband and wife, and JAMES Q. MAGUIRE and DOROTHEA WEBB MAGUIRE, husband and wife, (hereinafter referred to as "Grantor", whether one or more), and BROOKE INVESTMENTS, L.L.C., an Oklahoma limited liability company, whose address is 400 South Crawford, Norman, Oklahoma 73069, (hereinafter referred to as "Grantee", whether one or more),

W I T N E S S E T H :

THAT said Grantor, in consideration of the sum of Ten Dollars (\$10.00) to Grantor in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell, and convey unto the said Grantee all of Grantor's right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in Pottawatomie County, State of Oklahoma, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO 68 O.S. §3202 ¶3;

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

TO HAVE AND TO HOLD the above described premises unto the said Grantee, Grantee's heirs and assigns forever, so that neither the said Grantor nor any person in Grantor's name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hand the day and year first above written.

Philip W. Redwine
 PHILIP W. REDWINE

Sarah Ann Redwine
 SARAH ANN REDWINE

James Q. Maguire
 JAMES Q. MAGUIRE

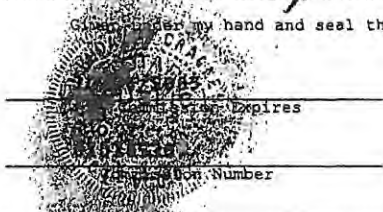
Dorothea Webb Maguire
 DOROTHEA WEBB MAGUIRE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
 COUNTY OF CLEVELAND)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 1st day of April, 2005, personally appeared PHILIP W. REDWINE and SARAH ANN REDWINE, 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.

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



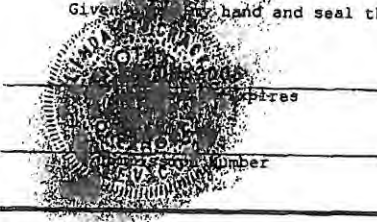
Linda Ann Gardner
 NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 15th day of April, 2005, personally appeared JAMES Q. MAGUIRE and DOROTHEA WEBB MAGUIRE, 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 my hand and seal the day and year last above written.



Linda Sue Cuccinno

NOTARY PUBLIC

EXHIBIT "A"

Instrument PG 3 OF 3
200500005470

- (1) All that part of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Eighteen (18), Township Seven North (T7N), Range Four East (R4E), lying North of the Center of Salt Creek Drainage Ditch East of Old State Highway 18, Pottawatomie County, Oklahoma.
- (2) All that part of the West Half (W/2) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Seven North (T7N), Range Four East (R4E), lying North of Salt Creek, Pottawatomie County, Oklahoma.

Address of Grantee:

BROOKE INVESTMENTS, L.L.C.
400 South Crawford
Norman, OK 73069

After Recording, Please Return to:

LAW OFFICES OF
REDWINE & CUBBERLEY
400 South Crawford
Norman, OK 73069

PWR/lm/A:\REDWINE\Brooke Investments\Quit Claim Deed.wpd
03/21/05/#2080-001

#20

...who executed the within and foregoing instrument and acknowledged to me the t he executed the same as his free and voluntary act and deed for the use and purpose therein set forth.
W. H. Hilton, Notary Public
My Commission expires March 27, 1931.

2-3342
STATE OF OKLAHOMA, } ss
POTTAWATOMIE COUNTY,

This instrument was filed for record of the 16th day of March A. D. 1928 at 9 o'clock A. M. and duly recorded in Book 67 at page Fees \$.....
G. E. Pettigrew, County Clerk Grace Herrington, Deputy.

RIGHT OF WAY CONTRACTS

FOR AND IN CONSIDERATION OF THE SUM OF \$423.00 the receipt of which is hereby acknowledged. A. B. Jones hereafter called grantors, hereby grant unto SINGULAR PIPE LINE COMPANY, a Maine corporation, hereafter called grantees, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil or gas on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Pottawatomie County State of Oklahoma, to-wit: NE1/4 Section 8 Township 7 Range 4 S of SW1/4 Section 8 Township 7 Range 4 N of SE1/4 Section 8 Township 7 Range 4 S of SW1/4 Section 8 Township 7 Range 4 N of SE1/4 Section 8 Township 7 Range 4 S together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantees of the rights granted by this contract.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said grantees, grantees agree to pay any damages caused to growing crops, pasturage and fences of grantors on said land caused by grantees' operations hereunder on said land. In the event the parties hereto cannot agree upon the amount of said damage, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantees and the third by two so selected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipeline laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

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

IN WITNESS WHEREOF, the parties have hereto set their hands and seal this 20th day of February, 1928.
Signed sealed and delivered in the presence of, J. G. Morris

A. B. Jones (REAL)

STATE OF OKLAHOMA : } ss
Pottawatomie County

Before me J. G. Jones is and for said county and, State of Oklahoma this 20th day of February, 1928, personally appeared A. B. Jones and, to me known this day as 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.
My Commission expires Feb 27th 1929.
W. G. Jones, Notary Public.

(REAL)

2340
STATE OF OKLAHOMA } ss
POTTAWATOMIE COUNTY,

This instrument was filed for record on the 16th day of March A. D. 1928, at 9 o'clock A. M. and duly recorded in Book 67 at page Fees \$.....
G. E. Pettigrew, County Clerk Grace Herrington, Deputy.

FOR AND IN CONSIDERATION TO THE SUM OF \$ 40.00, the receipt of which is hereby acknowledged George M. Richenover hereafter called grantors, hereby grant unto SINGULAR PIPE LINE COMPANY, Main corporation, hereafter called grantees, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil or gas on over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Pottawatomie County, State of Oklahoma, to-wit: NE1/4 Section 8 Township 7 Range 4 N of SE1/4 Section 8 Township 7 Range 4 S of SW1/4 Section 8 Township 7 Range 4 N of SE1/4 Section 8 Township 7 Range 4 S

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said grantees. Grantees agree to pay any damages caused to growing crops, pasturage and fences of grantors and any and all damage to land caused by grantees' operations hereunder. In the event the parties hereto cannot agree upon the amount of said damage, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantees and the third by two so selected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipeline laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

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

#21

MISCELLANEOUS RECORD NO. 126

#C-18711

Filed for record on Oct., 2, 1929 at 9 o'clock A.M.
C. E. Pettigrew, County Clerk By Lucile Waldrip, Deputy

EASEMENT #50

Know All Men By These Presents;

That A. E. Jones and Matibel Jones husband and wife of Pottawatomie County, State of Oklahoma, for and in consideration of the sum of Six Hundred and Fourteen & No/100 (\$614.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Pottawatomie County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the W $\frac{1}{2}$ -NE $\frac{1}{4}$ of Sec. 18, T7N, R 4 E, in Pottawatomie County, Okla. Said parcel of land being a right-of-way 270 feet in width 200 feet on the right and 70' on the left side of the center line of the survey for Okla. F.A.P.#221. Said parcel of land being further described by its center line as follows:

Beginning at a point on the North line of said Sec. 18, 950' feet East of the North $\frac{1}{2}$ corner of said Sec. 18, Station 939+51 of said survey, thence S 5 $^{\circ}$ 24' W, a distance of 549', thence said parcel of land being 600' in width, 300' either side of said center line, extending S 5 $^{\circ}$ 24' W a distance of 210', thence said parcel of land being 360' in width, 300' on the right and 60' on the left side of said center line, extending S 5 $^{\circ}$ 24' W a distance of 90', thence said parcel of land being 260' in width 200' on the right and 60' on the left side of said center line, extending S 5 $^{\circ}$ 24' W, a distance of 400', thence said parcel of land being 120' in width, 60' on either side of said center line, extending S 5 $^{\circ}$ 24' W, a distance of 500', thence said parcel of land being 80' in width, 40' on either side of said center line, extending S 5 $^{\circ}$ 24' W, a distance of 164.6' thence South-easterly on a curve to the left, having a radius of 1432.7' feet, a distance of 368.7', thence S 9 $^{\circ}$ 21' E, a distance of 262.7', to a point on the South line of said W $\frac{1}{2}$ -NE $\frac{1}{4}$, 906' east of the center of said Section 18, Station 964+96 of said survey, containing 12.28 acres, more or less.

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

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

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

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand and seal this the 20th day of September, 192__.

A. E. Jones
Matibel Jones

State of Oklahoma, }
County of Pottawatomie } ss.

Before me, the undersigned, Notary Public in and for the State and County aforesaid, on this 20th day of September, 1929, personally appeared A. E. Jones and Matibel Jones 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.

W. B. Moran
Notary Public

My commission expires May 5, 1932. (SEAL)

#C-18712

Filed for record on Oct. 2, 1929 at 9 o'clock A.M.
C. E. Pettigrew, County Clerk By Lucile Waldrip, Deputy

EASEMENT #51

Know All Men By These Presents: That Lillie M. Bettis and Odam Bettis, Dennis Bettis, Mrs. Iva-Bailey, Viola Fay-Bettis of Pottawatomie County, State of Oklahoma, for and in consideration of the sum of Two Hundred and Twenty One Dollars and 50/100 (\$221.50) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Pottawatomie County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the W $\frac{1}{2}$ -SE $\frac{1}{4}$ of Section 18-T. 7 N, R 4 E, in Pottawatomie County, Okla. Said parcel of land being a right-of-way 80 feet in width, 40 feet on either side of the center line of the survey for Okla. F.A.P.#221. Said parcel of land being further described by its center line as follows:

Beginning at a point on the North line of said W $\frac{1}{2}$ -SE $\frac{1}{4}$, 906 feet East of the center of said Section 18, Station 964+96 of said survey, thence S 9 $^{\circ}$ 21' E, a distance of 1893.4 feet, thence Southeasterly on a curve to the left, having a radius of 1273.6 feet, a distance of 316.6 feet, to a point on the North City Limits of the Townsite

#92

D-10207.
Filed for record on the 14 day of Aug. 1930, at 8 A.M.
C.E. Pettigrew, County Clerk, By Grace Herrington, Deputy.

#A-50.

EASEMENT.

KNOW ALL MEN BY THESE PRESENTS:

That A. B. Jones and Matibel Jones, husband and wife of Los Angeles County, State of California for and in consideration of the sum of Sixty Seven dollars (\$67.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Pottawatomie County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the W 1/4 NE 1/4 of Section 18, T 7 N, R 4 E, in Pottawatomie County, Oklahoma. Said parcel of land being a right-of-way 270 feet in width, 200 feet on the right and 70 feet on the left side of the center line of the survey for Oklahoma Federal Aid Project No. 221. Said parcel of land being further described by its center line as follows: Beginning at a point on the North line of said W 1/4 NE 1/4, 950 feet East of the West line of said W 1/4 NE 1/4, Station 939+51 of said survey, thence S 5° 24' W a distance of 549 feet, thence said parcel of land being 600 feet in width, 300 feet on either side of said center line, continuing S 5° 24' W a distance of 210 feet, thence said parcel of land being 350 feet in width, 300 feet on the right side and 50 feet on the left side of said center line, continuing S 5° 24' W a distance of 90 feet, thence said parcel of land being 260 feet in width, 200 feet on the right side and 60 feet on the left side of said center line, continuing S 5° 24' W a distance of 400 feet, thence said parcel of land being 120 feet in width, 60 feet on either side of said center line, continuing S 5° 24' W a distance of 500 feet, thence said parcel of land being 100 feet in width, 50 feet on either side of said center line, continuing S 5° 24' W a distance of 164.6 feet, thence southeasterly on a curve to the left having a radius of 1432.7 feet a distance of 368.7 feet, thence S 9° 21' E a distance of 262.7 feet to a point on the South line of said W 1/4 NE 1/4, 906 feet East of the center of said Section 18, Station 964+96 of said survey. Containing 0.37 acres, more or less, in addition to the present right-of-way.

In consideration of the construction of State Highway No. 18 the grantors ^{herein} agree to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employees, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

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

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

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand and seal this the 16 day of June, 1930.

A. B. Jones
Matibel Jones

Witnesses:

State of California,
County of Los Angeles, SS.

Before me, the undersigned, Notary Public in and for the State and County aforesaid, on this 16th day of June, 1930, personally appeared A. B. Jones and Matibel Jones, 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 use and purposes therein set forth.

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

Lucille M. Lenox,
Notary Public.

(SEAL)

My commission expires 19th day of November, 1933.

Received Jul 14, 1930, State Highway Engineer.

D-10208.
Filed for record on the 14 day of Aug. 1930, at 8 A.M.
C.E. Pettigrew, County Clerk, By Grace Herrington, Deputy.

#A-54-a

EASEMENT.

KNOW ALL MEN BY THESE PRESENTS:

That R. H. Sanders and Bessie W. Sanders, husband and wife of Pottawatomie County,

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COLLATERAL RECORD NO. 222

6RHPV

State of Oklahoma, County of Pottawatomie, ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9 day of June, 1938, personally appeared R. L. Martain and G. B. Martain to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Sept. 21, 1939 (SEAL) E. A. Hightower, Notary Public

No. 822-39

Filed for record on the 1 day of Feb. 1939 at 8 A. M. R. E. Easley, County Clerk

By B. E. Warren, Deputy (VB)

RIGHT OF WAY GRANT--PIPELINE

FOR AND IN CONSIDERATION OF Eighty Five and 50/100 Dollars (\$85.50) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company a corporation, organized under the laws of the State of Oklahoma, and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right to lay, maintain, operate and remove a pipe line for the transportation of oil, gas or water, and erect, maintain, operate and remove a telegraph line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

The North Half (N½) of the Northeast Quarter (NE¼)

To lay a four inch pipe line starting at the north west corner of above described land thence in a southeasterly direction to a point in the approximate center of above described land thence in a northeasterly direction to a point approximately 500 feet south of the north east corner of the above described land.

It is understood that the consideration above recited is also in payment of release for all damages to the land above described.

of Section 18, Township 7, Range 4 in Pott. County, State of Oklahoma with ingress and egress to and from the same. The grantor, their heirs and assigns, may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantees herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantors heirs or assigns, one by the said grantees, 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 grantees, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, and shall pay therefor a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in making such change, to be paid by the said grantees.

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

WITNESS our hands this 26th day of January A. D. 1939.

A. Buford Jones Mildred Fromuth

State of Oklahoma, County of Pottawatomie, ss

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day of January, 1939, personally appeared A. Buford Jones and Mildred Fromuth personally known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed by notarial seal the day and year first above written.

My commission expires 6-1-1942 (SEAL) Harris Van Wagner, Notary Public

No. 823-39

Filed for record on the 1 day of Feb. 1939 at 8 A. M. R. E. Easley, County Clerk

By B. E. Warren, Deputy (VB)

RIGHT OF WAY GRANT--PIPELINE

FOR AND IN CONSIDERATION OF Sixty Four and 50/100 Dollars (\$64.50) to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to Tidal Pipe Line Company a corporation, organized under the laws of the State of Oklahoma, and duly authorized to transact business in the State of Oklahoma, its successors or assigns, the right to lay, maintain, operate and remove a pipe line for the transportation of oil, gas or water, and erect, maintain, operate and remove a telegraph line, if the same shall be found necessary, on, over, or through the following described lands, to-wit:

The North Half (N½) of the Southeast Quarter (SE¼)

A four inch pipe line starting at a point approximately 500 feet east from the south west corner of the above described land thence in a northeasterly direction to a point approximately 250 feet south of the north east corner of the above described land. It is understood that the consideration above recited is also in payment of release for all damages to the land above described.

of Section 8, Township 7, Range 4 in Pott. County, State of Oklahoma with ingress and egress to and from the same. The grantor, their heirs and assigns, may fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantees herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantors, heirs or assigns, one by

IN TESTIMONY WHEREOF, WITNESS the signature of SUN OIL COMPANY, this 19th day of November 1939.

SUN OIL COMPANY
By E. J. Gorman
Attorney-in-Fact.

STATE OF OKLAHOMA,
COUNTY OF TULSA, SS.

On this 19th day of November, 1939, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, appeared E. J. Gorman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument 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 such corporation, for the uses and purposes therein set forth.

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

My commission expires March 1st, 1941 (SEAL) G.E. Campbell, Notary Public

No. 8775-39
Filed for record on the 22 day of Nov. 1939 at 8 A.M.
R. E. BASLEY, County Clerk By B.E. Warren, Deputy (GH)

MORTGAGE RELEASE

The Note secured by a Mortgage executed by F. R. Jones and Bertha Jones, his wife, to The Pioneer Mortgage Company on the 8th day of January, 1930, and recorded in Book 101 of Mortgages, on Page 127-8-9, Pottawatomie County, in the State of Oklahoma, covering all the following-described real estate, situated in Pottawatomie County, State of Oklahoma, to-wit:

All of Lot Twelve (12) in Block (3) of Penn's Addition to the City of Shawnee, Oklahoma, according to the recorded plat thereof.

And which mortgage was duly assigned to the Metropolitan Life Insurance Company by assignment dated Feb. 17, 1930 and recorded Feb. 19, 1930 in Book 135, page 569, has been fully paid and satisfied, and such mortgage is hereby declared fully paid, satisfied, and released.

In Witness Whereof, the METROPOLITAN LIFE INSURANCE COMPANY has caused these presents to be signed by its Third Vice-President and its corporate seal to be affixed this 14th day of November, Nineteen hundred and thirty-nine.

Attest: METROPOLITAN LIFE INSURANCE COMPANY
Edward M. Keys By Louis I. Dublin
Assistant Secretary (SEAL) Third Vice President

STATE OF NEW YORK,
COUNTY OF NEW YORK, SS.

On this 15th day of November, Nineteen hundred and Thirty-nine, before me, a Notary Public in and for said County and State, personally appeared Louis I. Dublin, to me known to be the identical person who signed the name of the maker thereof, the Metropolitan Life Insurance Company, to the foregoing instrument, as its Third Vice President 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 the said Corporation, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of New York, the day and year last above written.

Charles V. Hart, Notary Public Charles V. Hart, Notary Public
Massau Co. Clk's No. 2333 (SEAL)
N.Y. Co. Clk's No. 1158 Reg. No. OH 656
Kings Co. Reg. No. 462
Queens Co. Reg. No. 8083
Bronx Co. Reg. No. 194 H 40
My Commission expires March 30, 1940

No. 8780-39
Filed for record on the 22 day of Nov. 1939 at 8 A.M.
R. E. BASLEY, County Clerk By B.E. Warren, Deputy (GH)

EASEMENT

This indenture made and entered into this 25th day of October, 1939, by and between A.B. Jones and Mildred Fromuth, hereinafter called Grantor, or Party of the First Part, and MAGNOLIA PETROLEUM COMPANY, called Grantee, or Party of the Second Part; Witnesseth:

That, Whereas, said Grantor is seized of an estate in fee simple and in possession of the following described land, situated in Pottawatomie County, Oklahoma, to-wit:

The South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section Eighteen (18) Township Seven North (7N) Range Four East (4E),

And, Whereas, said grantee is engaged in the production of oil and gas, and the development of oil and gas leases situated in the water shed or drainage area of a stream of water which traverses and flows through and across the land hereinabove described; and

Whereas, incidental to the operation of said leases it is claimed by First Party that Party of the Second Part has permitted certain oil, base sediment, salt water and other deleterious substances to escape from said leases and his permitted such substances to flow on and across said land above described, by reason of which fact said Grantor claims to have been damaged.

Now, therefore, in consideration of the sum of \$1.00 and other good and valuable considerations in hand paid by Second Party to First Party, receipt whereof is hereby acknowledged, First Party hereby gives, grants, sells, and conveys to Second Party its successors or assigns, an easement on the above described land for the purpose of permitting salt water, oil, base sediment or other deleterious substances to escape from leases owned or operated by second party, its successors or assigns, to flow on and across said premises, and agrees to accept the

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same sum above named as complete satisfaction for all damage alleged to have been done to or on premises above described heretofore, or may be done to or on said premises by reason of oil salt water, base sediment and other deleterious substances that have heretofore escaped from said leases and flowed on and across said land or may hereafter escape and flow on and across said land. This Easement shall continue in force for a period of fifteen (15) years.

It is understood and agreed that the undersigned reserves the right and privilege to collect from other operators who are developing and operating oil and gas leases, for damage claimed on the above described land, whose leases are situated in the drainage area above the said described land.

It shall not be necessary for this agreement to be signed by Second Party. This also includes roadway right of way and location damage to date.

A. R. Jones
Mildred Fromuth

STATE OF OKLAHOMA,
COUNTY OF POTTAWATOMIE.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of October, 1939, personally appeared A. B. Jones and Mildred Fromuth, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Com. expires Dec. 31, 1940 (SEAL)

Olive McDaniel, Notary Public

No. 8789-39

Filed for record on the 22 day of Nov. 1939 at 8 A.M.

R. E. EASLEY, County Clerk

By B. E. Warren, Deputy (CH)

AGREEMENT

THIS AGREEMENT, entered into this 30th day of October 1939 by and between Willie May Wood Lain of Oklahoma City, party of the first part, and the Connecticut General Life Insurance Company, a corporation, of Hartford, Connecticut, party of the second part, WITNESSETH:

WHEREAS, the party of the first part has applied to the party of the second part for an extension of time for the payment of the \$15,500.00 unpaid balance of a \$25,000.00 loan secured by a first mortgage dated April 19, 1930, recorded in book 101, pages 272, 273, 274 of the mortgage records of Pottawatomie County, Oklahoma, on the following described real estate:

Lots Thirteen (13) and Fourteen (14) in Block Seventeen (17) of Choctaw Addition to the City of Shawnee, as shown by the recorded plat thereof, in Pottawatomie County, Oklahoma,

and has executed an agreement therefor as follows: an extension agreement of \$15,500.00 payable \$500.00 on the first day of November 1940 and \$500.00 on the first day of each succeeding May and November in each year to and including November 1, 1944 and the balance of \$11,000.00 on the first day of May 1945, bearing interest at the rate of six (6%) per cent per annum payable semi-annually on the first day of May and November in each year; and

WHEREAS, in order to induce said party of the second part to grant said extension, said party of the first part has agreed as additional collateral security therefor to assign, transfer, set over and convey to party of the second part all of the rents due and that are to become due and payable for the use of said property during the term of said loan and more particularly the rents due or to become due and payable to the party of the first part under a certain lease contract between said Willie May Wood Lain and Sears Roebuck and Co.

PROVIDED that until there shall have been a default in one or more conditions of the first mortgage or the note secured thereby, the amount of rent hereby assigned and transferred to party of the second part shall be as follows: the sum of Two Hundred Fifty (\$250.00) Dollars per month beginning with the rent due and payable May 1, 1940 and each month thereafter until said mortgage shall have been fully satisfied.

NOW THEREFORE, in consideration of the premises and the granting of said extension by said Connecticut General Life Insurance Company, the party of the first part does hereby sell, assign, transfer, set over and convey unto party of the second part the rent due and to become due the party of the first part, her heirs, successors or assigns, on the aforementioned lease and from any other lessee or occupant of said mortgaged property under the terms of any lease, supplemental contract or any other contract or lease for the occupancy and possession of said property during the extended term of said loan, and does hereby give and grant unto said party of the second part, its successors and assigns, the full, exclusive and irrevocable right to collect said rents should any of said defaults occur, all in trust, however, for the following purposes:

FIRST: All of said funds when and as collected by said party of the second part to be held during the interim between interest maturity dates on said mortgage extension agreement and shall be applied on the first day of May and November of each year to the payment of interest as the same matures and the payment of principal installments as the same mature on said extension of the \$15,500.00 unpaid balance.

SECOND: From the excess above the amount necessary to meet the installments of principal and interest on said loan as above provided, said party of the second part shall retain an amount sufficient to pay any and all taxes on said real estate by the time the same is due and payable, and an amount necessary to keep the improvements thereon insured against loss by fire and tornado as provided in said first mortgage; and from the amount so retained shall pay such taxes and maintain such insurance unless the same shall have been paid and maintained by the party of the first part.

THIRD: If, in the discretion of the party of the second part, there is in its hands on the first day of May and November of each year any excess from said funds accumulated from said monthly payments over and above the amount necessary to pay when due the amounts heretofore authorized, such excess shall be held for disbursement subject to the written authority of the

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#C-12825

Filed for record on June 15, 1929 at 9 o'clock A.M.
C. E. Pettigrew, County Clerk

By Lucile Weidrip, Deputy

ENDORSED

Voucher No. 201
Series Z-299 Line No. 19
RIGHT OF WAY From A. B. Jones, Shawnee,
TO The Prairie Pipe Line Company
Line Asher # 1-6' Dish Entered L.E. 70
Date - - - - - R. of W. Dept.

FOR AND IN CONSIDERATION of the sum of Eighty # DOLLARS, to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grant to THE PRAIRIE PIPE LINE COMPANY, a corporation, organized and existing under the laws of the State of Kansas, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, and to erect, maintain, operate and remove a telegraph or telephone line, if the same shall be found necessary, together with the right of ingress and egress, on, over and through the following described lands situate in Pottawatomie County and State of Oklahoma, to-wit:

NE 1/4 of Sec. 18, Twp. 7 N. R. 4 E

The said undersigned owners, their heirs or assigns, to fully use and enjoy the said premises, except as the same may be necessary for the purpose herein granted to the said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns.

The said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns, hereby agrees to pay any damages which may arise from laying, maintaining, operating or removing said pipe line; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owners of said lands, their heirs or assigns, one by THE PRAIRIE PIPE LINE COMPANY, 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.

It is further agreed that for the consideration above mentioned, THE PRAIRIE PIPE LINE COMPANY, its successors or assigns, is hereby granted the right to at any time lay an additional line or lines of pipe alongside of the first line as herein provided, upon the payment of a further consideration of Eighty # (\$80.00) Dollars for each additional line when laid, and subject to the same rights and conditions. Said Company, its successors and assigns, to have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of Apr., 1929.

A. B. Jones

Signed, sealed and delivered
in the presence of C. D. Waller

STATE OF OKLAHOMA, }
County of Pottawatomie } SS.

On this 30th day of April, 1929 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared A. B. Jones to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

N. E. Smith
Notary Public

My commission expires 3/29-1932

(SEAL)

#C-12826

Filed for record on June 15, 1929 at 9 o'clock A.M.
C. E. Pettigrew, County Clerk

By Lucile Weidrip, Deputy

ENDORSED:

Voucher No. D101 Sub. No. 203
Series Z-299 Line No. 16 Okla
RIGHT OF WAY From J. G. DAVIS, Shawnee,
TO The Prairie Pipe Line Company
Line Asher # 1-6' Dish Entered L.E. 70
Date - - - - - R. of W. Dept.

FOR AND IN CONSIDERATION of the sum of Eighty # DOLLARS, to the undersigned owners paid the receipt of which is hereby acknowledged, the undersigned hereby grant to THE PRAIRIE PIPE LINE COMPANY, a corporation, organized and existing under the Laws of the State of Kansas, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, together with the right of ingress and egress, on, over and through the following described lands, situate in Pott County and State of Oklahoma, to-wit:

EE of SE 1/4 of Sec. 19, Twp 7 N., Range 4 E.

The said undersigned owners, their heirs or assigns, to fully use and enjoy the said premises, except as the same may be necessary for the purpose herein granted to the said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns.

The said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns, hereby agrees to pay any damages which may arise from laying, maintaining, operating or removing said pipe line; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owners of said lands, their heirs or assigns, one by THE PRAIRIE PIPE LINE COMPANY, 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.

STATE OF OKLAHOMA,
CLEVELAND COUNTY, SS.

Before me, a Notary Public in and for said County and State, on this 22nd day of Feb. 1941 personally appeared Oscar Standridge, individually and as atty. for Leora Standridge heirs, 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.

My commission expires Feb. 12, 1945 (SEAL)

W. L. Lurry, Notary Public

No. 2229-41

Filed for record on the 28 day of March 1941 at 8 A.M.
R. E. BASLEY, County Clerk

By H. Newsom, Deputy (GH)

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$76.50 the receipt of which is hereby acknowledged, A. B. Jones Jr. and Mildred Fromuth hereafter called grantors, hereby grant unto STANOLIND PIPE LINE COMPANY, a Maine Corporation, its successors and assigns, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil or gas on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Pottawatomie County, State of Okla. to-wit:

SE4 SE4 Sec. 7 Tp. 7N, R4E and N2 NE4 Section 18, Township 7N, Range 4E

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors, hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines for the transportation of oil or gas on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of Fifty Cents per rod on or before the time grantee commences to construct such pipe line on, over and through said land.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations hereunder, to said land, and to the improvements, crops, pasturage, fences and livestock of grantors on said land, on the basis of the status, condition, and use of said land and the improvements thereon, at the date of this contract. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantors, one by said grantee and the third by two so selected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 21st day of Feb. 1941.

Signed, sealed and delivered in
the presence of: J.C. Childers,

A. B. Jones Jr.
Mildred Fromuth

STATE OF OKLAHOMA,
POTTAWATOMIE COUNTY, SS.

Before me, a Notary Public, in and for said County and State, on this 21 day of Feb. 1941, personally appeared A. B. Jones Jr. and Mildred Fromuth, 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.

My commission expires: 4/11/41 (SEAL)

Jack Bellisle, Notary Public

No. 2230-41

Filed for record on the 28 day of March 1941 at 8 A.M.
R. E. BASLEY, County Clerk

By H. Newsom, Deputy (GH)

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$48.00 the receipt of which is hereby acknowledged, Mary Elvira McCully & J.E. McCully, her husband, hereafter called grantors, hereby grant unto STANOLIND PIPE LINE COMPANY, a Maine Corporation, its successors and assigns, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil or gas and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, to be located along said pipe line, or along fence or property line, together with the right to trim or cut trees as may be necessary in the erection and maintenance of said lines, if grantee desires to do so, to be used in connection with any such pipe line, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Pottawatomie County, State of Okla. to-wit:

SE SE4 Section 6, Township 7, Range 4

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines for the transportation of oil or gas on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of Fifty Cents per rod on or before the time grantee commences to construct such pipe line on, over and through said land.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said Grantee. Grantee agrees to pay any damages caused by grantee's operations

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

1-8" gasline 320 rods

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 20 day of June, 1941.

Lydia Cecil

STATE OF OKLAHOMA, GRADY COUNTY, SS.

Before me, a Notary Public in and for said County and State, on this 20 day of June, 1941, personally appeared Lydia Cecil, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: 9-11-1942 (SEAL) Victor A. Iobe, Notary Public

No. 6158-41

Filed for record on the 3 day of July, 1941 at 1 P.M.

R. E. EASLEY, County Clerk

By H. Newsom, Deputy (PC)

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$12.50, the receipt of which is hereby acknowledged, J. M. Latimer hereinafter called grantors, hereby grant unto SINCLAIR PRAIRIE OIL COMPANY, a Maine corporation, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of water, casinghead gas, fuel oil, oil, gas, gasoline and any other products from oil and/or gas wells, and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, if grantee desires to do so, to be used in connection with any pipe line owned by said grantee, on, over and through the following described land, of which land grantors warrant they are owners in fee simple, situated in Pottawatomie County, State of Okla., bounded and described as follows:

To lay a 8" gas line across the W 1/2 of NW 1/4 Sec. 14, Twp. 7 N., Range 4 E.,

containing 80 acres, more or less, in _____ Survey, and more fully described in a certain deed from J. Greer, to J. M. Latimer, recorded in book _____ at page _____ of the records of _____ County, State of Okla., together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract, including, but not limited to, the right to construct, operate and maintain a pit or pits for the purpose of draining oil and burning, or otherwise disposing of, waste products from said pipe line.

And, for an additional consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines for the transportation of water, casinghead gas, fuel oil, oil, gas, gasoline or any other products, on, over and through said land, and grantee shall pay to grantors, for each additional line placed on said land by it, at the rate of 25 cents per rod.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said grantee. Grantee shall pay any damages caused to crops, pasturage, and fences of grantors caused by grantee's operations hereunder. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

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

IN WITNESS WHEREOF, grantors have hereunto set their hands this 23 day of June, 1941.

J. M. Latimer

STATE OF OKLAHOMA, LOVE COUNTY, SS.

O. L.

Before me, Jacobsmeyer, Notary Public, in and for said County and State, on this 23 day of June, 1941, personally appeared J. M. Latimer, 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.

My commission expires May 23, 1945 (SEAL) O. L. Jacobsmeyer, Notary Public

No. 6160-41

Filed for record on the 3 day of July, 1941 at 1 P.M.

R. E. EASLEY, County Clerk

By H. Newsom, Deputy (PC)

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$72.50 the receipt of which is hereby acknowledged, Matibel Jones, hereinafter called grantors, hereby grant unto SINCLAIR PRAIRIE OIL COMPANY, a Maine corporation, hereinafter called grantee, the right to lay, maintain,

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inspect, operate, replace, change or remove a pipe line for the transportation of water, casinghead gas, fuel oil, oil, gas, gasoline and any other products, and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines, and the equipment and apparatus therefor, if grantee desires to do so, to be used in connection with any pipe line owned by said grantee, on, over and through the following described land, of which land grantors warrant they are the owners in fee simple, situated in Pottawatomie County, State of Okla., to-wit:

NE NE & SE NE Section 16, Township 7 N, Range 4 E,

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

And for an additional consideration of one dollar (\$1.00), the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of water, casinghead gas, fuel oil, oil, gas, gasoline or any other products, on, over and through said land, and grantee shall pay to grantor, for each additional line placed on said land by it, at the rate of per rod.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said grantee. Grantee shall pay any damages caused to crops, pasturage, and fences of grantors caused by grantee's operations hereunder. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

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

1-8" pipe line - 145 rods.

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 20 day of June, 1941.

Matibel Jones

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS

Before me, a Notary Public in and for said County and State, on this 20 day of June, 1941, personally appeared Matibel Jones, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 9-11-1942 (SEAL)

Victor A. Jobe, Notary Public

No. 6164-41

Filed for record on the 3 day of July, 1941 at 1:30 P.M.

R. E. EASLEY, County Clerk

By H. Newsom, Deputy (PC)

RIGHT OF WAY GRANT 4801

KNOW ALL MEN BY THESE PRESENTS:

That Gladys Mader and George J. Mohler, 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, hereinafter called 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 Pottawatomie County, State of Oklahoma, described as follows:

NW4 6-6-4E 160 R.

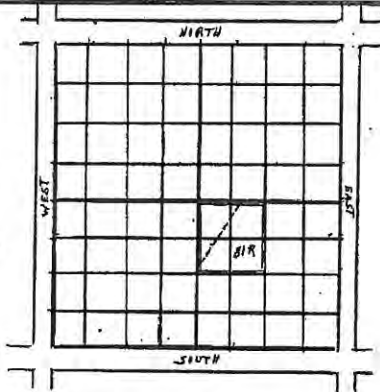
and does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the right to use so much of the aforesaid real estate and premises as may be necessary and to do whatever may be necessary, for or in connection with the location, laying, installing, erection, 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 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, install-

copy, all copy must be part of the second part



#28

No. 1468-46
Filed for record on the 7 day of February 1946 at 8 A. M.
By Dorothy Benton, Deputy (BU)
B. W. Dierker, County Clerk

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into by and between A Buford Jones, Jr., Ruth E. Wilkerson and Mildred M. Fromuth, hereinafter called the Grantor, and Oklahoma Natural Gas Company, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor for and in consideration of the sum of \$1.00 and O.V.C. Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line for the purpose of the transportation of Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Pottawatomie State of Oklahoma, described as follows, to-wit:

SE/4 of SE/4, Section 7 and NE/4 of Section 18, all in
Township 7N, Range 4E.
Pipe line will be suspended from A frames over Salt Creek

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its line of pipe.
4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, this 15th day of January, 1946.

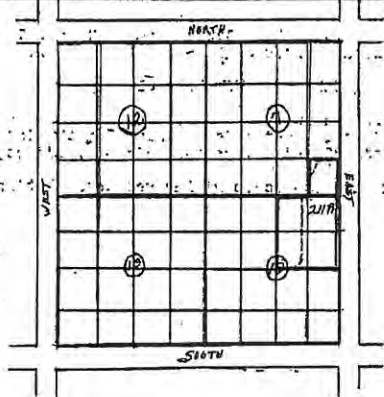
A. Buford Jones, Jr.
Ruth E. Wilkerson
Mildred M. Fromuth

STATE OF OKLAHOMA,)
) ss.
COUNTY OF Pottawatomie

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 15th day of January, 1946, personally appeared A. Buford Jones, Jr., Ruth E. Wilkerson and Mildred M. Fromuth 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 herein set forth.

Witness my hand and official seal.

My Commission expires Oct 20, 1949 (SEAL) C. R. Snyder, Notary Public



No. 1469-46
 Filed for record on the 7 day of February 1946 at 8 A. M.
 B. W. Dierker, County Clerk By Dorothy Benton, Deputy. (BU)

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into by and between Bettie Cecil, Vaughn Sylvester, Willie Mae Conatser, Bessie Bray Dodson, hereinafter called the Grantor, and Oklahoma Natural Gas Co., a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor for and in consideration of the sum of \$3.00 and O.V.C. Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line for the purpose of the transportation of Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Pottawatomie State of Oklahoma, described as follows, to-wit:

NW/4 of Section 5, Twp 7N, Rge 4E

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its line of pipe.
4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, this 8th day of January 1946.

Vaughn Sylvester
 Bettie Cecil
 Willie Mae Conatser
 Bessie Bray Dodson

STATE OF Texas) ss.
 COUNTY OF El Paso)

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 23rd day of January, 1946, personally appeared Bessie Bray Dodson to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal.

My Commission Expires May 31st 1947. (SEAL)

R. E. Lyons, Notary Public.
 R. E. Lyons
 Notary Public, El Paso County, Texas

STATE OF OKLAHOMA,) ss.
 COUNTY OF Grady)

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 10 day of Jan., 1946, personally appeared Bettie Cecil to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she

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BOOK 304, PAGE 468

IN THE DISTRICT COURT IN AND FOR SEMINOLE COUNTY,
STATE OF OKLAHOMA.

IN RE: CONSERVANCY DISTRICT NO 4
SEMINOLE AND POTTAWATOMIE COUNTIES,
IN THE STATE OF OKLAHOMA.

939-Pg 569

#7212

FILED
SEMINOLE COUNTY

NOV 16 1954

DECREE AND JUDGMENT OF THE DISTRICT COURT
ESTABLISHING A CONSERVANCY DISTRICT IN
SEMINOLE AND POTTAWATOMIE COUNTIES,
OKLAHOMA.

TESS MUSER, Court Clerk
DEPUTY

Now on this the 19th day of October, 1954, there comes on for hearing, pursuant to the Order of this Court heretofore made, the Petitions to establish a conservancy district in Seminole and Pottawatomie Counties, Oklahoma, and the petitioners appearing in person and by and through their attorney, E.D. Holley, of said, Oklahoma, and the Court after examining the pleadings and notices of hearing, and after hearing the testimony of various and sundry witnesses, and being fully advised in the premises, finds:

That heretofore, on the 17th day of June, 1954, some 490 petitioners who own land in the proposed conservancy district filed in the Supreme Court of the State of Oklahoma, their petitions, praying the establishment, as by law provided, of a conservancy district, for the purposes named in said petitions; The Supreme Court of the State of Oklahoma finds that the District Court of Seminole County, Oklahoma, is most conveniently near the center of said conservancy district and can hear and determine said petition with greatest convenience to the people within said district, and thereafter on June 25th, 1954, assigns and refers said petition to the district court of Seminole County, Oklahoma, for hearing determining and administering all further proceedings herein as an original action therein, and the District Court of Seminole County, Oklahoma, thereafter on August 11th, 1954, made and entered its order herein setting said petitions for hearing on the 19th day of October, 1954, in the District Court Room at Wewoka, Oklahoma, said order providing that notice of the hearing of said petitions be given as provided by Chapter 5, Title 82, OSA;

And said matter coming on for hearing pursuant to said order and pursuant to notices published, the Court finds that notices of the hearing of said petitions were published for more than thirty days, as required by Chapter 5, Title 82, OSA; and the Court has examined the affidavits of the publishers on file, certifying that said notices were published as provided by law in the SHAWNEE AMERICAN and the SHAWNEE NEWS-STAR, BOTH LEGAL PUBLICATIONS in Pottawatomie County, Oklahoma, and in the MAUD ENTERPRISE and THE SEMINOLE PRODUCER, both legal publications in Seminole County, Oklahoma, and all being located in the proposed conservancy district; and the Court finds that all of the above named newspapers are legally qualified to publish said notices as required by law; The Court therefore finds that said notices by publication are sufficient to give this Court jurisdiction of the subject matter herein, and said notices by publication are hereby approved by this Court;

The Court finds that said petitions and their exhibits were introduced in evidence before this Court, and the Court finds that after the inspection and examination of said petitions and exhibits, and after hearing the testimony of witnesses, who being duly sworn, said that they had examined and compared the names of the persons who signed the petitions herein with the names listed as the record title owners of the lands set opposite their names in said petitions, in the County Clerks' Offices of Seminole and Pottawatomie Counties, Oklahoma, and that said petitions contain more than 25% of the land owners in Seminole and Pottawatomie Counties, Oklahoma in the proposed conservancy district, and the Court therefore finds and concludes that this matter is now properly before the Court, and that this Court has jurisdiction to hear and determine the issues presented;

The Court further finds that no protests or objections have been filed herein, by any person, corporation, firm or sub-division of government;

The Court further finds that at the time of filing the petitions herein this conservancy district was number 3 and it was so numbered in the proceedings, but on this the 19th day of October, 1954, the date of hearing said petitions, another

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, ss: FILED FOR RECORD...
AT L... M. GEORGIA BELLE AUSTIN, COUNTY CLERK, BY... DEPUTY

conservancy district had been organized in the State of Oklahoma, and named and designated Number three or Conservancy District Number 3 of the State of Oklahoma, therefore the Court finds that this conservancy district should be formed and organized as prayed for in said petitions, and that the same should be named and designated as the "SALT CREEK WATER AND SOIL CONSERVANCY DISTRICT No 4 OF THE STATE OF OKLAHOMA".

IT IS THEREFORE, BY THE COURT CONSIDERED, ADJUDGED, ORDERED AND DECREED that the Salt Creek Water and Soil Conservancy District No 4 of the State of Oklahoma is hereby formed and organized, and shall embrace the following described lands, to-wit:

STATE OF OKLAHOMA
SEMINOLE COUNTY
I, T. C. HARRISON, County Clerk, do hereby certify that this is a true and correct copy of the original as filed in the Office of the County Clerk of Seminole County, Oklahoma, this 15th day of October, 1934.
T. C. HARRISON, County Clerk

All of Sections 1 to 5, both inclusive, and all of Sections 11 and 12, in Township 8 North, Range 2 East; all of Sections 9 to 17, both inclusive, and all of Sections 20 to 29, both inclusive, and all of Sections 32 to 36, both inclusive, all in Township Seven North (7N), Range Two East (2E); All of Sections 1 to 12, both inclusive, in Township Six North (6N), Range Three East (3E); All of Sections 1 to 36, both inclusive, in Township Seven North (7N), Range Three East (3E); All of Sections 25 to 36, both inclusive, in Township Eight North (8N), Range Three East (3E); All of Sections 1 to 14, both inclusive, in Township Six North (6N), Range Four East (4E); All of Sections 1 to 36, both inclusive, in Township Seven North (7N), Range Four East (4E); All of Sections 13 to 18, both inclusive, and all of Sections 19 to 36, both inclusive, all in Township Eight North (8N), Range Four East (4E); All of Sections 1 to 18, both inclusive, and all of Section 31, all in Township Six North (6N), Range Five East (5E); All of Sections 1 to 36, both inclusive, in Township Seven North (7N), Range Five East (5E); All of Sections 18 to 20, both inclusive, and all of Sections 27 to 35, both inclusive, in Township Eight North (8N), Range Five East (5E); All of Sections 1 to 12, both inclusive, and all of Sections 14 to 18, both inclusive, and all of Sections 20 to 23, both inclusive, all in Township Six North (6N), Range Six East (6E); All of Sections 5 to 10, both inclusive, and all of Sections 13 to 36, both inclusive, all in Township Seven North (7N), Range Six East (6E); All of Section 6, in Township Six North (6N), Range Seven East (7E); and all of Section 31, in Township Seven North (7N), Range Seven East (7E), all in Seminole and Pottawatomie Counties, Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Corporate name of said District shall be the "Salt Creek Water and Soil Conservancy District No 4 of the State of Oklahoma; and that henceforth all proceedings shall be carried on in the name and by the authority of said District;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said District above named, designated and formed shall be a corporate body, with all of the powers of a corporation, and that it shall have perpetual existence, with power to sue and be sued to the same extent as individual in like cases;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said District as formed and designated shall have authority to incur debts, liabilities and obligations; to exercise the right of eminent domain, and of taxation and assessment as provided by law; to issue bonds and to do all acts as authorized and directed by the provisions of Chapter 5, Title 32, OSA;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the office, or principal place of business of said District shall be located at Kanawa, Oklahoma, subject, however, to the future Orders of this Court, or subject to the Board or Board which shall subsequently govern said District;

IT IS FURTHER ORDERED BY THE COURT that until such time as the meeting place of said Board may be changed by the Court or by the Board governing said District, the principal office and place of business shall remain as above stated, where all of the official records and files of said District shall be kept;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all records, files or information retained by said Board or in the office of said District, shall always be open to the inspection of the public, or those interested in the business of said District;

IT IS FURTHER ORDERED BY THE COURT that any person, firm, corporation, or any other interested party shall have the right to appeal from this Order creating and allowing said Conservancy District within ninety (90) days from this date.

This the 15th day of October, 1934.

[Signature]
District Judge.

#30

201100015542
Filed for Record in
POTTAWATOMIE OKLAHOMA
NANCY BRYCE, COUNTY CLERK
10-18-2011 At 12:16 pm.
RIGHT OF WAY 13.00

Instrument PG 1 OF 1
CANADIAN VALLEY ELECTRIC COOPERATIVE 201100015542
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned grantor(s), Brooke Investments, L.L.C.
(Printed Name (s))

(whether one or more) (unmarried) (husband or wife), do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is P.O. Box 751, Seminole, Oklahoma 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

In the NW/4 of the NE/4 of

Section 18, Township 07 North, Range 04 East, containing n/a acres, more or less:

(*Right-of-Way to be 15 feet on either side of the proposed pole line and/or underground line center (total of 30 feet) beginning at a point approximately 2,165 feet West and 378 feet South of the NE corner of the NE/4 of said section and continuing Easterly approximately 60 feet.

and to construct, operate, and maintain on the above described lands and in or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to maintain, operate, and repair electric wires and facilities for the distribution of electric energy and the right of ingress and egress over grantor(s) lands adjacent to the right-of-way for the purposes set forth herein.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:
subject to a 1989 in favor of United Bank Seminole, Oklahoma

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 27th day of September 2011.

Witness

Brooke Investments, L.L.C.
Phil Redwine, MGR

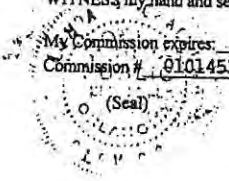
Landowner Signature

STATE OF OKLAHOMA)
COUNTY OF Cleveland) SS.

Before me, a Notary public in and for said County and State on this 27th day of September, 2011, personally appeared Phil Redwine as Manager of Brooke Investments, L.L.C. to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: 10/06/2013
Commission # 01014538



Linda On Gadow



FORM MUST BE NOTARIZED

CVCC USE ONLY
W.O.# 41880