

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.

**Auction Tracts 1 - 4
(Custer County, Oklahoma)**

For October 13, 2022 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**Lee O C Terminals, Inc. and L5 Ranch, LLC,
as their interests appear with respect to the property**

(List of contents appears in the following page.)

Contents:

Preliminary Title Insurance Schedules (Tr 1) (File No. 20221433)

Preliminary Title Insurance Schedules (Tr 2) (File No. 20221434)

Preliminary Title Insurance Schedules (Tr 3) (File No. 20221435)

Preliminary Title Insurance Schedules (Tr 4) (File No. 20221436)

Copies of recorded exceptions:

Recorded at:	Grantee:	Sch. B-II exception number:			
		Tr 1	Tr 2	Tr 3	Tr 4
Book 13 at Page 471	Board of County Commissioner	12	14	14	
Book 18 at Page 38	State of Oklahoma	13	15	15	
Book 30 at Page 630	State of Oklahoma	14	16	16	
Book 664 at Page 140	Rural Water District No. 2	15	17	17	
Book 956 at Page 780	State of Oklahoma	16	18	18	
Book 975 at Page 501	Rural Water ... District No. 2	17	19	19	
Book 568 at Page 847	Northern Natural Gas Company		12	12	12
Book 1201 at Page 645	ONEOK Field Services Company		13	13	13



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.: 20221433-1
Issuing Office File No.: 20221433
Property Address: Tr1, OK

SCHEDULE A

1. Commitment Date: August 8, 2022 at 08:00 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:

Lee O C Terminals, Inc., by virtue of a Deed of Executor recorded October 26, 1979 in Book 413 at Page 86.
5. The Land is described as follows:

The West Half of the Southwest Quarter (W/2 SW/4) of Section 8, Township 14 North, Range 20 West, Custer County, Oklahoma. LESS the following tracts Deeded to the State of Oklahoma on January 21, 2014 in Book 13 at Page 471 and April 20, 1951 in Book 30 at Page 630 and September 18, 1995 in Book 956 at Page 780.

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

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SCHEDULE A
(Continued)

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

Fidelity National Title Insurance Company

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Margaret Nemelica*
Margaret Nemelica
Secretary

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, 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 Lee O C Terminals Inc. 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 the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)
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.
14. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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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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. Water rights, claims or title to water, whether or not shown by the public records.
12. Deed in favor of the Board of County Commissioner recorded January 21, 1914 in Book 13 at Page 471.

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SCHEDULE B-II

(Continued)

13. Easement in favor of the State of Oklahoma recorded June 24, 1932 in Book 18 at Page 38.
14. Dedication Deed in favor of the State of Oklahoma recorded April 20, 1951 in Book 30 at Page 630.
15. Right of Way Easement in favor of Rural Water District No. 2 recorded September 12, 1985 in Book 664 at Page 140.
16. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 780.
17. Pipeline easement in favor of Rural Water, Sewer and Solid Waste Management District NO 2. recorded July 7, 1996 in Book 975 at Page 501.
18. Statutory easement for roadway along Section line.

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

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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.: 20221434-1
Issuing Office File No.: 20221434
Property Address: Tr 2, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 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:

Lee O C Terminals, Inc., by virtue of a Deed of Executor recorded October 26, 1979 in Book 413 at Page 86.
5. The Land is described as follows:

The North Half of the West Half of the Southwest Quarter (N/2 W/2 SW/4) of Section 8, Township 14 North Range 20 West and the North Half of the Southeast Quarter (N/2 SE/4) of Section 7, Township 14 North, Range 20 West, Custer County, Oklahoma. LESS a strip of land in the SW¹/₄ of Section 8, Township 14 North, Range 20 West described as being 20 feet wide on each side of a center line which begins at a point on the west line of said SW¹/₄ and 85 feet South of the NW¹/₄ SW¹/₄; thence S 47° E 330 feet; thence S 5° E 1075 feet; thence S 60°45'W 389 feet to a point on the west line of said SW¹/₄ of Section 8. LESS that portion Deeded to the State of Oklahoma recorded April 20, 1951 in Book 30 at Page 630. LESS that portion Deeded to the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 780.

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SCHEDULE A
(Continued)

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

Fidelity National Title Insurance Company

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Margaret Nemolita*
Margaret Nemolita
Secretary

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COMMITMENT FOR TITLE INSURANCE

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, 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 Lee O C Terminals Inc. 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 the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)
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.
14. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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COMMITMENT FOR TITLE INSURANCE

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SCHEDULE B, PART II Exceptions

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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 2021 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. Water rights, claims or title to water, whether or not shown by the public records.

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SCHEDULE B-II

(Continued)

12. Pipeline Easement in favor of Northern Natural Gas Company recorded July 28, 1983 in Book 568 at Page 847.
13. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 645.
14. Deed in favor of the Board of County Commissioner recorded January 21, 1914 in Book 13 at Page 471.
15. Easement in favor of the State of Oklahoma recorded June 24, 1932 in Book 18 at Page 38.
16. Dedication Deed in favor of the State of Oklahoma recorded April 20, 1951 in Book 30 at Page 630.
17. Right of Way Easement in favor of Rural Water District No. 2 recorded September 12, 1985 in Book 664 at Page 140.
18. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 780.
19. Pipeline easement in favor of Rural Water, Sewer and Solid Waste Management District NO 2. recorded July 7, 1996 in Book 975 at Page 501.
20. Statutory easement for roadway along Section line.

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

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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.: 20221435-1
Issuing Office File No.: 20221435
Property Address: tr 3, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 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:

Lee O C Terminals, Inc. by virtue of a Deed of Executor recorded October 26, 1979 in Book 413 at Page 86.
5. The Land is described as follows:

The West Half of the Southwest Quarter (W/2 SW/4) of Section 8, Township 14 North, Range 20 West, Custer County, Oklahoma LESS the following tracts Deeded to the State of Oklahoma on January 21, 2014 in Book 13 at Page 471 and April 20, 1951 in Book 30 at Page 630 and September 18, 1995 in Book 956 at Page 780.
AND
The Southeast Quarter (SE/4) of Section 7, Township 14 North, Range 20 West, Custer County, Oklahoma.

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SCHEDULE A
(Continued)

Fidelity National Title Insurance Company

Gayle Helton


Gayle Helton
Title Insurance Agent
EXCEED: Maximize Performance
Protect Your Investment

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, 16 and 19, 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 Lee O C Terminals Inc. 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 the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)
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.
14. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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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. Water rights, claims or title to water, whether or not shown by the public records.

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SCHEDULE B-II
(Continued)

12. Pipeline Easement in favor of Northern Natural Gas Company recorded July 28, 1983 in Book 568 at Page 847.
13. Right of Way Agreement in favor of ONEOK Field Services Company recorded April 25, 2003 in Book 1201 at Page 645.
14. Deed in favor of the Board of County Commissioner recorded January 21, 1914 in Book 13 at Page 471.
15. Easement in favor of the State of Oklahoma recorded June 24, 1932 in Book 18 at Page 38.
16. Dedication Deed in favor of the State of Oklahoma recorded April 20, 1951 in Book 30 at Page 630.
17. Right of Way Easement in favor of Rural Water District No. 2 recorded September 12, 1985 in Book 664 at Page 140.
18. Warranty Deed in favor of the State of Oklahoma recorded September 18, 1995 in Book 956 at Page 780.
19. Pipeline easement in favor of Rural Water, Sewer and Solid Waste Management District NO 2. recorded July 7, 1996 in Book 975 at Page 501.
20. Statutory easement for roadway along Section line.

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

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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.: 20221436-1
Issuing Office File No.: 20221436
Property Address: Tr 4, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 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:

Lee O C Terminals, Inc by virtue of Deed of Executor recorded October 26, 1979 in Book 413 at Page 86.
5. The Land is described as follows:

The Southeast Quarter (SE¼) of Section 7, Township 14 North, Range 20 West I.M., Custer County, Oklahoma.

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SCHEDULE A
(Continued)

Fidelity National Title Insurance Company

Gayle Helton

Mark J. Miller
Mark J. Miller
President
Gayle Helton
Principal Underwriter
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 II Exceptions

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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. Water rights, claims or title to water, whether or not shown by the public records.
12. Pipeline Easement recorded July 28, 1983 in Book 568 at Page 847.

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SCHEDULE B-II

(Continued)

13. Right of Way Agreement recorded April 25, 2003 in Book 1201 at Page 645.

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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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, 16 and 19, 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 court search as to BUYER in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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 B-I

(Continued)

11. Obtain a Uniform Commercial Code search as to Lee O C Terminals, Inc in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to Lee O C Terminals, Inc, a corporation, furnish:
 - (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
 - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - (c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
13. The record owners were Robert W. Lee and Bessie L. Lee by the Warranty Deed in Book 77 at Page 574. The Executor of the Estate of Bessie L. Lee deeded to the subject lands to the Record Owner shown above by the Deed of Executor described more fully above. No instrument terminating the tenancy of Robert W. Lee was included in the materials examined. Submit for examination the valid recorded instrument terminating the joint tenancy of Robert W. Lee. (Final Decree for R.W. Lee (299/213) is missing from abstract and should be added to resolve this requirement)
14. 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.
15. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

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#12

DEED OF LANDS OF NONCOMPETENT INDIANS. OFFICE OF INDIAN AFFAIRS. RECEIVED MAY 27, 1911. 46289.

THIS INDENTURE, Made and ^{entered} ~~inserted~~ into this 13th, day of May one Thousand Nine Hundred and eleven, by and between Rim, of Hammon, Oklahoma, noncompetent Cheyenne Indian party of the first part, and THE BOARD OF COUNTY COMMISSIONERS, Custer Co. Oklahoma, of , ----- party of the second part;

WITNESSETH, That said party of the first part, for and in consideration of the sum of Seventy-five & no/100 Dollars, (\$75.00) Dollars, in hand paid, the receipt of which is heroby acknowledged, does heroby grant, bargain, sell, and convey unto said party of the second part the following described real estate and premises situated in Custer County, State of Oklahoma, to-wit:

A Strip of Land in the South-west quarter of Section No 8, Township No. 14 North of Range No. 20 W.I.M. and more particularly described as follows;

A Strip of land twenty feet wide on each side of a center line which begins at a point on the west line of said south-west quarter of section no. 8, and 85 feet south of the north-west corner of said south -west quarter, Thence S. 47'E. 330 feet, Thence S. 5' 13' E. 1075. feet, Thence S. 60' 45'W. 389 feet to a point on the west line of said south- west quarter of section no 8 . and containing one & 65/100 acres.

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

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs, exedutors, administrators, and assigns, forever.

IN WITNESS Whereof, the said party of the first part has herownto set his hand and seal the day and year first above written.

Rim . . . his thumb mark

WITNESSES:

J.T.Boall,

Earnest Maglio,

ACKNOWLEDGMENT OF UNITED STATES INDIAN AGENT OR SUPERINTENDENT.

BE it remembered, That on this 22 day of May 1911. before the undersigned, Supt & spl Dist,agt , for the Red Moon School personally appeared Rim , to me personally known to be the identical person who executed the within instrument of writing, and such person duly acknowledged the execution of the same. I further certify that the contents, purpose, and effect of the deed of conveyance were explained to and fully understood by the grantor.

In Testimony whereof, I have herownto subscribed my name, officially, on the date last above written.

Willis E.Dunn.
Supt & Spl., Dist Agt.,

DEPARTMENT OF THE INTERIOR. OFFICE OF INDIAN AFFAIRS. JUN -3 1911.

The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved. F.H.Abbott, Assistant Commissioner.

Department of the Interior. Jun 7-1911. The within deed is hereby approved. Samuel Adams. First Assistant Secretary

OFFICE OF INDIAN AFFAIRS, LAND DIVISION. June 29-1911. Recorded in Inherited Deed Book Noncompetent Indian Lands, Vol: 28, page 188. M I - AL

CUSTER COUNTY .STATE OF OKLAHOMA. SS: This Instrument was filed for record on the 21 day of Jany, 1914. at 2:40, O'clock, P.M. and duly recorded in Book 13 on page 471. Roy M.Davis, Register of Deeds.

(R. OF D. SEAL)

#C 1759

E A S E M E N T

KNO" ALL MEN BY THESE PRESENTS:

That Thomas H. Creswell and Fay Creswell, husband and wife of Custer County, State of Oklahoma, for and in consideration of the sum of Eleven hundred and seventy and no/100 Dollars (\$ 1170.00) 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 Custer County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SW $\frac{1}{4}$ of Section 8, T 14 N., R 20 W., in Custer County, Oklahoma. Said parcel of land being a right of way for Oklahoma State Aid Project No. 812-F. Said parcel of land being further described by notes and bounds as follows:

Beginning at a point on the South line of said SW $\frac{1}{4}$ 78 feet East of the West line of said SW $\frac{1}{4}$; thence Northeastly on a curve to the left, having a radius of 2814.9 feet a distance of 1554 feet, thence North 5 degrees and 59' West a distance of 663.4 feet to the South bank of the West Quartermaster Creek, thence Northwestly along said south Bank of said Creek a distance of 330 feet; thence N 84 degrees 1' East a distance of 275 feet; thence N 5 degrees 59' West a distance of 294 feet to a point on the N line of said SW $\frac{1}{4}$ 225 feet East of the West line of said SW $\frac{1}{4}$; thence E along said North line a distance of 101 feet; thence S 5 degrees and 59' E a distance of 283 feet; thence N 84 degrees 01' East, a distance of 450 feet; thence S 5 degrees 59' E a distance of 210 feet; ~~thence S 5 degrees 59' E a distance of 210 feet;~~ ^{thence S 5 degrees 59' E a distance of 210 feet; thence S 5 degrees 59' E a distance of 210 feet;} thence S outwesterly on a curve to the right, having a radius of 2814.9 feet, a distance of 1555 feet to a point on the S line of said SW $\frac{1}{4}$, thence West along said South line a distance of 115 feet to point of beginning. Containing 8.43 acres, more or less. In addition to the above consideration the State agrees to provide the means of ingress and egress to the land North of the Creek.

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

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

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

#13

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.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand and seal this the 9th day of June, 1932.

Thomas H. Creswell

Fay Creswell

STATE OF OKLAHOMA

COUNTY OF CUSTER SS:

Before me, the undersigned, Notary Public in and for the State and County aforesaid, on this 9th day of June, 1932, personally appeared Thomas. H. Creswell and Fay Creswell, 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.

Geo. M. Baker Notary Public

My commission expires 17th day of April, 1935.

(N.P. Seal)

RECEIVED June 17, 1932. State Highway Engineer.

CUSTER COUNTY

STATE OF OKLAHOMA SS:

This instrument was filed for record on the 24 day of June, 1932, at 9.10 o'clock A.M., and recorded in Book 18 of Misc., on page 38-9.

Jesse Hatchett County Clerk

C.M., Deputy

(Clerks Seal)

D.H. Form 81-Regular

978

DEDICATION DEED
For
RIGHT-OF-WAY

From
Robert W. & Bessie L. Lee

Custer County, State of Oklahoma, ss. 20
This instrument was filed for record on the.....
day of April 19 51 at 9:51
o'clock A.M., and recorded in Book 30 of Miss'l. on
Page 630
M. S. (DICK) ESLICK, County Clerk
By Floy Danom Deputy.
(Seal)

To
The State of Oklahoma

DEDICATION DEED
Public Highway

KNOW ALL MEN BY THESE PRESENTS:

That Robert W. Lee and Bessie L. Lee, his wife.....

of Custer County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One Hundred Seventy Five and No./100..... dollars (\$ 175.00.....) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma 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 strip, piece or parcel of land lying in the W 1/2 SW 1/4 of Section 8, T 14N, R 20W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:
Beginning at a point on the South line of said W 1/2 SW 1/4, 67.6 feet East of the SW corner of said W 1/2 SW 1/4, thence East along said South line a distance of 133 feet, thence Northeasterly and Northwesterly on a curve to the left having a radius of 2924.8 feet a distance of 1549.8 feet, thence N 50 24' W a distance of 629.2 feet, to a jog in present East right-of-way line of State Highway No. 34, thence N 84 36' E along said jog a distance of 440 feet, thence N 50 24' W a distance of 210 feet, thence S 84 36' W a distance of 440 feet, thence N 50 24' W a distance of 282 feet to a point on the North line of said W 1/2 SW 1/4, 336.3 feet West of the NW corner of said W 1/2 SW 1/4, thence West along said North line a distance of 120.6 feet, thence S 50 24' E a distance of 295 feet, to a jog in present West right-of-way line of State Highway No. 34, thence S 84 36' W along said jog a distance of 265 feet to a point on the South bank of West Quartermaster Creek, thence Southeasterly along said South Bank of said Creek a distance of 322 feet, to a point 484.8 feet South of the North line and 261.5 feet East of the West line of said W 1/2 SW 1/4, thence S 50 24' E a distance of 650.7 feet, thence Southeasterly and Southwesterly on a curve to the right, having a radius of 2804.8 feet a distance of 1542.2 feet to point of beginning.

Containing 1.13 acres, more or less of new right-of-way, the remaining area included in the above description being the right-of-way occupied by the present highway and the 33 foot section line right-of-way.

Land donated, moving fence and crop damages \$175.00)

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

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except.....

The undersigned Grantors hereby designate and appoint Robert W. Lee..... as agent to execute the claim and receive the compensation herein named.

In Witness whereof the Grantors herein named have hereunto set their hands and seals this the..... day of March 19 51

Robert W. Lee

Bessie L. Lee

State of Oklahoma, County of Custer ss.

Before me, a Notary Public in and for said county and state, on this 17 day of March 19 51, personally appeared

Robert W. Lee and Bessie L. Lee

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

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

My commission expires Jan. 23 1954 T. G. Rowdon Notary Public (N. P. Seal)

Return Envelope
Red Star Rural Water Dist #2
Box 1000
Leedey, Okla. 73654

BOOK 664 PAGE 140

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT



#15

note

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

R. E. Lee

hereinafter referred to as GRANTOR, by Rural Water, Sewer, and Solid Waste Management, District No. 2, Roger Mills County, Oklahoma, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water pipeline to have a thirty (30) inch cover, over, across, and through the land of the GRANTOR situate in

Custer County, State of Oklahoma, said land being described as follows:

West 1/2 of South west 1/4 of Section 8;
Township 14 North; Range 20 West of Indian Meridian.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be thirty (30) feet in width, the center line of which is described as follows:

Fifteen (15) feet from the property line, which property line is thirty-three (33) feet from the section line of open roads. Where section line roads are officially closed the section line is the property line. Where a county road does not follow the section line or where a State or U.S. Highway traverses the above land, a like easement is also granted which shall be thirty (30) feet in width, the center line of which is described as follows: fifteen (15) feet from and parallel to the _____ right-of-way line.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 28th day of August

19 85

Lee-O.C. Terminals, Inc.

By: R. E. Lee
President

SEP 12 1985

State of Oklahoma, Custer County, ss, Filed at 9:01 am
Recorded in Book 664 Page 140 Calvin Klein, County Clerk
Grantor Grants Numerical By Dena A. Dagg, Deputy

NOTARY

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA County of OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of August

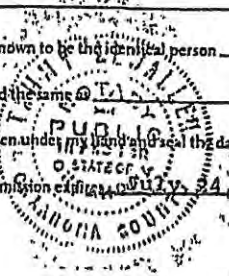
19 85, personally appeared R. E. Lee, President of Lee-O.C. Terminals, Inc.

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same _____ 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 July 24, 1988

Jammy Lewallen
Notary Public



#16

WARRANTY DEED

RECORD COPY

13032(5)(4)
STP-020B(275)
Parcel No. 5

KNOW ALL MEN BY THESE PRESENTS:

BOOK 0956 PAGE 780

THAT Lee O C Terminals, Inc., a corporation

part Y of the first part, in consideration of the sum of Seven thousand three hundred & no/100's*****DOLLARS (\$ 7,300.00) do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in the W $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T 14 N, R 20 W in Custer County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

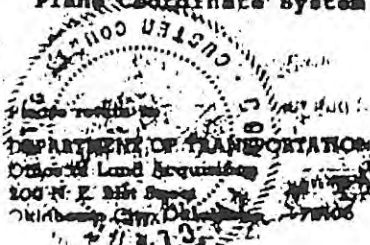
Beginning at a point where the present East right-of-way line of State Highway No. 34 crosses the North line of said W $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 333.15 feet East of the NW corner of said W $\frac{1}{4}$ SW $\frac{1}{4}$, thence Southeasterly along said right-of-way line a distance of 279.43 feet to a jog in said right-of-way line, thence Northeasterly along said jog a distance of 20.00 feet, thence N04°49'44"W a distance of 20.00 feet to a point on the North line of said W $\frac{1}{4}$ SW $\frac{1}{4}$, thence West along said North line a distance of 20.09 feet to point of beginning.

Also:

Beginning at a point on the present East right-of-way line of State Highway No. 34 a distance of 888.48 feet South of and 407.95 East of the NW corner of said W $\frac{1}{4}$ SW $\frac{1}{4}$, thence Northwesterly along said right-of-way line a distance of 399.44 feet to a jog in said right-of-way line, thence Northeasterly along said jog a distance of 20.00 feet, thence S04°49'44"E a distance of 300.00 feet, thence S06°28'52"W a distance of 101.98 feet to point of beginning.

Containing in both parcels 0.29 acres, more or less.

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



RECORDED IN BOOK 0956 PAGE 780
BY: Kathy Oatman

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests 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 by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named.

Witness my hand and seal this 27 day of July, 1995

Lee O C Terminals, Inc.

Walter Smith
Secretary

BY: M. S. Lee
M. S. Lee, President



#16

BOOK 0956 PAGE 781

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: _____

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: _____

State of Oklahoma)
County of Oklahoma) ss.

Before me, a Notary Public in and for said county and state, on this 27th day of July, 1995, personally appeared M. S. Lee President and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

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



[Signature]
Notary Public

My Commission expires: 1-9-99

County)
State of Oklahoma)
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in Book _____ on page _____ Fees, \$ _____
By _____ County Clerk
Deputy _____

Return to
Department of Transportation
Right-of-Way Division
200 N. E. 21st Street
Oklahoma City, OK 73105-3204



Individual Acknowledgement

Individual Acknowledgement

Corporation Acknowledgement

Red Star Rural Water District # 2
P.O. Box 10
Leedey, OK 73654

BOOK 0975 PAGE 5

PERMANENT EASEMENT

#17

note KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Lee O C Terminals, Inc., a corporation

hereinafter referred to as GRANTOR(S) by Rural Water, Sewer and Solid Waste Management District No. 2, Roger Hills County hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR(S) does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove

a rural water line

over, across, and through the land of the GRANTOR(S) situated in

CUSTER County, State of Oklahoma, said land being described as follows:

A twenty foot (20') wide strip, piece or parcel of land lying in part of the NW of the SW of Section 8, T14N, R20W, I.M., Custer County, Oklahoma. Said parcel being described as on the East side of and parallel and adjacent to the East Right-of-Way of State Hwy. 34 as described in Book 0956 at page 780.

together with right of ingress and egress over the adjacent lands of the GRANTOR(S), his successors and assigns for the purpose of this easement.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR(S), his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR(S), his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR(S) have executed this instrument this 2nd day of APRIL, 1996.

Lee O C Terminals, Inc.
By M. S. Lee
M. S. Lee, President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

State of Oklahoma, Custer County, ss. Filed 11/12/96 at 8:26 am

Recorded in Book 975, Page 501, Custer County Clerk

Grantor Certified Notarized By Patricia Langley

BEFORE ME, the undersigned, and State on this 2 day of April, 1996, personally appeared M. S. Lee to me known to be the identical person(s) who signed the named of the maker thereof to the above and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY Hand and Notary Seal the day and year last above written.



Patricia Langley
NOTARY PUBLIC



MY COMMISSION EXPIRES 6-5-99

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

700

That Lee OC Terminals, Inc.
2190 Liberty Towers
Oklahoma City, Oklahoma



hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt of Ten & no/100 Dollars (\$ 10.00) of which is hereby acknowledged, do hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the right, privilege and easement to construct, maintain and operate pipelines, and appurtenances thereto, on, over, under and through the following described land situated in the County of Custer and State of Oklahoma, to-wit:

Southeast Quarter (SE/4) Section Seven (7), Township Fourteen North (T14N), Range Twenty West (R20W)

This easement is for two pipelines only, one 8" transmission line and a 4" line to connect the Sabine-Lee 1-7 Well.

Division of InterNorth, Inc.
TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said land, for the purpose of constructing, operating, inspecting, repairing, maintaining and replacing, re-sizing, or removing the property of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that Grantor hereby granting the uses herein specified without divesting Grantor of the rights to use and enjoy said above-described land for agricultural, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement over or in proximity to any pipeline or appurtenance constructed hereunder which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. That during construction the Grantee will bury all line pipe to provide a minimum cover of 48 inches except in rock where a minimum cover of 18 inches will be provided.
3. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by the construction, maintenance or operation of Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.
4. That Grantee will restore the surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.
5. That in the event the Grantee or its assigns shall at any time construct one or more additional lines of pipe upon the above-described land, the then owner of the land subject to this easement shall be entitled to receive an additional consideration of _____ for each pipeline so constructed, plus damages as provided for in Paragraph 3 above.
6. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

JUL 28 1983

State of Oklahoma, Custer County, ss, Filed _____
Recorded in Book 568 Page 847-49
Grantor Grantee Numerical By Barbara Deputy



#12

41

#12

7. That the rights of the Grantee may be assigned in whole or in part.

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

9. Gas tap clause added as Exhibit "A" and made a part hereof. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.



Dated 23 day of May, 1983.

Alan L. Smith
Secretary

STATE OF Oklahoma :

COUNTY OF Oklahoma :

On this 23 day of May, A.D., 1983, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared R. G. Lee whose address is 3080 Liberty Tower, Okla. City, Okla. 73102 to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said instrument as his free and voluntary act for the purposes and considerations therein expressed.



Given under my hand and seal on the day and year above written. (S E A L)

My Commission Expires: 19, 1983

Dwight D. Boyce

Okla. City, Okla
Address

STATE OF Oklahoma :

COUNTY OF Oklahoma :

On this 23rd day of May, A.D., 1983, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared Dan L. Smith whose address is 2190 Liberty Tower, Okla. City, OK 73102 to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that he signed, executed and delivered said instrument as his free and voluntary act for the purposes and considerations therein expressed.



Given under my hand and seal on the day and year above written. (S E A L)

My Commission Expires: 15, 1984

Therese J. McManaman

Okla. City, OK
Address

This instrument drafted by:
Northern Natural Gas Company
2223 Dodge Street
Omaha, Nebraska 68102
Division of InterNorth, Inc.

Alan D. Wultz
R/W Agent Alan D. Wultz



#12

NORTHERN NATURAL EASEMENT TAP CLAUSE

As part of the initial consideration to be paid or made available to Grantor for the right-of-way granted hereunder, Grantor shall be entitled to natural gas service through a single tap (small rural delivery point and measuring station) mounted on the pipeline constructed hereunder, subject to the following terms and conditions:

1. Grantor shall direct his request for service to the gas utility entity rendering (or willing to render to Grantor) gas service in the county or counties within which this easement lies.
2. Such request shall be in writing and utilize Grantee's form which may affect gas quality and pressure limitations, as completed and submitted by the said utility.
3. The utility shall then submit to Grantee an application for such service to Grantor. Grantee will review the request in the light of then existing applicable governmental regulations and Grantee's then existing tariff, and if it meets or complies with the standards and conditions of such regulations and tariff, submit the request along with others submitted by utilities served by Grantee, to the federal governmental agency having jurisdiction. Grantee may hold such application until the number of similar applications which Grantee regards as sufficient to justify the necessary administrative processing have been received.
4. Grantee's service rendered through the tap, although for the specific benefit of Grantor, shall be wholesale service to the utility sponsoring Grantor's request.
5. Upon receipt of regulatory approval, in form and content acceptable to Grantee, Grantee will, at its expense, install the tap upon its pipeline. Grantee reserves the right to select the location for the tap on Grantor's property, although it will give consideration to Grantor's requested location. No costs associated with the tap and the service furnished through it, other than for the tap installation itself, will be paid by Grantee.
6. All gas provided hereunder shall be for Grantor's personal domestic and agricultural (including irrigation) uses only and may not be resold by Grantor and may only be used on the above-described premises.
7. Grantee reserves the right, without further obligation, to abandon or interrupt its use of the pipeline on which the tap is mounted, or to transport through the pipeline substances which are not suitable for Grantor's use.

0060V



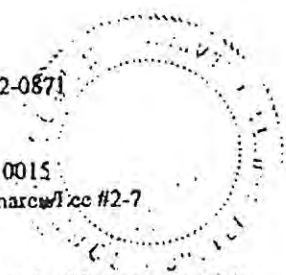
#13

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

STATE OF { Oklahoma)
COUNTY OF { Custer)

Returned To:
ONEOK FIELD SERVICES
P.O. Box 846
Maysville, OK 73057-0846
Attn: Tom Daniel

AFE: 061.010.4211.010015
Job Name: Cimarron Trc #2-7
Tract # 1



④
14/5

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK FIELD SERVICES COMPANY its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, and remove pipeline facilities and markers, across under and upon the lands of GRANTOR in the County of Custer
State of Oklahoma . To wit:

A strip of land 50' in width across the Southeast Quarter of Section 7, Township 14 North, Range 20 West, and the Northeast Quarter of Section 18, Township 14 North, Range 20 West of the Indian Meridian.

Survey to be attached hereto, as Exhibit "A", prior to recording.
Special conditions attached hereto as Exhibit "B" and made a part hereof.

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

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipeline. GRANTOR shall not place any obstruction within the right-of-way which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement and right-of-way is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. Additionally, said easement and right-of-way shall terminate if and when GRANTEE ceases to maintain said easement and right-of-way and the appurtenant facilities situated thereon, for a continuous period of one (1) year. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

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

#13

(Signatures & Acknowledgements on back)

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

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 27 day of February 2003.

LANDOWNER'S SIGNATURE

M. S. Lee
L.E.F. O C TERMINALS, INC.
By: M. S. Lee, President

ACKNOWLEDGEMENTS

State of _____
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

Typed or printed name of
Notary Public

State of _____
County of _____

(individual)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

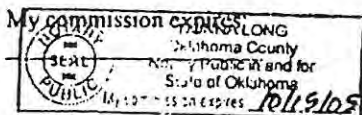
Typed or printed name of
Notary Public

STATE OF Oklahoma
COUNTY OF Oklahoma

(corporate)

On this 27th day of Feb., 2003, before me, Notary Public in and for said County and State, personally appeared M. S. Lee, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of

L.E.F. O C Terminals Inc. 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 set forth.



Dana Cook
Notary Public

#13

EXHIBIT "B"

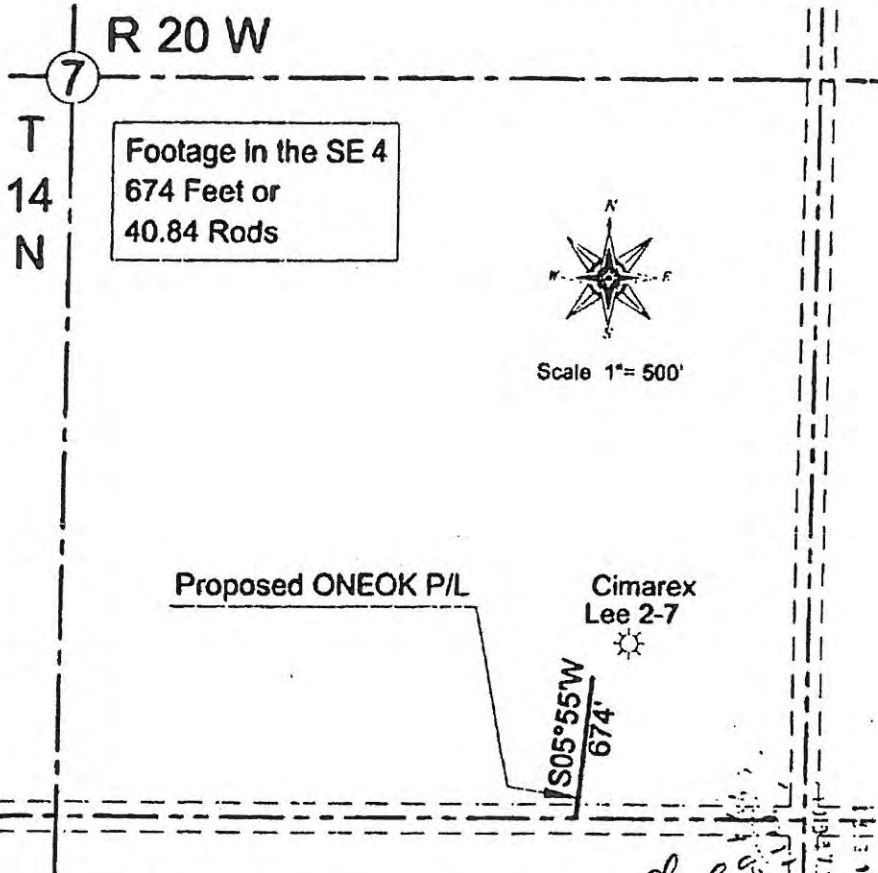
1. Survey to be attached hereto as Exhibit "A", prior to recording.
2. All rock exceeding five inches in diameter will be removed from right of way.
3. All fences will have H-braces on each side of right of way, with posts a minimum of six inches in diameter, and eight feet in length.
4. This right of way contract is for one (1) pipeline only.
5. Pipeline shall be installed to a minimum of 48" to top of pipeline, except where prohibited by rock.
6. Grantee will restore terraces and waterways to their former condition, and will sandbag area if required by A.S.C.S., or S.C.S. opinion.
7. No permanent structure will be placed on the easement, "above ground", except markers and vent pipes in fence line of property, unless otherwise stipulated in easement.
8. If Grantee abandons pipeline for twelve (12) consecutive calendar months, easement will revert to owner of record. In the event of such termination, the Grantee retains the right to remove all pipelines and appurtenances from said right of way.
9. All trash, cans, waste materials, and other debris will be removed from right of way after construction of pipeline.
10. Grantee will be liable for damages caused by leaks in said line to Grantor's property, or for third parties, in accordance with state and federal laws.
11. Grantee will be responsible for keeping all fences closed during construction and maintenance of said pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the hereinbefore described real property.
12. Grantor will have no legal liability for mineral lessees or other parties activity which result in damages to said pipeline. It will be Grantee's responsibility and obligation to mark the location of said pipeline so that third parties will be aware of the location of the same, in accordance with state and federal laws.
13. Grantee shall be responsible for any and all future damages as a result of its operation and maintenance of the pipeline. Grantee shall repair such erosion in a timely manner, after receipt of written notice of any such problem.
14. It is mutually agreed that Grantee may use a width of 100 feet for the construction of said pipeline, in areas such as road crossings, pipeline crossings, creek crossings, etc.
15. It is mutually agreed that Grantee may use a 50' construction right of way with the permanent easement reverting to 25'.
16. Grantee will not enter upon easement to construct pipeline if ground is too wet. The decision will be made mutually, between Grantor and Grantee.
17. Right of Way will be re-seeded immediately following construction, using a Grass Drill, EXCEPT by agreement between landowner and Grantee, a more appropriate time for re-seeding may be chosen.

EXHIBIT "A"

#13


Proposed ONEOK Pipeline in SE 4 of Section 7,
14N-20W in the I.M., Custer County, OK.

I-2003-002573 Book 1201 Pg: 648
04/25/2003 8:23 am Page(s) 645-648
Fee: \$ 19.00 Doc. \$ 0.00
Connie Harris - Custer County Clerk
State of Oklahoma



Not intended to be boundary survey.

Alan L. Weggoner
Alan L. Weggoner

Revisions		Date: 2-11-2003
		Cimarex / Lee 2-7
		Disk # WLS 13
		File Name: 714N20W
		Book: P/L 67 Pgs. 33-34
Weggoner's Land Surveying Blanchard, Oklahoma 73010 405-485-2322		