

*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: 20220358)**

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**Auction Tracts 4 - 12  
(Pottawatomie County, Oklahoma)**

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*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.: 20220358-1  
Issuing Office File No.: 20220358  
Property Address:

#### SCHEDULE A

1. Commitment Date: February 14, 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, LLC, by virtue of a Warranty Deed recorded July 22, 2004 as Document #200400010657.
5. The Land is described as follows:  
  
The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) and the North Half of the Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ) and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Twenty-one (21); and the South Half of Section Twenty-two (22) and the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-seven (27); and the East Half of the Northeast Quarter (E $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section Twenty-eight (28), all in Township Seven (7) North, Range Three (3) East of the Indian Meridian, Pottawatomie 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)

Fidelity National Title Insurance Company

*Gayle Helton*



By:

*[Signature]*

ATTEST

President

*[Signature]*

Secretary

\_\_\_\_\_  
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, LLC in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. With respect to Brooke Investments, LLC (the Company), furnish a satisfactory affidavit, executed by a

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Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.

12. Obtain a court search as to Purchaser with contractual obligations under a Real Estate agreement in Pottawatomie County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
13. 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

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### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE B, PART II

##### Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not recorded in the public records.
3. Easements or claims of easements not recorded in the public records.
4. Any encroachment, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any statutory lien, or right to lien, for services, labor, or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem Taxes for the year 2022, 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. Establishment of Conservancy District NO. 4 recorded April 21, 1966 in Book 304 at Page 468.
11. Agreement for Saltwater Well Disposal recorded July 25, 1953 in Book 17 at Page 476.

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12. Pipeline easement recorded January 13, 1954 in Book 28 at Page 546.
13. Right of Way Contract recorded April 28, 1954 in Book 35 at Page 144.
14. Grant of Easement for Roadway purposes recorded June 23, 1955 in Book 62 at Page 647.
15. Pipeline easement recorded January 13, 1954 in Book 28 at Page 546.
16. Pipeline easement recorded August 18, 1954 in Book 42 at Page 410.
17. Right of Way Easement recorded May 1, 1985 in Book 1169 at Page 39.
18. Right of Way Easement recorded April 4, 1988 in Book 1620 at Page 114.
19. Easement recorded September 29, 1999 in Book 3006 at Page 312.
20. Highway easement recorded November 16, 2001 as Document #200115743.
21. Highway Easement recorded November 16, 2001 as Document #200115746.

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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**WARRANTY DEED**  
(Individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT PHILIP WARREN REDWINE and SARAH ANN REDWINE, husband and wife, of Norman, Cleveland County, State of Oklahoma, (hereinafter referred to as "Grantor", whether one or more), in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto BROOKE INVESTMENTS, L.L.C., an Oklahoma limited liability company, whose address is 400 South Crawford, Norman, OK 73069, (hereinafter referred to as "Grantee", whether one or more), the following described real property and premises situate in Pottawatomie County, State of Oklahoma, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

INTRA-FAMILY TRANSFER -- EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO 68 O.S. §3202 14;

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Grantee, Grantee's heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature.

SIGNED AND DELIVERED this 17<sup>th</sup> day of August, 2001.

*Philip Warren Redwine*  
PHILIP WARREN REDWINE

*Sarah Ann Redwine*  
SARAH ANN REDWINE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA }  
COUNTY OF CLEVELAND } SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of August, 2001, personally appeared PHILIP WARREN 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.

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

*[Notary Seal]*  
10-6-2005  
My Commission Expires  
07014538  
Commission Number

*[Signature]*  
NOTARY PUBLIC



EXHIBIT "A"

The Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) and the Northeast Quarter (NE/4) and the North Half (N/2) of the Southeast Quarter (SE/4) and the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Twenty-One (21); and the South Half (S/2) of Section Twenty-Two (22); and the Northwest Quarter (NW/4) of Section Twenty-Seven (27); and the East Half (E/2) of the Northeast Quarter (NE/4) of Section Twenty-Eight (28), all in Township Seven North (T7N), Range Three East (R3E) of the I.M.; and

All that part of the Southeast Quarter (SE/4) of Section Seven (7), lying East of Old No. 18; and All of that part of the West Half (W/2) of the Southwest Quarter (SW/4) of Section Eight (8), lying North of the Center of the Salt Creek Drainage District and East of Old Highway No. 18; all in Township Seven North (T7N), Range Four East (R4E) of the I.M.

SUBJECT TO A MORTGAGE OF RECORD IN FAVOR OF THE EQUITABLE LIFE ASSURANCE COMPANY WHICH GRANTEE ASSUMES AND AGREES TO PAY.

Please Send Tax Statements To 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/lw/A:\REDWINE\Brooke Investments\Warranty Deed.wpd  
82080-DD1

Exception # 10

2520

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.

1127212

939-Pg 569

FILED  
SEMINOLE COUNTY

NOV 16 1954

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

TESS HUSER, 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 Law, 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 6, Title 82, O.S., 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 are the petitioners herein with the names listed as the record title owners of the land 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, 1964, the date of hearing said petitions, another

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, ss: FILED FOR RECORD..... April 21 ..... 1966  
AT 1:01 ..... PLOCK... P..... M. GEORGIA BELL, AUSTIN, COUNTY CLERK, BY... V. J. WILSON... DEP. ...

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

All of Sections 1 to 5, both inclusive, and all of Sections 11 and 12, in Township 6 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 16, 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 21, 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 ( ), Range Seven East (7E), all in Seminole and Pottawatomie Counties, Oklahoma.

OF OKLAHOMA  
SOLE COUNTY  
G. HARRISON, Court Clerk within and for the State and County aforesaid, do certify that the above and foregoing is a full, true, correct, and complete copy of the original as the same appears in the above entitled cause as full as the original is on file in my office. Witness my hand as Clerk and Seal this 13 day of July 1966.  
G. HARRISON, Court Clerk  
Deputy

STAT  
SEMI  
I, T.  
hereby  
copy  
same as  
Official

798

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 82, 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 Konawa, Oklahoma subject, however, to the future Orders of this Court, or subject to the Board or Boards 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 19th day of October, 1954.

*John Boyd Marshall*  
John Boyd Marshall, District Judge.

#11

## AGREEMENT FOR SALT WATER DISPOSAL WELL

This agreement entered into this 23rd day of July, 1953, by and between H. D. SIMS and O. H. HICKMAN hereinafter referred to as first parties and KENNETH ALFRED ELLISON and DAVON OIL & GAS COMPANY, hereinafter referred to as second parties

## WITNESSETH

WHEREAS, First party, H. D. SIMS, is the owner of the surface of, and first party, O. H. HICKMAN, the owner of a surface lease covering the following described lands in Pottawatomie County, State of Oklahoma to-wit:

SE/4 SE/4 of Section 21-7N-3E and

WHEREAS, Second parties are the owners of an oil and gas lease covering the lands above described and of oil and gas leases covering the lands in the vicinity of the lands above described, and

WHEREAS, in the production of oil and gas from the above lands and other lands in the vicinity of the above described property, it is contemplated that salt water will likewise be produced and it will become necessary for second parties and other operators in the vicinity of the above described property to dispose of said salt water in such manner as will not damage the lands of First parties and



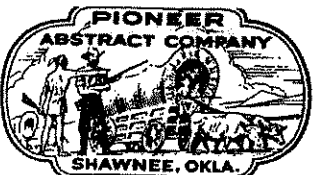
other lands in the vicinity thereof, and

WHEREAS, to accomplish this purpose Second parties desire to drill, equip and operate a salt water disposal well upon the lands of the first parties for the purpose of disposing of all of the salt water and other liquids produced from wells on the lands of the first parties and any other wells in the vicinity of the above described property whether operated by Second parties or not.

NOW, THEREFORE, in consideration of the sum of Five Hundred Fifty and no/100 dollars (\$550.00) and other valuable consideration, receipt of which is hereby acknowledged, first parties herein have demised, leased and let, and by these presents do hereby demise, lease, and let unto Second Parties the following described tract of land situated in Pottawatomie County, State of Oklahoma, to-wit:

SE/4 SE/4 Section 21-7N-3E

and hereby grants unto Second Parties the right and privilege of drilling, constructing, equipping, maintaining and operating a salt water disposal well on the last described tract of land into which Second parties shall have the right and privilege to run salt water or other similar liquids which may be produced by second parties on the land first described above, or others in the vicinity of the above



described property, together with the right of ingress and egress to and from the said premises or any part thereof.

It is further understood and agreed that said salt water disposal well drilled by second parties may be used for the purpose of disposing of the salt water and other waste products which may be produced from any wells operated by the Second parties or any other operator in the vicinity of the lands first described above.

First parties further grant and convey unto the Second parties the right to lay, construct, maintain, operate, inspect, relocate, repair, replace and remove pipe lines, telephone lines and power lines through, upon, under and across the property first above described.

Second parties agree to pay for damages to crops and fences of First parties from the exercise of the rights herein granted.

Second parties agree to bury pipe lines below plow depth.

To Have and to Hold the same unto the second parties, their successors and assigns in interest for a term of five (5) years and for each successive five (5) year period thereafter so long as this contract shall endure and until the same is terminated or cancelled by both parties; the consideration paid with the execution of this contract covers the first five (5) year period and consideration for the successive





five year periods shall be the same as is provided for the first five (5) year period.

It is further understood that Second parties shall have the right at any time, at or before the termination of this agreement and for a reasonable time after abandonment, to remove from said wells and from the premises, any and all casing, pipes, materials, equipment and other personal property placed therein and thereon by second parties.

The terms, covenants and provisions hereof shall extend to and be binding upon the parties hereto, their assigns and successors in interest.

Executed the day and year first above written.

H. D. SIMS  
H. D. Sims

O. H. HICKMAN  
O. H. Hickman

ACKNOWLEDGED: On July 23, 1953, personally appeared H. D. SIMS and O. H. HICKMAN before GLEN H. DeVAIR, Notary Public in and for Pottawatomie County, Oklahoma. (SEAL) Commission expires Oct. 22, 1955.

Filed for record July 25, 1953, 8 A.M.  
and recorded in Book 17 at page 476.



#12

KNOW ALL MEN BY THESE PRESENTS: That O. H. HICKMAN, of the post office of Rt. #1 Tribbey, in the State of Oklahoma, for and in consideration of Eighty cents per lineal rod for the pipe line constructed, making a total of \$126.40 for the first line constructed under this grant, cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto THE TEXAS COMPANY, a corporation, its successors and assigns, the right to lay, construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary for such operations, the grantee selecting the route, upon, over and through the following described land situated in the County of Pottawatomie, in the State of Oklahoma, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty two (22) and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty one (21) Township Seven (7) North, Range Three (3) East.

The grantee, at any and all reasonable times, shall have the right of ingress to and egress from such pipe lines and telegraph and telephone lines for any purpose whatsoever, and may repair, replace and remove the same in whole or in part at will.



TO HAVE AND TO HOLD the said easements unto said THE TEXAS COMPANY, its successors and assigns so long as such structures are maintained.

And by the acceptance hereof the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe lines.

It is also understood and acknowledged by the grantor or grantors, that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF, this instrument is signed on this the 18th day of December, 1953.

O. H. HICKMAN

**ACKNOWLEDGED:** On Dec. 19, 1953, personally appeared O. H. HICKMAN before VIRGIE A. WILLIS, Notary Public in and for Pottawatomie County, Oklahoma.  
(SEAL) Commission expires April 12, 1957.

Filed for record Jan. 13, 1954, 8 A.M.  
and recorded in Book 28 at page 546.



#13

**RIGHT OF WAY CONTRACT**

**FOR AND IN CONSIDERATION OF THE SUM OF \$253.60, the receipt of which is hereby acknowledged, O. H. HICKMAN and ANN HICKMAN, his wife, hereinafter referred to as Grantors (whether one or more,) do hereby warrant and convey unto SERVICE PIPE LINE COMPANY, a Maine corporation, its successors and assigns, hereinafter referred to as Grantee, the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipe line or pipe lines, for the transportation of oil, gas and the products thereof, on over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Pottawatomie County, State of Oklahoma, to-wit:**

**SW $\frac{1}{4}$  Sec. 22 and the SE $\frac{1}{4}$  Sec. 21 Section 22 & 21 Township 7N Range 3E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid. Grantors to have the right to fully use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said pipe line or lines. Grantee hereby agrees to pay any damages which may**



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arise to growing crops, pasturage, fences or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof be appointed by Grantors, one by grantee, and the third by the two so appointed, 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, an additional consideration, calculated on the basis of eighty cents per lineal rod, shall be paid for each line laid after the first line. It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

Any pipe line or lines constructed by said Grantee across lands under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with such cultivation.

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

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.

I. R. 55 cents, cancelled.



IN WITNESS WHEREOF, The Grantors herein have hereunto set their hands and seals this 31st day of March, 1954.

Signed, sealed and delivered in the presence of:

G. L. DYE  
G. L. Dye

O. H. HICKMAN  
O. H. Hickman  
ANN HICKMAN  
Ann Hickman

ACKNOWLEDGED: On March 31, 1954, personally appeared O. H. HICKMAN and ANN HICKMAN, his wife, before CLOWIE B. WATSON, Notary Public in and for Pottawatomie County, Oklahoma. (SEAL) Commission expires May 10, 1956.

Filed for record April 28, 1954, 9:02 AM  
and recorded in Book 35 at page 144.



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#14

## GRANT OF EASEMENT FOR ROADWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, O. H. HICKMAN and ANN HICKMAN, his wife, of Route #2, Macohm, Oklahoma, for and in consideration of the sum of Two hundred twenty five and no/100 dollars (\$225.00) cash in hand paid, receipt whereof is hereby acknowledged, do hereby grant and convey, and by these presents do hereby grant, demise, lease and let unto THE TEXAS COMPANY, a corporation of Delaware, its successors, and assigns, the right to use present existing roadways located in the Southwest Quarter (SW $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) Section 22, Township 7 North, Range 3 East, Pottawatomie County, Oklahoma, and the right to construct and maintain a roadway to connect the present existing roadway on the Southeast Quarter (SE $\frac{1}{4}$ ) with said THE TEXAS COMPANY'S Lease known as the V. GUINN and described as the South half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) Section 22, Township 7 North, Range 3 East, Pottawatomie County, Oklahoma, said roadways to be used by THE TEXAS COMPANY, its successors and assigns, and its licensees, for the purpose of securing ingress to and egress from the above described V. GUINN lease.



TO HAVE AND TO HOLD the rights and grants hereby granted unto said THE TEXAS COMPANY, its successors and assigns, so long as THE TEXAS COMPANY, its successors and assigns, shall own and operate the above described V. GUINN lease.

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand, this 25th day of May, 1955.

O. H. HICKMAN  
O. H. Hickman  
ANN HICKMAN  
Ann Hickman

ACKNOWLEDGED: On May 25, 1955, personally appeared O. H. HICKMAN and ANN HICKMAN, his wife, before V. M. REEVES, Notary Public in and for Pottawatomie County, State of Oklahoma.  
(SEAL) Commission expires Aug. 5, 1958.

Filed for record June 23, 1955, 9:10 AM  
and recorded in Book 62 at page 467.



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TRB 2/14/77  
Equit. Life Asur.

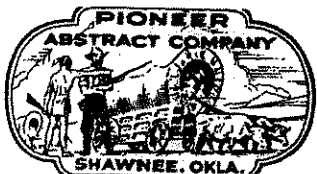


#15

KNOW ALL MEN BY THESE PRESENTS: That O. H. HICKMAN, of the post office of Rt. #1 Tribbey, in the State of Oklahoma, for and in consideration of Eighty cents per lineal rod for the pipe line constructed, making a total of \$126.40 for the first line constructed under this grant, cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto THE TEXAS COMPANY, a corporation, its successors and assigns, the right to lay, construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary for such operations, the grantee selecting the route, upon, over and through the following described land situated in the County of Pottawatomie, in the State of Oklahoma, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty two (22) and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty one (21) Township Seven (7) North, Range Three (3) East.

The grantee, at any and all reasonable times, shall have the right of ingress to and egress from such pipe lines and telegraph and telephone lines for any purpose whatsoever, and may repair, replace and remove the same in whole or in part at will.



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TO HAVE AND TO HOLD the said easements unto said THE TEXAS COMPANY, its successors and assigns so long as such structures are maintained.

And by the acceptance hereof the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe lines.

It is also understood and acknowledged by the grantor or grantors, that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF, this instrument is signed on this the 18th day of December, 1953.

O. H. HICKMAN

ACKNOWLEDGED: On Dec. 19, 1953, personally appeared O. H. HICKMAN before VIRGIE A. WILLIS, Notary Public in and for Pottawatomie County, Oklahoma. (SEAL) Commission expires April 12, 1957.

Filed for record Jan. 13, 1954, 8 A.M. and recorded in Book 28 at page 546.



A Company Founded by Pioneers

## RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$16.00, the receipt of which is hereby acknowledged, O. H. HICKMAN and ANN HICKMAN, his wife, hereinafter referred to as Grantors (whether one or more), do hereby warrant and convey unto SERVICE PIPE LINE COMPANY, a Maine corporation, its successors and assigns, hereinafter referred to as Grantee, the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipe line or pipe lines, for the transportation of oil, gas and the products thereof, on, over and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Pottawatomie County, State of Oklahoma, to-wit:

SW $\frac{1}{2}$  SE $\frac{1}{2}$  Section 22, Township 7N, Range 3E

together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid. Grantors to have the right to fully use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct, nor permit to be built, created or constructed, any obstruction building, engineering works, or other structure over said pipe line or lines. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, fences or buildings of said Grantors from the



exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantors, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Any pipe line or lines constructed by said Grantee across lands under cultivation, shall at the time of the construction thereof, be buried to such depth as will not interfere with such cultivation.

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

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.

This is single line contract covering line laid from Texas Neihaus "B" tank battery in SW $\frac{1}{2}$  SE $\frac{1}{2}$  of Section 22-7N-3E in a southwesterly direction and entering SE $\frac{1}{2}$  SW $\frac{1}{2}$  of said Section 22.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 2nd day of August, 1954.

Signed, sealed and delivered  
in the presence of:

C. H. PINE  
C. H. Pine

O. H. HICKMAN  
O. H. Hickman  
ANN HICKMAN  
Ann Hickman



ACKNOWLEDGED: On Aug. 2, 1954, personally appeared O. H. HICKMAN and ANN HICKMAN, his wife, before R. E. EASLEY, Notary Public in and for Pottawatomie County, Oklahoma.  
(SEAL) Commission expires March 29, 1955.

Filed for record Aug. 18, 1954, 9:22 AM  
and recorded in Book 42 at page 410.



#171

9534

RIGHT-OF-WAY EASEMENT

BOOK 1169 PAGE 39

11601

600

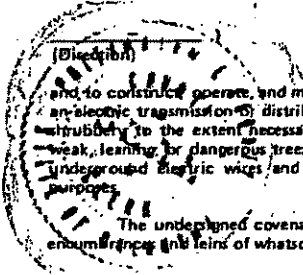
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, (whether one or more) (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose post office is Seminole, Oklahoma, 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:

S/2: See "Exhibit A", attached and made apart of the Easement of Right-of-Way by and between Philip Warren Redwine and Condor Enterprises, Inc. Section 22, Township 7N North, Range 3E East, containing .320 acres, more or less:

(1/2 Right-of-Way to be 10' on either side of the proposed pole line center (total of 20') beginning at a point on the WEST property boundary line and extending approximately 2145 feet EAST, and then approximately - feet

(Direction) State of Oklahoma, Pottawatomie County, SS: Filed for record MAY 1 1985 at 8:30 o'clock AM. Kathy Varley, County Clerk, By: [Signature]



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, either above or below the surface of the ground, and to cut and trim trees and shrubs 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 lay, maintain, operate, and repair underground electric wires and facilities for the distribution of electric energy with the full right of ingress and egress for such purposes.

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:

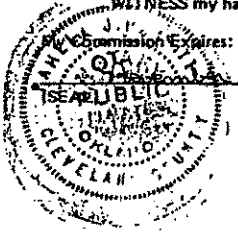
IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th day of February, 1985. [Signature]

STATE OF OKLAHOMA ) COUNTY OF Cleveland ) SS.

Before me, a Notary Public in and for said County and State on this 20th day of February, 1985, personally appeared Philip Warren Redwine

to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that executed the same as his 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.



[Signature] Notary Public

State of Oklahoma, Pottawatomie County, SS: Filed for record MAY 1 1985 at 8:30 o'clock AM. CANADIAN VALLEY ELECTRIC COOP. ENGINEERING DEPARTMENT P. O. Box 751 SEMINOLE, OK. 74868 Kathy Varley, County Clerk, By: [Signature]

"Exhibit A"

From the nearest electric pole to the North boundary of the  $\frac{1}{2}$  section line to the fence along the North  $\frac{1}{2}$  section line thence East along the North fence line of the  $\frac{1}{2}$  section line to a point directly North of the current well head and thence due South to the current well head. This easement shall be for maintenance, but not for location of the electric line which is provided for above, a width of forty (40) feet. Thus the North 40 feet of the  $\frac{1}{2}$  section line East and West and twenty feet each side of a line due North of the well head to the North boundary of the  $\frac{1}{2}$  section line as herein provided for.

# 18

Alpine Oil & Gas Job  
Redwine #1 Lease  
W.O.# 14671 005338

BOOK 1620 PAGE 114

RIGHT-OF-WAY EASEMENT

CANADIAN VALLEY ELECTRIC COOP.  
ENGINEERING DEPARTMENT  
P. O. Box 751  
SEMINOLE, OK. 74868

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, (whether one or more) (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose post office is Seminole, Oklahoma, 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:

SE 4

State of Oklahoma, Pottawatomie County, SS  
Filed for record APR 04 1988 at 2:05 O'clock P.M.  
Kathy Vorley, County Clerk, by Patricia Deputy

Section 21, Township 7 North, Range 3 East, containing 160 acres, more or less:

(\* Right-of-Way to be 10' on either side of the proposed pole line center (total of 20') Enter property at the Southeast corner of the Southeast Quarter, thence West approximately 1337', thence North approximately 1315', thence Northwest approximately 495'

and to construct, operate, and maintain on the above described lands and in or upon all streets, roads, or highways crossing said lands, an electric transmission or distribution line or system, either above or below the surface of the ground, 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 lay, maintain, operate, and repair underground electric wires and facilities for the distribution of electric energy with the full right of ingress and egress for such purposes.

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:

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 18th day of February, 1988.

X Marshela May  
Witness

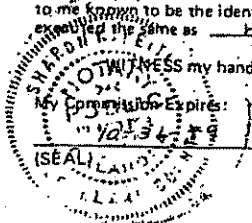
Philip Redwine

STATE OF OKLAHOMA )  
COUNTY OF Cleveland ) SS.

Before me, a Notary Public in and for said County and State on this 18th day of February, 1988, personally appeared Philip Redwine

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

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



Sharon K. Keith  
Notary Public

FORM MUST BE NOTARIZED



#19

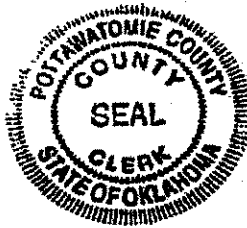
FILE DATE: 09/29/1999 FILE TIME: 03:27  
POTTAWATOMIE COUNTY, NANCY BRYCE - COUNTY CLERK

BOOK: 3006 PAGE: 312  
RECE#: 1999 14844 \*\*

**POTTAWATOMIE COUNTY  
RURAL WATER DISTRICT NO. 3**

**EASEMENT 7321.01.2**

For consideration paid to



Philip Warren Redwine, (Grantor) by Pottawatomie County Rural Water District No. 3, (Grantee), Grantor does hereby grant, transfer, convey and warrant title unto Grantee, its successors and assigns, an exclusive perpetual easement with the right to construct, install, lay, use, operate, inspect, repair, replace and remove pipelines and facilities for the transportation of water over, across and through the land of Grantor in Pottawatomie County, Oklahoma, said land being described on Exhibit "A" attached, together with the right of ingress and egress over the adjacent lands of Grantor and Grantor's successors and assigns, for the purposes of this easement.

Grantor agrees that no building or other structure (except fences, which may be temporarily taken down by Grantee when necessary for construction, maintenance or removal of pipelines) shall be erected upon the easement without written consent of Grantor.

The consideration shall constitute payment in full for any damages to the land of Grantor and Grantor's successors and assigns, by reason of the installation, operation, maintenance and removal of those pipelines and facilities. Grantee covenants to maintain the easement in good repair so that no unreasonable damage shall result from its use to the adjacent land of Grantor and Grantor's successors and assigns. This easement shall be a covenant running with the land for the benefit of Grantee and its successors and assigns.

This easement was obtained or improved through federal financial assistance and is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purposes for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

Grantor has executed this instrument on 27 June 99, 1999.

**BOTH HUSBAND AND WIFE MUST SIGN.**

Sarah Ann Redwine      Philip Warren Redwine  
Grantor                      Philip Warren Redwine

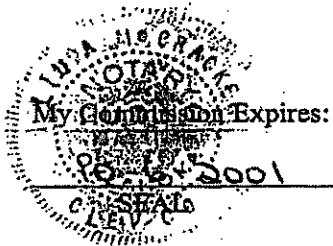
Return To  
**GEORGE VAN WAGNER**  
P. O. Box 3315  
Shawnee, OK 74802-3315

FILE DATE: 09/29/1999 FILE TIME: 03:27  
POTTAWATOMIE COUNTY, NANCY BRYCE - COUNTY CLERK

BOOK: 3006 PAGE: 313  
RECE#: 1999 14844

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF CLEVELAND        )

This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 1999, by Sarah Ann Redwine and Philip Warren Redwine.



Linda McClachery  
Notary Public

FILE DATE: 09/29/1999 FILE TIME: 03:27  
POTTAWATOMIE COUNTY, NANCY BRYCE - COUNTY CLERK

BOOK: 3006 PAGE: 314  
RECE#: 1999 14844

EXHIBIT "A"

Section Line Right of Way:

The easement shall be 20 feet in width (30 feet during construction) immediately adjacent to and parallel with the county section line road right of way adjoining the following described real property:

SURFACE ONLY: The NE/4 NW/4 and the NE/4 and the N/2 SE/4 and the SE/4 SE/4 of Section 21,

Township 7 North, Range 3 East of the Indian Meridian, Pottawatomie County, Oklahoma.

AND

Non-Section Line Right of Way:

The easement shall be 20 feet in width (30 feet during construction) immediately adjacent to and parallel with the County Road right of way on the \_\_\_\_\_ side of said County Road on the following described property:

Township \_\_\_ North, Range \_\_\_ East of the Indian Meridian, Pottawatomie County, Oklahoma.

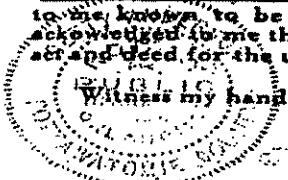
EXHIBIT "A"



State of Oklahoma }  
County of Pottawatomie } ss.

Before me, a Notary Public in and for said county and state, on this 15<sup>th</sup> day of November, 2001, personally appeared Phillip Johnson and Sarah Johnson

Individual Acknowledgment



to me known to be the identical person S who executed the within and foregoing instrument, and acknowledged to me that they executed the same as themselves 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.

Betty Anderson  
Notary Public

My Commission expires: 03-04-02

State of Oklahoma }  
County of \_\_\_\_\_ } ss.

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

Individual Acknowledgment

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

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

Notary Public

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

State of Oklahoma }  
County of \_\_\_\_\_ } ss.

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

Corporation Acknowledgment

to me known to be the identical person who subscribed the name and maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

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

#21

EASEMENT  
for Public Highway

BRF-63C(428) CO  
J/P 15265(04)  
Parcel No. 2

EP  
1/23/01

KNOW ALL MEN BY THESE PRESENTS:

That Phillip Redwine and Sarah A. Redwine

of Pottawatomie County, State of Oklahoma, hereinafter called the Grantors

(whether one or more), for and in consideration of the sum of one Dollar

(1.00)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of Pottawatomie the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A tract of land lying in the NW/4 of Section 27, T7N, R3E of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows: Beginning at the SW corner of said NW/4; thence N0°00'00"E 418.846 m (1374.17'); thence N90°00'00"E 10.058 m (33.00'); thence S10°34'46"E 81.383 m (267.01'); thence S0°00'00"W 60.00 m (196.85'); thence S7°07'30"W 40.311 m (132.25'); thence S0°00'00"W 220.00 m (721.78'); thence S27°48'48"W 21.308 m (69.91'); thence S90°00'00"W 10.058 m (33.00') to the point or place of beginning, containing 0.427 ha (1.06 acres) of new right of way, the remainder of the above described tract occupied by the present county road.

FILE DATE: 11/16/2001 FILE TIME: 01:32 PAGE #: 0001 OF 0002  
POTTAWATOMIE COUNTY, NANCY BRYCE - COUNTY CLERK RECE#: 2001 15746 \*\*

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

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

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except None

The undersigned Grantors hereby designate and appoint None as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this 15 day of November 2001



X Phillip Redwine  
X Sarah Redwine

State of Oklahoma }  
County of Pottawatomie } ss.

Before me, a Notary Public in and for said county and state, on this 15<sup>th</sup> day of November, 1901, personally appeared Phillip Robinson and Sarah Robinson

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



Betty Anderson  
Notary Public

My Commission expires: 03-04-02

Individual Acknowledgment

State of Oklahoma }  
County of \_\_\_\_\_ } ss.

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

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

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

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

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

Individual Acknowledgment

State of Oklahoma }  
County of \_\_\_\_\_ } ss.

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

to me known to be the identical person who subscribed the name and maker thereof to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

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

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

Corporation Acknowledgment

FILE DATE: 11/16/2001 FILE TIME: 01:32  
POTTAWATOMIE COUNTY, NANCY BRYCE - COUNTY CLERK

PAGE #: 0002 OF 0002  
RECE#: 2001 15746

