

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: 20230620-1)

Tracts 1 – 6 *
(Stephens County, Oklahoma)

* Except that part of Tract 6 located in Garvin County.

For June 26, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Jimmy R. Whitt Trust, *et al.*



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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.: 20230620-1
Issuing Office File No.: 20230620
Property Address: Tracts 1-6 (Auction), Marlow, OK 73055

SCHEDULE A

1. Commitment Date: May 22, 2023 at 07:59 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
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 Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

This page is only a part of a 2021 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)

4. The Title is, at the Commitment Date, vested in:

S/2 NE/4 & N/2 SE/4 is owned by Randolph Calvin Stone 1/3 interest; Cynthia Sue Shoemaker 1/3 interest; Lana Leiza Gallagher 1/3 interest by virtue of a Final Decree recorded December 19, 2022 in Book 2421, Page 828;

Lots 1, 2 & E 19.98 acres of Lot 3 is owned by Randolph Calvin Stone 1/6 interest; Cynthia Sue Shoemaker 1/6 interest; Lana Leiza Gallagher 1/6 interest by virtue of a Final Decree recorded December 19, 2022 in Book 2421, Page 828

and

Jimmy R. Whitt Trust dated the 25th day of February 2016 1/2 interest by virtue of a Warranty Deed recorded April 8, 2016 in Book 5114, Page 116 and a Memorandum of Trust recorded April 8, 2016 in Book 5114, Page 118;

N 19.95 acres of Lot 4 owned by Jimmy R. Whitt Trust dated the 25th date of February 2016, by virtue of a Warranty Deed recorded April 8, 2016 in Book 5114, Page 116 and a Memorandum of Trust recorded April 8, 2016 in Book 5114, Page 118.

5. The Land is described as follows:

N $\frac{1}{2}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ and E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 2 North, Range 4 West, I.M., Stephens County, Oklahoma.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
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.
 - a. Warranty Deed from Randolph Calvin Stone, Cynthia Sue Shoemaker, Lana Leiza Gallagher, all single people to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Warranty Deed from First National Bank and Trust Company of Chickasha, Successor Trustee of Jimmy R. Whitt Trust dated the 25th day of February 2016 to Purchaser with contractual obligations under a Real Estate agreement.
 - c. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
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. 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.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



20230620

SCHEDULE B, PART I
(Continued)

8. Obtain a Final Report for issuance of title policy.
9. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
10. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. 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.
12. By the Final Decree at Page 230 of the abstract the prior owner of 1/2 of SE/4 NE/4 has asserted an adverse claim. Submit for examination a valid recorded instrument by the First National Bank and Trust Company, Successor Trustee relinquishing the claim.
13. The SE/4 NE/4 was allotted to Emma Case a 1/2 Blood Choctaw Roll #9473 as part of her homestead by the Homestead Patent at Page 47 of the abstract. No instrument approving her conveyance at Page 48 was examined. Submit for examination all the valid Orders from a court of competent jurisdiction approving the deed.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



20230620



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Taxes for the year 2023 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. 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.
5. 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.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. 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.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20230620

SCHEDULE B-II

(Continued)

13. Statutory easement for roadway along Section line.
14. Right of Way recorded February 16, 1953 in Book 537, Page 354, subject to assignments and partial releases of record.
15. Right of Way recorded February 16, 1953 in Book 537, Page 356, subject to assignments and partial releases of record.
16. Right of Way Easement recorded March 30, 2004 in Book 2955, Page 257.
17. Order Annexing Additional Territory to Rural Water and/or Sewer and/or Gas and/or Solid Waste Management District No. 5 recorded December 21, 1978 in Book 1317, Page 495.
18. Right of Way Grant recorded June 8, 2012 in Book 4356, Page 213, subject to assignments and partial releases of record.
19. Right of Way Grant recorded June 8, 2012 in Book 4356, Page 216, subject to assignments and partial releases of record.
20. Sub-Surface Easement recorded December 1, 2014 in Book 4870, Page 145.
21. Sub-Surface Easement recorded December 1, 2014 in Book 4870, Page 148.
22. Sub-Surface Easement recorded December 1, 2014 in Book 4870, Page 150.
23. Memorandum of Damage Release Agreement recorded December 1, 2014 in Book 4870, Page 153.
24. Easement and Right of Way Agreement recorded April 7, 2015 in Book 4937, Page 111.
25. Easement and Right of Way Agreement recorded April 7, 2015 in Book 4937, Page 116.
26. Right of Way Agreement recorded January 4, 2016 in Book 5073, Page 13.
27. Right of Way Agreement recorded January 4, 2016 in Book 5073, Page 28.
28. Right of Way Agreement recorded April 14, 2016 in Book 5117, Page 195.
29. Electrical Utility Easement recorded December 5, 2016 in Book 5220, Page 292.
30. Easement and Right of Way Agreement recorded February 2, 2018 in Book 5432, Page 1.
31. Valve Site, Launching Receiving Easement recorded February 2, 2018 in Book 5432, Page 6.
32. Easement and Right of Way Agreement recorded May 17, 2018 in Book 5485, Page 2.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20230620

SCHEDULE B-II

(Continued)

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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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20230620

Exceptions #14

200

Form 579-D 500 5-52
354

3-5768

STATE OF OKLAHOMA
COUNTY OF STEPHENS

KNOW ALL MEN BY THESE PRESENTS:



That for and in consideration of Twenty Nine and No/100 Dollars to the undersigned, Chas. E. Montgomery

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in STEPHENS County, State of Oklahoma, to-wit: N $\frac{1}{2}$ of SE $\frac{1}{4}$ and the

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 1 Township 2N Range 4W
Section Township Range
Section Township Range

4
✓
✓

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

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

Witness the execution hereof on this the 31st day of October, A. D. 1952

Signed and delivered in the presence of the undersigned witnesses:

Chas E Montgomery

Wanda C. [Signature]
Right of Way Agent

CONTINUE

CALIFORNIA
STATE OF ~~CALIFORNIA~~
COUNTY OF LOS ANGELES } ss.

355

On this 31st day of October 1952, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Chas. E. Montgomery and Homer C. Sloggett 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 his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

Emilie G. Salis

Notary Public

My commission expires My Commission Expires Oct. 5, 1958

STATE OF OKLAHOMA
COUNTY OF _____ } ss.

On this _____ day of _____ 195____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____ to me known to be the identical persons 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.

Notary Public

My commission expires _____

Line	T-20 ⁿ								
No.	<u>170</u>								
Stephens		County, Okla.							
Chas. E. Montgomery									
6816 Fernando									
F. O. Address	Glendale, California								
	to								
Lone Star Gas Company									
	1915 Wood Street,								
	Dallas, Texas.								
Approved:									
Approved:									
Indexed									

RETURN TO
LONE STAR GAS COMPANY
1915 WOOD STREET
DALLAS, TEXAS

STATE OF OKLAHOMA
Stephens County
This Instrument Was Filed for Rec-
ord At 8 o'clock AM
ON

FEB 16 1953

Duly Recorded on Page 537
of the Records of this Office.
J. H. BRIDSON, County Clerk

#15

207

Form 175-O 500 5-22

3-5769

356
STATE OF OKLAHOMA

COUNTY OF STEPHENS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twenty Eight and 75/100- - - - -
(\$ 28.75) Dollars to the undersigned, O.C. Whitt, a single man

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in STEPHENS County, State of Oklahoma, to-wit:

E 1/2 of NE 1/4 Section 1 Township 2N Range 1W
Section Township Range
Section Township Range

4
✓
✓

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

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

Witness the execution hereof on this the 8th day of October, A. D. 1952

Signed and delivered in the presence of the undersigned witnesses:

O.C. Whitt

Christen Davis
Right of Way Agent

CONTINUE

STATE OF OKLAHOMA }
COUNTY OF STEPHENS } ss.

357

On this 8th day of October 1952, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared O.C. Whitt
a single man to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and official seal.

My commission expires Jan 13 1953

O.C. Spack
Notary Public.

STATE OF OKLAHOMA }
COUNTY OF _____ } ss.

On this _____ day of _____ 195____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, 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 official seal.

Notary Public.

My commission expires _____

Line T-20
No. 121
STEPHENS County, Okla.
O.C. Whitt
P. O. Address Foster, Oklahoma
to
LONE STAR GAS COMPANY
1915 Wood Street,
Dallas, Texas.
Approved: _____ Attorney
Approved: _____ Engineer
Indexed _____ RETURN TO
LONE STAR GAS COMPANY
1915 Wood Street,
Dallas, Texas

STATE OF OKLAHOMA
Stephens County
This Instrument Was Filed for Rec-
ord At 8 o'clock P.M.
ON FEB 16 1953

Duly Recorded on Page 356
of the Records of this office
L. H. BENSON, County Clerk
L. H. Benson

#76

71-5860

RIGHT-OF-WAY EASEMENT

1001 No 000257 260

KNOW ALL MEN BY THESE PRESENTS:

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

Billy Lee Whitt
Jimmy Ray Whitt (ETAL)

hereinafter referred to as GRANTOR, by RURAL WATER and/or SEWER and/or GAS and/or SOLID WASTE MANAGEMENT DISTRICT NO. 5, STEPHENS 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 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 water pipe line over, across and through the land of the GRANTOR situated in Stephens County, State of Oklahoma, and said land being described as follows:
Section 1-2N-4W E/2 NE NW & E/2 NE & NW NE

Stephens Co RWD #5 P O Box 52 Marlow Ok 73055

together with the right of ingress and egress over the adjacent lands of the GRANTOR, their successors and assigns, for the purpose of the easement. During construction, there shall be a temporary easement 50 feet in width and thereafter a permanent easement 20 feet in width adjacent to the present road right-of-way.

4

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their 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 for its use to the adjacent land of the GRANTOR, their successors and assigns.

The property described herein was obtained or improved through Federal financial assistance. This property 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 purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 30th day of April, 2003.

Jimmy Ray Whitt
Jimmy Ray Whitt

Billy Lee Whitt
Billy Lee Whitt

STATE OF OKLAHOMA)
COUNTY OF Gavin)



STATE OF OKLAHOMA
STEPHENS COUNTY
RECORDED OR FILED
MAR 30 P 2:08
BOOK 2956 PAGE 257
JO JOHNSON
COUNTY CLERK
SS - DEPUTY

The foregoing instrument was acknowledged before me this 30th day of April, 2003, by Billy Lee Whitt and Jimmy Ray Whitt



Lou Ann Dorman
Notary Public

Commission No. 00009690

My Commission Expires:
7-11-03

#17

31-4759

455

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF, STEPHENS COUNTY
STATE OF OKLAHOMA

IN THE MATTER OF A PETITION FOR THE
ANNEXATION OF ADDITIONAL TERRITORY
TO RURAL WATER AND/OR SEWER AND/OR
GAS AND/OR SOLID WASTE MANAGEMENT
DISTRICT NO. 5, STEPHENS COUNTY,
OKLAHOMA.

No. 5

STATE OF OKLAHOMA
STEPHENS COUNTY
RECORDS OR FILED
DEC 21 10 41 AM '78
BOOK 43 PAGE 295
FRANCIS SAVAGE
COUNTY CLERK
DEPUTY

ORDER ANNEXING ADDITIONAL TERRITORY TO RURAL WATER AND/OR
SEWER AND/OR GAS AND/OR SOLID WASTE MANAGEMENT DISTRICT
NO. 5, STEPHENS COUNTY, OKLAHOMA

Now on this 21st day of December, 1978, comes regularly
on for hearing the Petition to Annex Additional Territory to
Rural Water and/or Sewer and/or Gas and/or Solid Waste Manage-
ment District No. 5, Stephens County, Oklahoma, filed with the
County Clerk of Stephens County, Oklahoma, on November 30,
1978, praying for the annexation of additional territory to said
District as described and set forth with more particularity in
said Petition.

The Petitioners appeared in person, along with District
No. 5 representatives and their Attorney, ROBERT J. HAYS, of VAN
DYCK, HAYS & DABNEY, INC., and no protestant appeared.

The Board of County Commissioners of Stephens County,
Oklahoma, having considered the Petition for Annexation of Additional
Territory, which was filed herein and having heard statements of
counsel and representatives of the Petitioners, FINDS:

1. That proper notice of the time and place of the
hearing have been given as required by Section 1324.5 of the
Rural Water, Sewer, Gas and Solid Waste Management Districts Act,
as amended (82 Oklahoma Statutes Annotated, Sections, 1324.1 -

CONTINUED

1324.26); that the County Clerk on the 30th day of November, 1978, by certified mail, mailed to each of the Petitioners a Notice of Hearing Upon Petition to Annex Additional Territory, a copy of aforesaid Notice being attached hereto and made a part hereof; that the County Clerk caused the Notice of Hearing aforesaid to be published for two (2) consecutive weeks in the Marlow Review, a newspaper of general circulation in Stephens County, Oklahoma, and the Rush Springs Gazette, a newspaper of general circulation in Grady County, Oklahoma; that the property prayed to be annexed is located in Stephens County, Oklahoma, and Grady County, Oklahoma, and that the Clerk has duly filed with this Board her Proof of Mailing Notice and Publication of Hearing, together with the Publisher's Affidavit of Publication.

2. That the lands within the proposed annexation are located in Stephens County and Grady County, and that this Board has jurisdiction to hear and determine the Petition and order said property annexed to the District.

3. That the Petitioners, Allen Ray Smith, Wanda Smith, Claudia Kephart, Clara Kephart, Joseph G. Frizzell, Velma Frizzell, Jack Bethany, Leonard E. Brown and Ethel May Brown are owners of land within the boundaries of the proposed annexed territory to Rural Water and/or Sewer and/or Gas and/or Solid Waste Management District No. 5, Stephens County, Oklahoma, and as such landowners are qualified to Petition this Board for the Annexation of said property to said District.

CONTINUED

4. That the rural residents of the area are embraced within the area to be annexed as described in the Petition and are without an adequate water supply or sewage facilities or gas distribution facilities or solid waste management system to meet their needs; and that the Oklahoma Water Resources Board has certified that there is water available to adequately serve the proposed District.

5. That the construction, installation, improvements, maintenance and operation of all or any combination of water works, sewage facilities, gas distribution facilities and solid waste management district are necessary to provide an adequate water supply, sewage facility, gas distribution facilities and solid waste management system to serve rural residents of the proposed annexed area. That such improvements or works will be conducive to and will promote the public health convenience and welfare.

6. That the Petition filed herein is in conformity with the requirements of the Rural Water, Sewer, Gas and Solid Waste Management Districts Act.

IT IS THEREFORE ORDERED, ADJUDGED, DECREED and DECLARED by the Board of County Commissioners of Stephens County, Oklahoma, that the lands hereinafter described be, and the same are hereby, annexed to Rural Water and/or Sewer and/or Gas and/or Solid Waste Management District No. 5, Stephens County, Oklahoma, said lands being described with more particularity as follows:

CONTINUED

STEPHENS COUNTY:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 in Township 2 North, Range 4 West; ✓

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Township 1 North, Range 4 West; ✓

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 2 North, Range 5 West; ✓

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Township 1 North, Range 5 West; ✓

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Township 2 North, Range 6 West; ✓

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24 and 25 in Township 1 North, Range 6 West; and ✓

Sections 1, 12, 13, and 24 in Township 2 North, Range 7 West. ✓

(AMONG OTHER LANDS NOT IN OUR COUNTY)

BOARD OF COUNTY COMMISSIONERS
STEPHENS COUNTY, OKLAHOMA

Jack Davis

W. G. [unclear]

[unclear]

COUNTY CLERK



JAMES R. BARNETT, Acting Executive Director

OKLAHOMA WATER RESOURCES BOARD 499

FIFTH FLOOR • JIM THORPE BUILDING • OKLAHOMA CITY, OKLA. 73105 • (405) 521-3945

December 5, 1978

VanDyck, Hays & Dabney, Inc.
Attorneys at Law
Suite 216 Petroleum Building
Chickasha, Oklahoma 74018

RE: Stephens County
Rural Water District No. 5

Attention: Robert J. Hays

Dear Sir:

The Oklahoma Water Resources Board has reviewed your request concerning the ability of the City of Duncan to provide additional water supply to serve the proposed annex of Stephens County Rural Water District No. 5.

The Board's water rights records indicate that the City of Duncan has sufficient water rights to supply the needs of the proposed annex of the district.

If you have any questions, or need any additional information, please contact Harold Springer on our staff.

Very truly yours,

Paul R. Wilson, Chief
Stream Water Division
OKLAHOMA WATER RESOURCES BOARD

PRW:HLS:dr

GERALD E. BORELLI, Chairman
DON ARCH KING, Member
LEE DANIEL, Member

W. EARL WALKER, Vice-Chairman
JEWEL B. CALLAHAN, Member
TOM HAMBY, Member

L. L. MOLES, Secretary
RALPH G. McPHERSON, Member
BOYD STEVENSON, Member

#18

000213 ✓

85-7921

STANDARD FORM

RIGHT OF WAY GRANT

After Recording Return To:

DCP Midstream, LP
515 Central Park Drive
Bldg. 2, Suite 100
Oklahoma City, OK 73105

FILE:

PROJECT: WATT # 11-25

FOR AND IN CONSIDERATION of the sum of Ten + 00/100

DOLLARS (\$ 10.00), the receipt of which is hereby acknowledged

Bill Whitt (100% owner)

AKA Billy L. Whitt

hereby grant unto,

DCP Midstream, LP

its successors and assigns, the right from time to time to lay, maintain, inspect, erect, operate, protect, replace with same or different size pipe, and remove a pipe line or pipe lines, and appurtenances, and accompanying telephone and telegraph lines, and appurtenances, over, through, upon, under and across the following described land in

Stephens County, State of Oklahoma to wit:

SW1/4 NE1/4 and N1/2 SE1/4 of Section 1, T2N, R4W

Right of Way 50 FT wide. Bury 4 FT Deep.

Repair Fence CUTS

GRANTOR AGREES TO TAKE NECESSARY MEASURES TO PREVENT SOIL EROSION ON RIGHT OF WAY

Grantee agrees that, if at any time or times, any such pipe line or pipe lines shall be laid by any Grantee, its successors or assigns, Grantee, its successors or assigns shall pay to Grantor, in addition to the consideration hereinabove stated, the sum of _____ Dollars (\$ _____) per foot for each separate line laid

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

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for construction damages. Grantee agrees to pay for damages to growing crops or to fences of Grantor caused by maintenance operations.

The rights herein granted, or any of them, may be exercised by any or all of the Grantees herein, their successors and/or assigns either jointly or separately.

The Grantor represents that the above described land is rented for the period beginning

to _____ on N/A basis to _____ cash or crop

This Grant may be signed in counterparts with the same effect as if each named Grantor signed one instrument

Executed this 20th day of April, 2012

Bill Whitt
Bill Whitt

STATE OF OKLAHOMA
STEPHENS COUNTY
RECORDED OR FILED

2012 JUN -8 PM 12:17

BOOK 4352 PAGE 213
JO JOHNSON
COUNTY CLERK

BY md DEPUTY



CONTINUED

000214

STATE OF OKLAHOMA
COUNTY OF GRADY } ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this 20th day of April, 2012, personally appeared Bill White aka Billy L. White to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

My commission expires 8/10/14



[Signature]
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, _____, personally appeared _____ to me known to be the identical person described in and 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, purposes, and consideration therein set forth.

My commission expires _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, _____, personally appeared _____ to me known to be the identical person described in and 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, purposes, and consideration therein set forth.

My commission expires _____

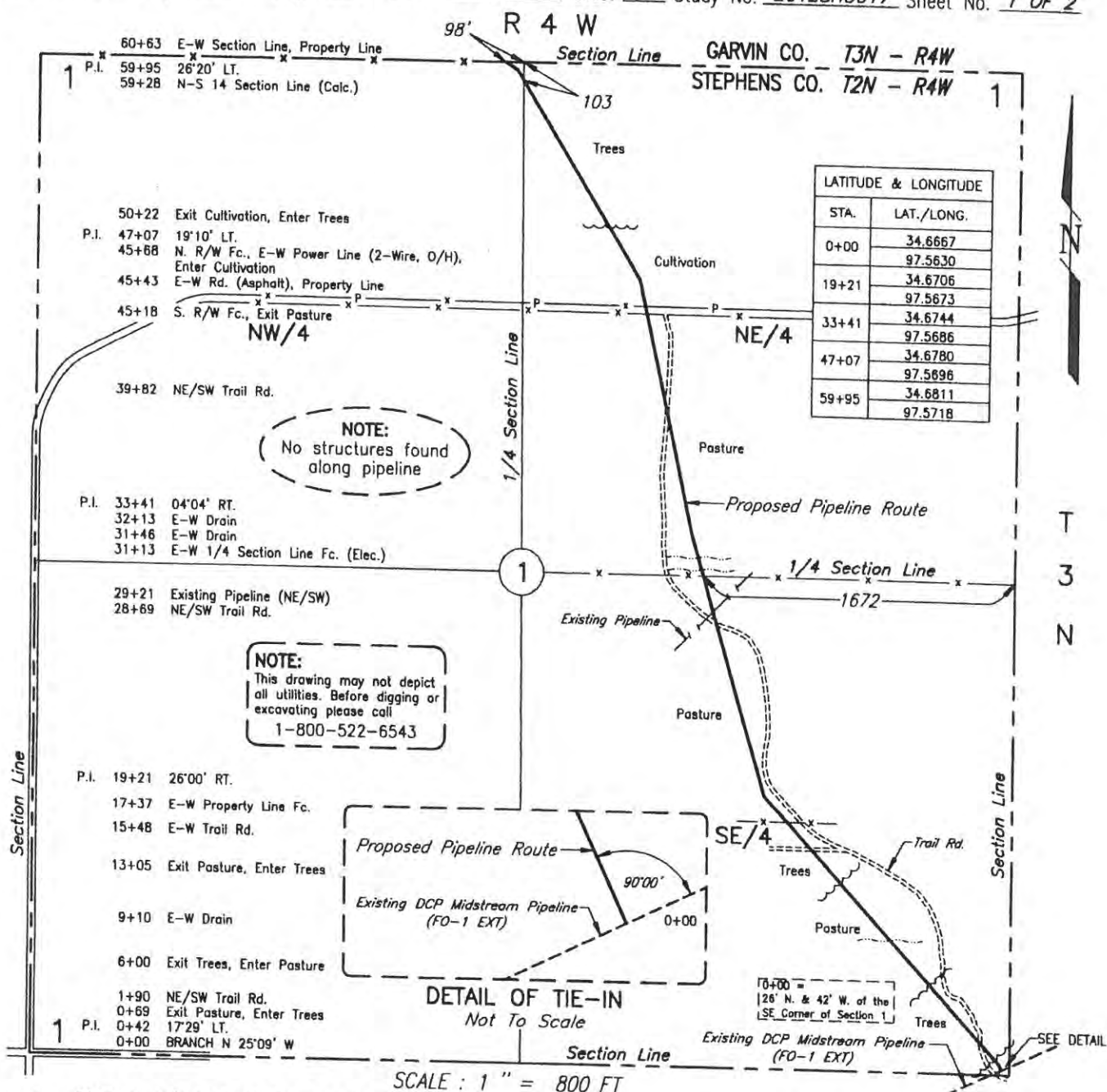
Notary Public

- RIGHT OF WAY GRANT

CONTINUED

000215

Nature of Work PRELIMINARY SURVEY Date 04/20/12 Line No. _____
 Region SOUTHERN OKLAHOMA System SHOLEM Booster DOYLE Afe No. 111224195 RC No. G433
 Sec. 1 Twp. 2N Range 4W Co. GARVIN State OK Study No. 2012SH0017 Sheet No. 1 OF 2



Remarks TRACT 2: E/2 NE/4 NW/4 & NW/4 NE/4 SECTION 1 - OWNER -

BILL & JIM WHITT - 1,520 FEET OR 92.12 RODS

TRACT 4: SW/4 NE/4 & N/2 SE/4 SECTION 1 - OWNER - BILL WHITT

2,806 FEET OR 170.06 RODS

TRACT 5: S/2 SE/4 SECTION 1 - OWNER - JOE PARKS

1,737 FEET OR 105.27 RODS

DWG. NO. CIM120466A

Signed _____

Group or Corporate Staff DCP Midstream



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

#19

57

000216

85-2922

STANDARD FORM

RIGHT OF WAY GRANT

After Recording Return To:

DCP Midstream, LP
515 Central Park Drive
Bldg. 2, Suite 100
Oklahoma City, OK 73105

FILE:

PROJECT: WHITT # 14-25

FOR AND IN CONSIDERATION of the sum of Ten & 00/100
DOLLARS (\$ 10.00), the receipt of which is hereby acknowledged

Bill Whitt (50% owner)
AKA Billy L. WHITT

hereby grant unto DCP Midstream, LP
its successors and assigns, the right from time to time to lay, maintain, inspect, erect, operate, protect, replace with same or different size pipe, and remove a pipe line or pipe lines, and appurtenances, and accompanying telephone and telegraph lines, and appurtenances, over, through, upon, under and across the following described land in Stephens County, State of Oklahoma to wit:

E/2 NE/4 NW/4 and NW/4 NE/4 and ~~SW/4 NE/4~~
Section 1, T2N, R4W,
Right of Way 50 FT Wide. Bury 4 FT Deep.
Repair Fence cuts.

GRANTEE AGREES TO TAKE NECESSARY MEASURES
TO PREVENT SOIL EROSION ON RIGHT OF WAY.

Grantor agrees that at any time or times, any such pipe line or pipe lines shall be laid by any Grantee, its successors or assignee, its successors or assignee shall pay to Grantor, in addition to the consideration hereinabove stated, the sum of _____ Dollars, to be paid _____ per rod for each separate line laid.

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

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for construction damages. Grantee agrees to pay for damages to growing crops or to fences of Grantor caused by maintenance operations.

The rights herein granted, or any of them, may be exercised by any or all of the Grantees herein, their successors and/or assigns either jointly or separately.

The Grantor represents that the above described land is rented for the period beginning _____ to _____ on N/A basis to _____ cash or crop

This Grant may be signed in counterparts with the same effect as if each named Grantor signed one instrument

Executed this 20th day of April, 2012

Bill Whitt
Bill Whitt

STATE OF OKLAHOMA
STEPHENS COUNTY
RECORDED OR FILED

2012 JUN -8 PM 12:17

4356 Filed 2/16

JO JOHNSON
COUNTY CLERK

BY rod DEPUTY



CONTINUED

000217

STATE OF OKLAHOMA }
COUNTY OF GRADY } ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this 20th day of April, 2012, personally appeared BILL WHITT AKA BILLY L. WHITT to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that HE executed the same as HIS free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My commission expires 8/10/14



C. O. [Signature]
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, _____, personally appeared _____ to me known to be the identical person _____ described in and 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, purposes, and consideration therein set forth.

My commission expires _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, _____, personally appeared _____ to me known to be the identical person _____ described in and 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, purposes, and consideration therein set forth.

My commission expires _____

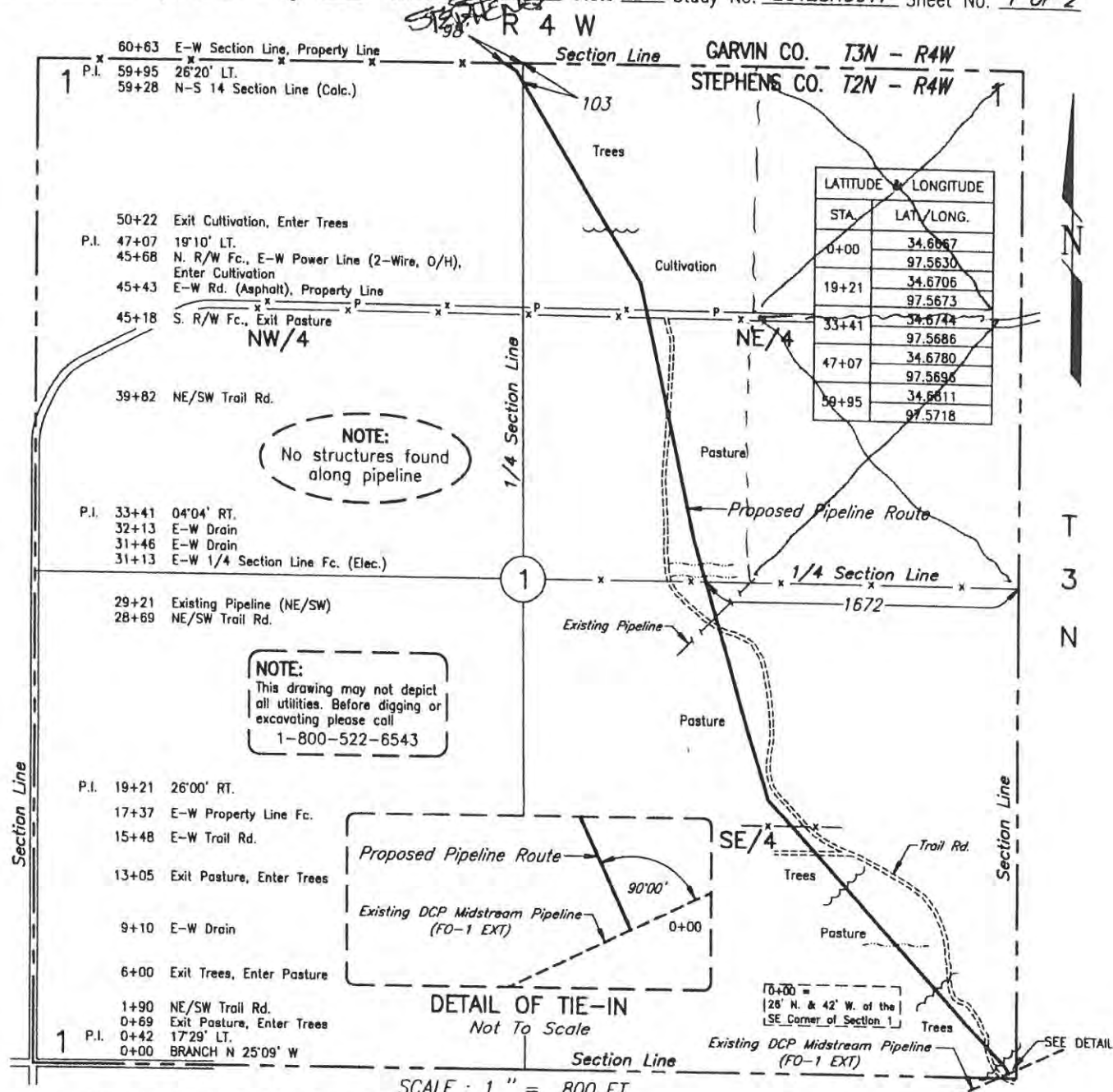
Notary Public

RIGHT OF WAY GRANT

CONTINUED

000218

Nature of Work PRELIMINARY SURVEY Date 04/20/12 Line No. _____
 Region SOUTHERN OKLAHOMA System SHOLEM Booster DOYLE Afe No. 111224195 RC No. G433
 Sec. 1 Twp. 2N Range 4W Co. GARVIN State OK Study No. 2012SH0017 Sheet No. 1 OF 2



Remarks TRACT 2: E/2 NE/4 NW/4 & NW/4 NE/4 SECTION 1 - OWNER -

BILL & JIM WHITT - 1,520 FEET OR 92.12 RODS

TRACT 4: SW/4 NE/4 & N/2 SE/4 SECTION 1 - OWNER - BILL WHITT

2,806 FEET OR 170.06 RODS

TRACT 5: S/2 SE/4 SECTION 1 - OWNER - JOE PARKS

1,737 FEET OR 105.27 RODS

DWG. NO. CIM120466A

Signed _____ Group or Corporate Staff DCP Midstream



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

#20



000145

SUB-SURFACE EASEMENT

I-2014-908034 Book 4870 Pg. 145
12/01/2014 2:00 pm Pg 0145-0147
Fee \$ 17.00 Doc: \$ 0.00
Cindy Kaiser - Stephens County Clerk
State of Oklahoma *ck*

✓

On this 17 day of NOV., 2014, Jim Whitt aka Jimmy Ray Whitt, of 1702 W. Duval, Troup, TX 75789 and Bill Whitt aka Billy Lee Whitt, of 420 Jean Ave., Lindsay, OK 73052, ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, hereby grants and conveys, to the extent it has the legal right to do so, to Newfield Exploration Mid-Continent Inc., whose address is One Williams Center, Suite 1900, Tulsa, Oklahoma 74172, ("Grantee"), a sub-surface easement and right-of-way in, through and under the following described land, hereinafter referred to as "Said Land":

**Lots 1 and 2; the East 19.98 acres of Lot 3;
of Section 1, Township 2 North, Range 4 West, Stephens County, Oklahoma**

for the purpose of drilling, collecting geological data (including logs), and equipping directional and/or horizontal wells through Said Land in order to facilitate the drilling, completing, producing and operating of oil and/or gas wells for the production of oil, gas and other minerals from lands other than Said Lands.

It is expressly agreed that no wellbores will be perforated at any point within Said Land unless Grantee has or acquires the legal right to do so. Additionally, any wells drilled hereunder, will be perforated and produced from lands other than Said Lands in accordance with applicable rules and regulations of the Oklahoma Corporation Commission and the oil and gas lease(s) applicable to such well or wells. Newfield further agrees that it will use reasonable and prudent efforts to protect and insure that it will not produce, or cause any intentional waste to occur to the oil, gas and associated hydrocarbons underlying the Said Land.

It is expressly agreed that Grantee, and Grantee's successors or assigns, will defend, save and hold harmless, and indemnify, Grantor, and the heirs or assigns of Grantor from any and all claims of third parties for damages of any kind or character arising from Grantee's exercise of the rights given in this agreement (including damages by reason of claims or causes of action for trespass or damages to property, including attorney's fees and costs of defense).

To have and to hold the sub-surface easement and right-of-way hereby granted unto the Grantee, its successors and assigns.

Dated and executed this 17 day of NOV., 2014

GRANTOR

Jim Whitt
Jim Whitt aka Jimmy Ray Whitt

Bill Whitt
Bill Whitt aka Billy Lee Whitt

GRANTEE

[Signature]
Justin Few - Agent for Newfield Exploration Mid-Continent Inc.

MAC Oil & Gas Inc. 19 E Choctaw Suite 100 MC #12402 74501

4

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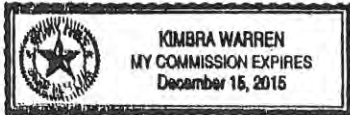
000146

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF Smith §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of November, 2014, personally appeared **Jim Whitt aka Jimmy Ray Whitt**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



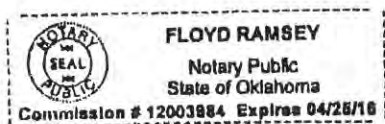
Kimbra Warren
Notary Public, State of ~~Oklahoma~~ Texas

My commission expires: December 15, 2015

THE STATE OF OKLAHOMA §
 §
COUNTY OF GARVIN §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of 1900, 2014, personally appeared **Bill Whitt aka Billy Lee Whitt** personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Floyd Ramsey
Notary Public, State of Oklahoma

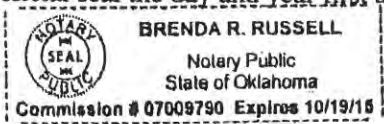
CONTINUED

000147

THE STATE OF OKLAHOMA §
 §
COUNTY OF PITTSBURG §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of November, 2014, personally appeared **Justin Few, Agent for Newfield Exploration Mid-Continent Inc.**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Brenda R. Russell
Notary Public, State of Oklahoma

My commission expires: _____

#21



SUB-SURFACE EASEMENT

I-2014-908035 Book 4870 Pg. 148
12/01/2014 2:00 pm Pg 0148-0149
Fee: \$ 15.00 Doc: \$ 0.00
Cindy Kaiser - Stephens County Clerk
State of Oklahoma

On this 17 day of November, 2014, **Jim Whitt aka Jimmy Ray Whitt, of 1702 W. Duval, Troup, TX 75789**, ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, hereby grants and conveys, to the extent it has the legal right to do so, to **Newfield Exploration Mid-Continent Inc.**, whose address is One Williams Center, Suite 1900, Tulsa, Oklahoma 74172, ("Grantee"), a sub-surface easement and right-of-way in, through and under the following described land, hereinafter referred to as "Said Land":

**N/2 NW/4 NW/4; of Section 1, Township 2 North,
Range 4 West, Stephens County, Oklahoma**

for the purpose of drilling, collecting geological data (including logs), and equipping directional and/or horizontal wells through Said Land in order to facilitate the drilling, completing, producing and operating of oil and/or gas wells for the production of oil, gas and other minerals from lands other than Said Lands.

It is expressly agreed that no wellbores will be perforated at any point within Said Land unless Grantee has or acquires the legal right to do so. Additionally, any wells drilled hereunder, will be perforated and produced from lands other than Said Lands in accordance with applicable rules and regulations of the Oklahoma Corporation Commission and the oil and gas lease(s) applicable to such well or wells. Newfield further agrees that it will use reasonable and prudent efforts to protect and insure that it will not produce, or cause any intentional waste to occur to the oil, gas and associated hydrocarbons underlying the Said Land.

It is expressly agreed that Grantee, and Grantee's successors or assigns, will defend, save and hold harmless, and indemnify, Grantor, and the heirs or assigns of Grantor from any and all claims of third parties for damages of any kind or character arising from Grantee's exercise of the rights given in this agreement (including damages by reason of claims or causes of action for trespass or damages to property, including attorney's fees and costs of defense).

To have and to hold the sub-surface easement and right-of-way hereby granted unto the Grantee, its successors and assigns.


Dated and executed this 17 day of November, 2014

GRANTOR

(E) MAC Oil & Gas


Jim Whitt aka Jimmy Ray Whitt

GRANTEE


Justin Few - Agent for Newfield Exploration Mid-Continent Inc.

CONTINUED

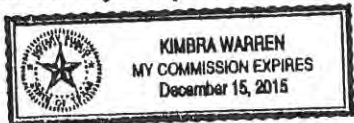
000149

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF Smith §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of November, 2014, personally appeared **Jim Whitt aka Jimmy Ray Whitt**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



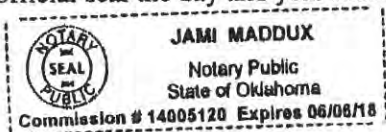
Kimbra Warren
Notary Public, State of ~~Oklahoma~~ Texas

My commission expires: December 15, 2015

THE STATE OF OKLAHOMA §
 §
COUNTY OF PITTSBURG §

24th Before me, the undersigned, a Notary Public, in and for said County and State, on this day of November, 2014, personally appeared **Justin Few, Agent for Newfield Exploration Mid-Continent Inc.**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Jami Maddux
Notary Public, State of Oklahoma

My commission expires: _____

CONTINUED

#22 ✓



000150

SUB-SURFACE EASEMENT

I-2014-908036 Book 4870 Pg: 150
12/01/2014 2:00 pm Pg 0150-0152
Fee \$ 17.00 Doc: \$ 0.00
Cindy Kaiser - Stephens County Clerk
State of Oklahoma *CKM*

On this 17 day of Nov., 2014, Jim Whitt aka Jimmy Ray Whitt, of 1702 W. Duval, Troup, TX 75789 and Bill Whitt aka Billy Lee Whitt, of 420 Jean Ave., Lindsay, OK 73052, ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, hereby grants and conveys, to the extent it has the legal right to do so, to Newfield Exploration Mid-Continent Inc., whose address is One Williams Center, Suite 1900, Tulsa, Oklahoma 74172, ("Grantee"), a sub-surface easement and right-of-way in, through and under the following described land, hereinafter referred to as "Said Land":

**Lots 1 and 2; the East 19.98 acres of Lot 3;
of Section 1, Township 2 North, Range 4 West, Stephens County, Oklahoma**

for the purpose of drilling, collecting geological data (including logs), and equipping directional and/or horizontal wells through Said Land in order to facilitate the drilling, completing, producing and operating of oil and/or gas wells for the production of oil, gas and other minerals from lands other than Said Lands.

It is expressly agreed that no wellbores will be perforated at any point within Said Land unless Grantee has or acquires the legal right to do so. Additionally, any wells drilled hereunder, will be perforated and produced from lands other than Said Lands in accordance with applicable rules and regulations of the Oklahoma Corporation Commission and the oil and gas lease(s) applicable to such well or wells. Newfield further agrees that it will use reasonable and prudent efforts to protect and insure that it will not produce, or cause any intentional waste to occur to the oil, gas and associated hydrocarbons underlying the Said Land.

It is expressly agreed that Grantee, and Grantee's successors or assigns, will defend, save and hold harmless, and indemnify, Grantor, and the heirs or assigns of Grantor from any and all claims of third parties for damages of any kind or character arising from Grantee's exercise of the rights given in this agreement (including damages by reason of claims or causes of action for trespass or damages to property, including attorney's fees and costs of defense).

To have and to hold the sub-surface easement and right-of-way hereby granted unto the Grantee, its successors and assigns.

Dated and executed this 17 day of Nov., 2014

GRANTOR

Jim Whitt
Jim Whitt aka Jimmy Ray Whitt

Bill Whitt
Bill Whitt aka Billy Lee Whitt

GRANTEE

Justin Few
Justin Few - Agent for Newfield Exploration Mid-Continent Inc.

(F) MAC Oil & Gas

4

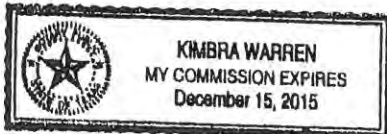
CONTINUED

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF Smith §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of November, 2014, personally appeared **Jim Whitt aka Jimmy Ray Whitt**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



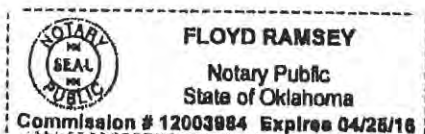
Kimbra Warren
Notary Public, State of ~~Oklahoma~~ Texas

My commission expires: December 15, 2015

THE STATE OF OKLAHOMA §
 §
COUNTY OF GARVIN §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of Nov., 2014, personally appeared **Bill Whitt aka Billy Lee Whitt** personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Floyd Ramsey
Notary Public, State of Oklahoma

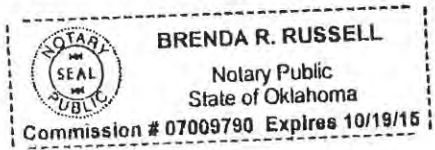
000152

THE STATE OF OKLAHOMA §

COUNTY OF PITTSBURG §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of November, 2014, personally appeared **Justin Few, Agent for Newfield Exploration Mid-Continent Inc.**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Brenda R. Russell
Notary Public, State of Oklahoma

My commission expires: _____

#23

000153



MEMORANDUM OF DAMAGE RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

I-2014-908037 Book 4870 Pg: 153
12/01/2014 2:01 pm Pg 0153-0155
Fee: \$ 17.00 Doc: \$ 0.00
Cindy Kaiser - Stephens County Clerk
State of Oklahoma *JKM*

THAT, Jim Whitt aka Jimmy Ray Whitt, of 1702 W. Duval, Troup, TX 75789 and Bill Whitt aka Billy Lee Whitt, of 420 Jean Ave., Lindsay, OK 73052, herein referred to as "Grantor" have entered into a Damage Release Agreement, herein referred to as the "Agreement" with Newfield Exploration Mid-Continent Inc., whose address is One Williams Center, Suite 1900, Tulsa, Oklahoma, 74172, herein referred to as "Grantee" to-wit:

Said Agreement is dated and effective as of the 17 day of NOV., 2014, as the same may have thereafter been amended. That such Agreement covers the following described lands, to-wit:

Lots 1 and 2; the East 19.98 acres of Lot 3; of Section 1, Township 2 North, Range 4 West, Stephens County, Oklahoma,

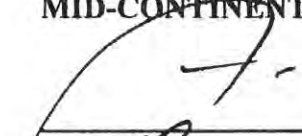
All prospective assignees, mortgagees or other parties claiming some interest or acquiring some interest by, through, or under any of the above mentioned parties are put on notice of the priority of the terms and provisions of the Agreement.

The Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to the property covered by the Agreement. Further particulars concerning the Agreement, may be discussed by contacting the "Grantee".

Dated this 17 day of NOV., 2014.

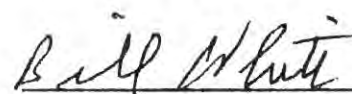
(E) MAC Oil & Gas

**GRANTEE:
NEWFIELD EXPLORATION
MID-CONTINENT INC.**


Justin Few, Agent

GRANTOR:


Jim Whitt aka Jimmy Ray Whitt


Bill Whitt aka Billy Lee Whitt

CONTINUED

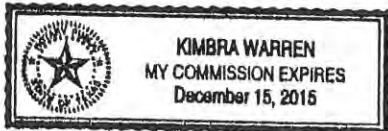
000154

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF Smith §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of November, 2014, personally appeared **Jim Whitt aka Jimmy Ray Whitt**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Kimbra Warren
Notary Public, State of ~~Oklahoma~~ Texas

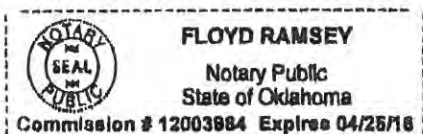
My commission expires: December 15, 2015

THE STATE OF OKLAHOMA §
 §
COUNTY OF GARVIN §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of Nov., 2014, personally appeared **Bill Whitt aka Billy Lee Whitt** personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as their free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Floyd Ramsey
Notary Public, State of Oklahoma



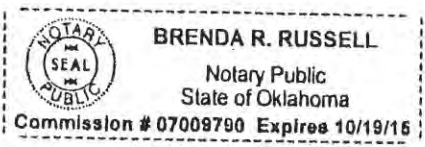
CONTINUED

000155

THE STATE OF OKLAHOMA §
 §
COUNTY OF PITTSBURG §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of November, 2014, personally appeared **Justin Few, Agent for Newfield Exploration Mid-Continent Inc.**, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity stated, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Brenda R. Russell
Notary Public, State of Oklahoma

My commission expires: _____

#24

5

000111

I-2015-914045 Book 4937 Pg 111
04/07/2015 11 26 am Pg 0111-0115
Fee: \$ 21.00 Doc: \$ 0.00
Cindy Kaiser - Stephens County Clerk
State of Oklahoma *WMM*

File: Whitt, Bill et al
Project: Whitt 2,3,4,5,6,7-25X

AFTER RECORDING RETURN TO:

DCP Midstream, LP
3201 Quail Springs Parkway, Suite 100
Oklahoma City, OK 73134



EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF STEPHENS

§

THAT as of 3/10, 2015, the undersigned ("Grantor," whether one or more), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid to Bill Whitt by DCP MIDSTREAM, LP, a Delaware limited partnership with an address at 3201 Quail Springs Parkway, Suite 100, Oklahoma City, Oklahoma 73134 ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee a right-of-way and easement fifty feet (50') in width ("Easement") as more fully described below and depicted on EXHIBITS "A" (which is/are attached and incorporated by reference), and affixed as finally constructed, for the purpose of laying, constructing, maintaining, operating, repairing, replacing, protecting, altering and removing pipeline, including cathodic protection, above-ground appurtenances, and any and all other devices, equipment, and structures from time to time deemed by Grantee to be necessary or appropriate in connection with the use and prudent operation of the pipeline for the gathering or transportation of hydrocarbons and any liquids and natural gas that can be transported through a pipeline across the following described lands in STEPHENS COUNTY, OKLAHOMA:

N/2 SE/4 and SW/4 NE/4 of Section 1, T2N, R4W

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together, with the right of ingress to and egress from the right-of-way across the adjacent property of Grantor. The parties further agree as follows:

1. In the exercise of its rights hereunder, Grantee shall: (a) bury pipeline at least 48 inches or to rock whichever is the lesser depth; (b) restore the ground surface as nearly as practicable to the original contour that existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as reasonably required by Grantor; (d) install an H-frame brace before cutting any fences; (e) reseed right of way with a Bermuda and native grass mix and will reseed with Bermuda in May 2015 if needed to establish grass on right of way; (f) burn and/or bury downed timber; and (g) all roadways to be crossed by boring.

CONTINUED

000112

AFE# 500214350

2. Grantor shall have the right to use and enjoy the surface of the right-of-way for agricultural pasturage and other similar purposes that will not interfere with the use of the right-of-way by the Grantee for any of the purposes granted above; no building, structure, improvement, or obstruction, other than ordinary and usual fences, shall be placed within or upon the right-of-way, and there shall be no alteration of the ground surface or grade of the right-of-way without the express written consent of Grantee, and, to the extent that written consent has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so. After the pipeline has been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights hereunder; however, Grantee shall be liable for any identifiable damages to crops and pasture grasses incurred during Grantee's exercise of its continued rights under this Easement.

3. Should the pipeline laid hereunder be abandoned for a period of 24 consecutive months. The easement for said pipeline shall become null and void and revert to the surface owner without cost.

4. Grantee shall have the right, at its option, to install gates in fences crossing the pipeline right-of-way.

5. This instrument may be executed in multiple counterparts, which together shall constitute one and the same instrument.

6. This grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under the lands, but is a grant solely of the Easement granted herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations or covenants, either of record or evidenced by improvements upon the ground to the extent they are in force.

7. All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee, and Grantee shall have the right to remove any or all of its property from the Easement.

8. During construction and/or maintenance of the pipeline, Grantee shall be allowed to use additional workspace along and adjacent to the proposed Easement, being an extra Forty Five feet (45') in width adjacent to the permanent Easement right-of-way area described above. Grantee shall also be entitled to use Grantor's adjacent additional lands ("Additional Lands") as reasonably necessary at road, creek, and railroad crossings for construction purposes. This right for Additional Lands will terminate upon completion of initial construction of the pipeline.

000113

AFE# 500214350

9. The initial consideration recited above is also full, complete, and final payment for and includes usual and necessary construction damages that may be sustained by original construction of the pipeline within the Easement area, including without limitation, reseeding, cutting trees, and damages to the surface, fences and any other property owned by Grantor.

10. The rights of Grantee may be assigned in whole or in part.

11. All persons entering upon the pipeline Easement and right-of-way strip under this grant shall confine themselves to the operations and purposes contemplated herein, and no hunting or fishing shall be permitted by Grantee, its employees, agents, or contractors.

12. This grant states the entire agreement between the parties regarding its subject matter, and no representations or statements, verbal or written, have been made that would modify, add to, or change the terms of this Easement. This Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

13. The rights herein granted are for one (1) pipeline only.

14. Right of way will be double ditched and no construction requiring heavy equipment will be used during wet and muddy weather conditions.

15. Grantee will take necessary measures to control soil erosion on right of way.

16. The Grantor represents that the above described land is rented for the period beginning _____, _____ to _____, _____ on _____ basis to N/A.

EXECUTED AND EFFECTIVE as of the date first stated above.

GRANTOR(S):

Bill Whitt
Bill Whitt

000114

AFE# 500214350

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2015,
by _____.

Notary Public, State of _____

STATE OF OKLAHOMA §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the 10th day of MARCH, 2015,
by BILL WATTS.



C. O. Hancock
Notary Public, State of OKLAHOMA

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2015,
by _____.

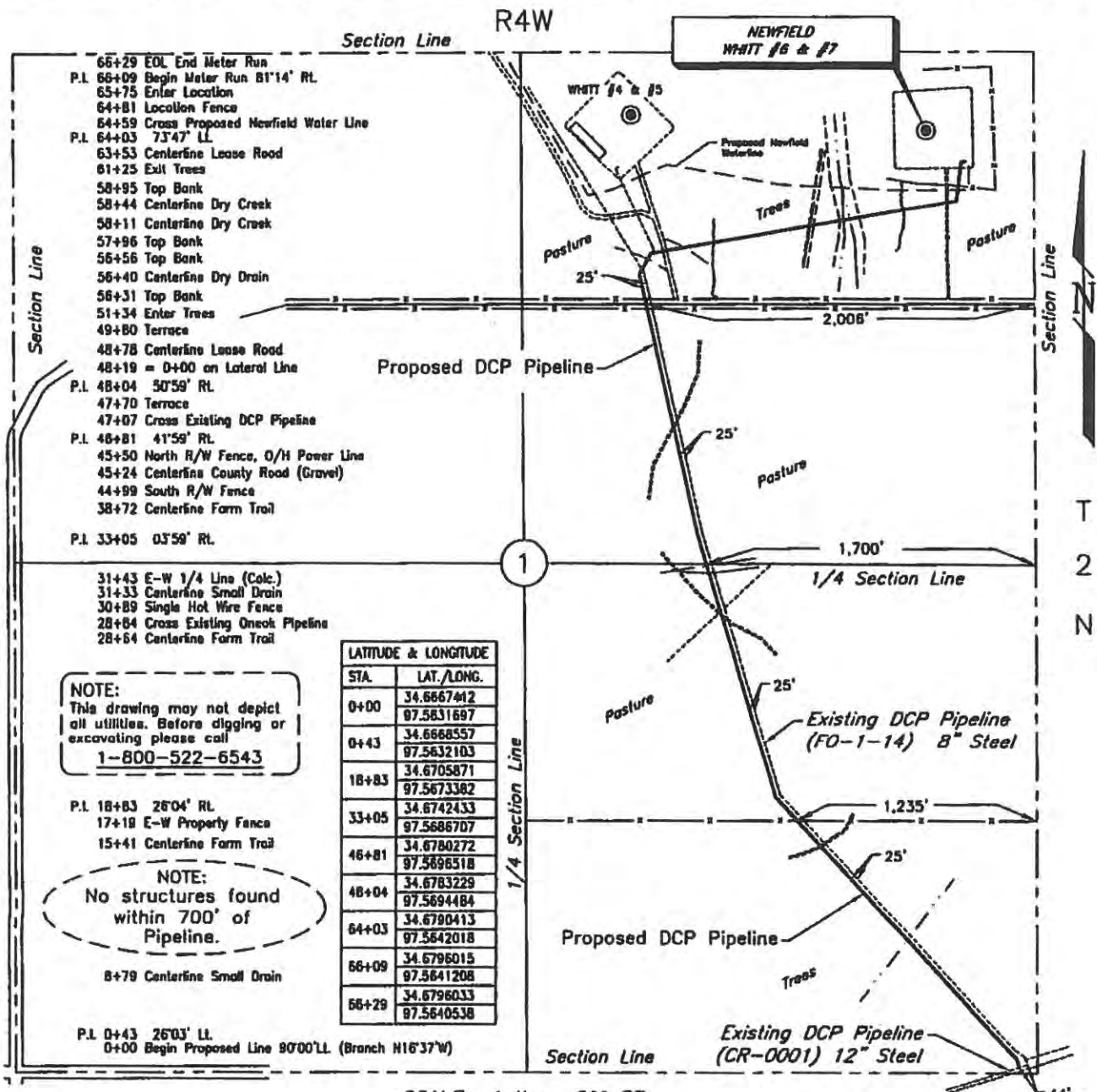
Notary Public, State of _____

AFTER RECORDING RETURN TO:

DCP Midstream, LP
3201 Quail Springs Parkway, Suite 100
Oklahoma City, OK 73134

0001115

Nature of Work PRELIMINARY SURVEY Date 3/3/15 Line No. NEW
 Asset SOUTHERN OKLAHOMA System SOK Sub System FOX Afe No. 500214350
 Sec. 1 Twp. 2N Range 4W Co. STEPHENS State OK RC No. L282 Sheet No. 1 OF 1



SCALE: 1" = 800 FT

Remarks

Tract #1 S/2 SE/4 SEC. 1 - JOE PARKS

1,719 FEET OR 104.18 RODS

Tract #2 N/2 SE/4 & SW/4 NE/4 SEC. 1 - BILL WHITT

2,805 FEET OR 170.00 RODS

Tract #4 N/2 NE/4 & SE/4 NE/4 & E/2 NE/4 NW/4 SEC. 1 - BILL WHITT

2,105 FEET OR 127.58 RODS

Signed

Group or Corporate Staff Const. & Maint.



6	5	4	3	2	1
7	8	9	10	11	12
EXHIBIT A					
30	29	28	27	26	25
31	32	33	34	35	36

#25

58

000116

I-2015-914046 Book 4937 Pg 116
04/07/2015 11 28 am Pg 0116-0121
Fee \$ 23 00 Doc: \$ 0 00
Cindy Kaiser - Stephens County Clerk
State of Oklahoma

6

AFTER RECORDING RETURN TO:

File: Whitt, Bill et al
Project: Whitt 2,3,4,5,6,7-25X

2

DCP Midstream, LP
3201 Quail Springs Parkway, Suite 100
Oklahoma City, OK 73134



EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF STEPHENS

§

THAT as of 3/10, 2015, the undersigned ("Grantor," whether one or more), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid to **Bill Whitt and Jim Whitt by DCP MIDSTREAM, LP**, a Delaware limited partnership with an address at 3201 Quail Springs Parkway, Suite 100, Oklahoma City, Oklahoma 73134 ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee a right-of-way and easement fifty feet (50') in width ("Easement") as more fully described below and depicted on **EXHIBITS "A"** (which is/are attached and incorporated by reference), and affixed as finally constructed, for the purpose of laying, constructing, maintaining, operating, repairing, replacing, protecting, altering and removing pipeline, including cathodic protection, above-ground appurtenances, and any and all other devices, equipment, and structures from time to time deemed by Grantee to be necessary or appropriate in connection with the use and prudent operation of the pipeline for the gathering or transportation of hydrocarbons and any liquids and natural gas that can be transported through a pipeline across the following described lands in **STEPHENS COUNTY, OKLAHOMA:**

4

N/2 NE/4 of Section 1, T2N, R4W

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together, with the right of ingress to and egress from the right-of-way across the adjacent property of Grantor. The parties further agree as follows:

1. In the exercise of its rights hereunder, Grantee shall: (a) bury pipeline at least 48 inches or to rock whichever is the lesser depth; (b) restore the ground surface as nearly as practicable to the original contour that existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as reasonably required by Grantor; (d) install an H-frame brace before cutting any fences; (e) reseed right of way with a Bermuda and native grass mix and will reseed with Bermuda in May 2015 if needed to establish grass on right of way; (f) burn and/or bury downed timber; and (g) all roadways to be crossed by boring.

CONTINUED

000117

AFE# 500214350

2. Grantor shall have the right to use and enjoy the surface of the right-of-way for agricultural pasturage and other similar purposes that will not interfere with the use of the right-of-way by the Grantee for any of the purposes granted above; no building, structure, improvement, or obstruction, other than ordinary and usual fences, shall be placed within or upon the right-of-way, and there shall be no alteration of the ground surface or grade of the right-of-way without the express written consent of Grantee, and, to the extent that written consent has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so. After the pipeline has been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights hereunder; however, Grantee shall be liable for any identifiable damages to crops and pasture grasses incurred during Grantee's exercise of its continued rights under this Easement.

3. Should the pipeline laid hereunder be abandoned for a period of 24 consecutive months. The easement for said pipeline shall become null and void and revert to the surface owner without cost.

4. Grantee shall have the right, at its option, to install gates in fences crossing the pipeline right-of-way.

5. This instrument may be executed in multiple counterparts, which together shall constitute one and the same instrument.

6. This grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under the lands, but is a grant solely of the Easement granted herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations or covenants, either of record or evidenced by improvements upon the ground to the extent they are in force.

7. All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee, and Grantee shall have the right to remove any or all of its property from the Easement.

8. During construction and/or maintenance of the pipeline, Grantee shall be allowed to use additional workspace along and adjacent to the proposed Easement, being an extra Forty Five feet (45') in width adjacent to the permanent Easement right-of-way area described above. Grantee shall also be entitled to use Grantor's adjacent additional lands ("Additional Lands") as reasonably necessary at road, creek, and railroad crossings for construction purposes. This right for Additional Lands will terminate upon completion of initial construction of the pipeline.

CONTINUED

000118

AFE# 500214350

9. The initial consideration recited above is also full, complete, and final payment for and includes usual and necessary construction damages that may be sustained by original construction of the pipeline within the Easement area, including without limitation, reseeding, cutting trees, and damages to the surface, fences and any other property owned by Grantor.

10. The rights of Grantee may be assigned in whole or in part.

11. All persons entering upon the pipeline Easement and right-of-way strip under this grant shall confine themselves to the operations and purposes contemplated herein, and no hunting or fishing shall be permitted by Grantee, its employees, agents, or contractors.

12. This grant states the entire agreement between the parties regarding its subject matter, and no representations or statements, verbal or written, have been made that would modify, add to, or change the terms of this Easement. This Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

13. The rights herein granted are for one (1) pipeline only.

14. Right of way will be double ditched and no construction requiring heavy equipment will be used during wet and muddy weather conditions.

15. Grantee will take necessary measures to control soil erosion on right of way.

16. The Grantor represents that the above described land is rented for the period beginning _____ to _____, _____ on _____ basis to N/A.

EXECUTED AND EFFECTIVE as of the date first stated above.

GRANTOR(S):

Bill Whitt
Bill Whitt

Jim Whitt
Jim Whitt

000119

AFE# 500214350

STATE OF OKLAHOMA

§
§
§

COUNTY OF Stephens

This instrument was acknowledged before me on the 10th day of MARCH, 2015,
by BILL WHITT



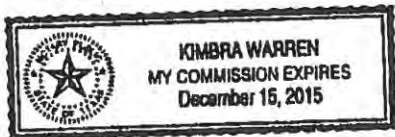
C. O. Hankins
Notary Public, State of OKLAHOMA

STATE OF Texas

§
§
§

COUNTY OF Smith

This instrument was acknowledged before me on the 16 day of March, 2015,
by Jim Whitt



Kimbra Warren
Notary Public, State of Texas

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2015,
by _____.

Notary Public, State of _____

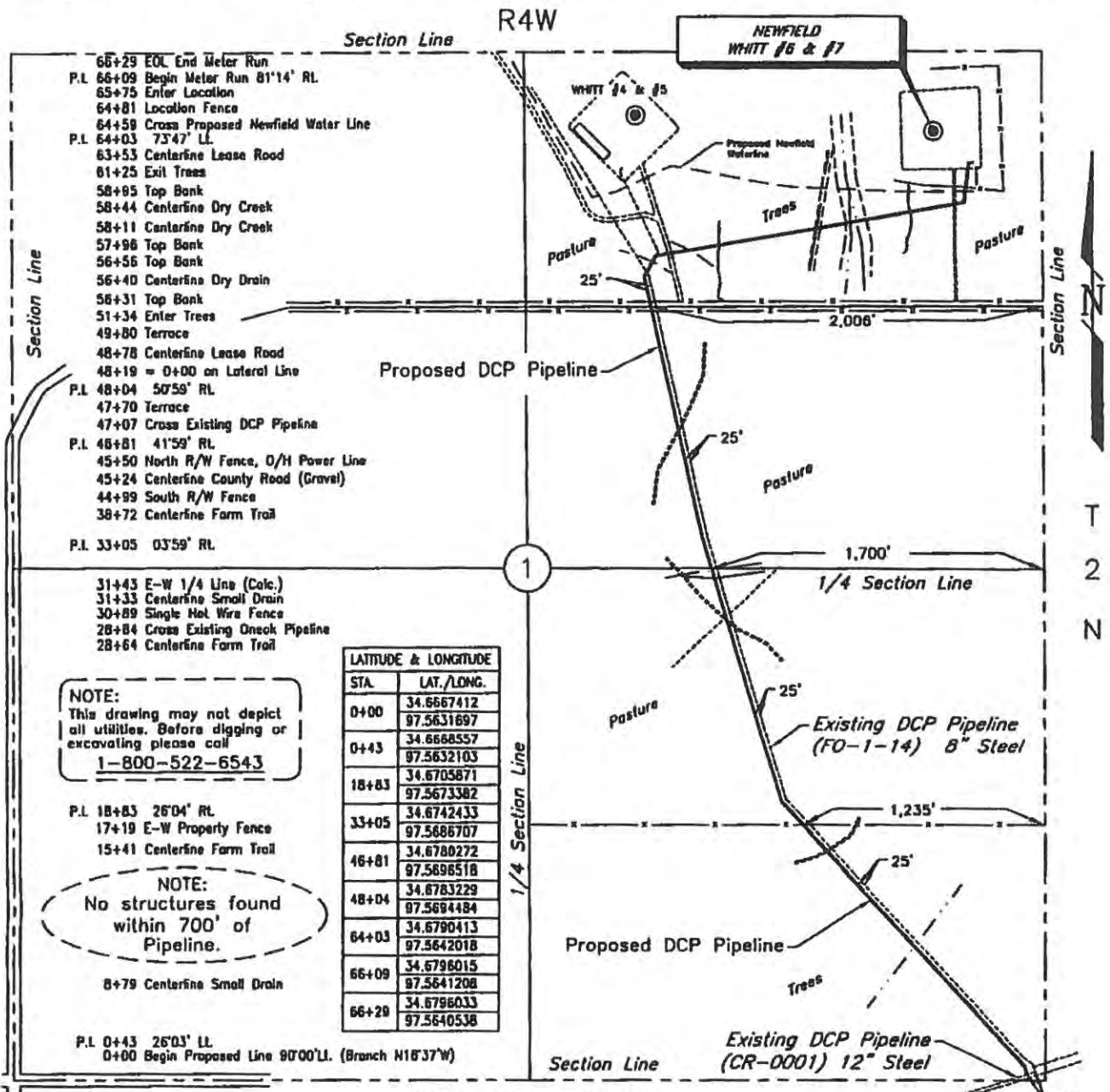
AFTER RECORDING RETURN TO:

DCP Midstream, LP
3201 Quail Springs Parkway, Suite 100
Oklahoma City, OK 73134

CONTINUED

000120

Nature of Work PRELIMINARY SURVEY Date 3/3/15 Line No. NEW
 Asset SOUTHERN OKLAHOMA System SOK Sub System FOX Afe No. 500214350
 Sec. 1 Twp. 2N Range 4W Co. STEPHENS State OK RC No. L282 Sheet No. 1 OF 1



NOTE:
 This drawing may not depict all utilities. Before digging or excavating please call
 1-800-522-6543

P.L. 18+83 26°04' RL
 17+19 E-W Property Fence
 15+41 Centerline Farm Trail

NOTE:
 No structures found within 700' of Pipeline.

8+79 Centerline Small Drain

P.L. 0+43 26°03' LL
 0+00 Begin Proposed Line 90°00'LL. (Branch N18°37'W)

LATITUDE & LONGITUDE	
STA.	LAT./LONG.
0+00	34.6667412
	97.5631897
0+43	34.6668557
	97.5632103
18+83	34.6705871
	97.5673382
33+05	34.6742433
	97.5686707
46+81	34.6780272
	97.5698518
48+04	34.6783229
	97.5694484
64+03	34.6790413
	97.5642018
66+09	34.6796015
	97.5641208
66+29	34.6796033
	97.5640538

SCALE 1" = 800 FT

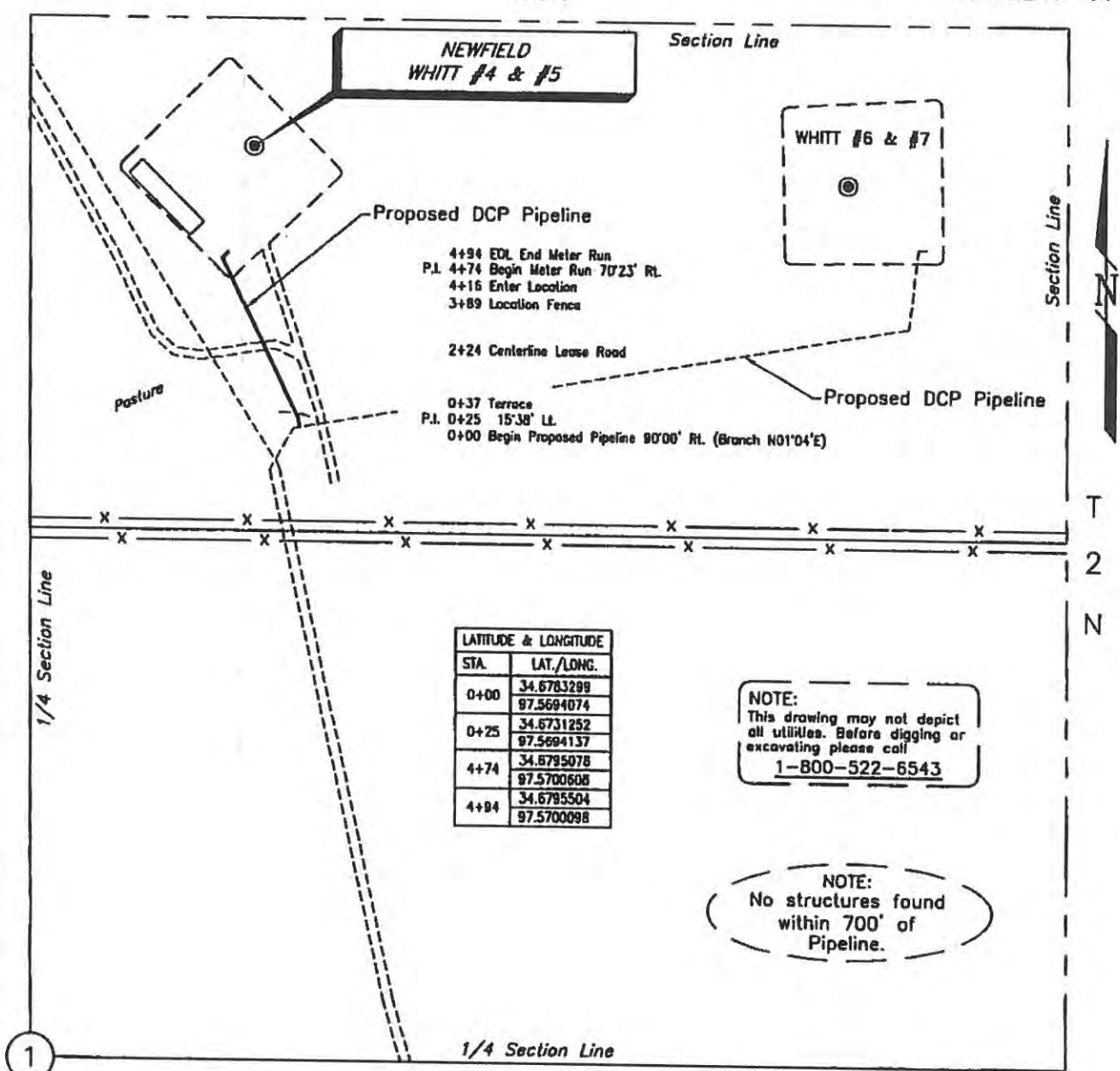
Remarks	6	5	4	3	2	1
Tract #1 S/2 SE/4 SEC. 1 - JOE PARKS	7	8	9	10	11	12
1,719 FEET OR 104.18 RODS						
Tract #2 N/2 SE/4 & SW/4 NE/4 SEC. 1 - BILL WHITT						
2,805 FEET OR 170.00 RODS						
Tract #4 N/2 NE/4 & SE/4 NE/4 & E/2 NE/4 NW/4 SEC. 1 - BILL WHITT	30	29	28	27	26	25
2,105 FEET OR 127.58 RODS	31	32	33	34	35	36
Signed	Group or Corporate Staff <u>Const. & Maint.</u>					



CONTINUED

000121

Nature of Work PRELIMINARY SURVEY Date 3/3/15 Line No. NEW
 Asset SOUTHERN OKLAHOMA System SOK Sub System FOX Afe No. 500214350
NE/4 Sec. 1 Twp. 2N Range 4W Co. STEPHENS State OK RC No. L282 Sheet No. 1 OF 1
 R4W EXHIBIT 'A'



SCALE : 1" = 400 FT

Remarks N/2 NE/4 SEC. 1 - BILL WHITT
494 FEET OR 29.94 RODS

Signed _____ Group or Corporate Staff Const. & Maint.

6	5	4	3	2	1
7	8	9	10	11	12
EXHIBIT A					
30	29	28	27	26	25
31	32	33	34	35	36

#26

000013 ✓

RIGHT OF WAY AGREEMENT



STATE OF OKLAHOMA }
 }
COUNTY OF STEPHENS }

I-2016-930007 Book 5073 Pg: 13
01/04/2016 11 37 am Pg 0013-0018
Fee: \$ 23 00 Doc: \$ 0 00
Gindy Kaiser - Stephens County Clerk
State of Oklahoma

For and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Jim Whitt aka Jimmy Ray Whitt, of 1702 W. Duval, Troup, TX 75789 and Bill Whitt aka Billy Lee Whitt, of 420 Jean Ave., Lindsay, OK 73052**, hereinafter called "GRANTOR", does hereby GRANT, BARGAIN, SELL AND CONVEY to **NEWFIELD EXPLORATION MID-CONTINENT INC.** of One Williams Center, Suite 1900, Tulsa, OK 74172, its successors and assigns, hereinafter called "GRANTEE", a permanent, exclusive two (2) pipelines right of way and easement along a route, the location of which has been agreed to by the parties herein, for the purposes of transporting water and/or saltwater, conducting operations related thereto, and accessing adjacent rights of ways and easements granted by GRANTOR, together with the right of ingress and egress, the right to remove trees and vegetation, the right to construct, maintain, operate, repair, alter, replace, change the size of, and remove pipelines and appurtenant facilities which include above and below ground valves, risers, headers, meters, wireleads and associated electric lines, cathodic protection equipment and markers across, under and upon the lands of GRANTOR in the County of Stephens, State of Oklahoma, to Wit:

Lots 1 and 2; the East 19.98 acres of Lot 3; of Section 1, Township 2 North, Range 4 West, Stephens County, Oklahoma, more particularly reflected on the plat attached hereto as Exhibit "A".

Said easement and right-of-way shall be for two (2) pipelines and shall be seventy-five (75) feet wide during construction reverting to a permanent width of fifty (50) feet. 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 or such other places requiring extra working space. GRANTEE shall also have the right, from time to time, to use any additional working space adjacent to said easement and right of way which may be reasonably required for maintenance, repair, or replacement of the pipelines and appurtenant facilities, for only so long as is necessary to complete such maintenance, repair, or replacement. GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, the right of ingress to and egress over and across said lands, to and from said right of way and easement, the right to use all roads over and across lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipelines. The parties agree that should GRANTEE be required to cut any fences or cause damage to any roads on the above referenced lands that the GRANTEE shall reasonably attempt to restore said fences or roads to their original condition, subject to ordinary wear and tear. Said easement and right-of-way and the rights and privileges granted hereunder are each freely divisible, transferable and assignable by GRANTEE, in whole or in part, together with full rights of ingress and egress thereupon and thereto, and may vest in one or more persons, firms or corporations, jointly or separately.

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

The consideration paid by GRANTEE to GRANTOR includes all damages to GRANTOR's lands, including any diminution in market value, if any, associated with the pipelines' construction and installation and GRANTEE's use of said easement and right-of-way and the other rights granted hereunder, and GRANTOR hereby acknowledges receipt and sufficiency of such payment as full and complete settlement, satisfaction, payment, release and discharge for any and all present or future loss, damage, or injury to property arising out of such pipelines' construction and installation and such use of said easement and right-of-way and the other rights granted hereunder; provided, however, GRANTEE agrees to bury all pipe to a reasonably sufficient depth based on soil conditions and terrain and to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above described right of way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Provided that GRANTOR does not interfere, encroach, obstruct, or encumber the rights of GRANTEE herein, GRANTOR retains the right to fully use and enjoy said premises. It is also understood and agreed that GRANTOR will not change the grade over said pipelines and agrees not to construct any

Mac Og Inc. 101 S. 2nd St Ste A. McAlester OK 74501

CONTINUED

000014

building or other structures over or within the easement of said pipelines, including the planting of trees, and not take or permit any other action that will damage, destroy, injure, and/or interfere with GRANTEE's use of said easement and right-of-way and the other rights granted hereunder.

GRANTEE shall hold GRANTOR harmless from, and indemnify GRANTOR, its successors and assigns, against, damages (including, without limitation, reasonable attorney's fees) to the extent caused by any of GRANTEE's operations hereunder. Provided however, the foregoing indemnity shall not apply to any costs, expenses, losses or liabilities caused by the negligence or misconduct of GRANTOR, its heirs, successors or assigns. Notwithstanding anything to the contrary contained herein, the parties agree that in no event shall either party be liable for special, exemplary, consequential, punitive or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

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.

The parties hereto recognize, and GRANTOR agrees, that GRANTEE may exercise its rights and obligations under this agreement through its own personnel, or through affiliates, contractors, subcontractors, agents, and other representatives, including the agents, officers, representatives and employees of any of the foregoing.

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 stating the specific violation of such covenant alleged by GRANTOR. Upon receipt of such notice, GRANTEE shall have ninety (90) days to correct or resolve such alleged violation or to commence curing such violation if the time required to cure would reasonably exceed ninety (90) days.

Notwithstanding anything to the contrary contained herein, it is understood and agreed between the parties hereto, that the execution of this agreement by the parties does not waive or alter any rights GRANTEE, or its successors and assigns, holds and owns by virtue of any oil, gas and mineral leases, unitization agreements, surface agreements, and other agreements, recorded or unrecorded; said oil, gas and mineral leases, unitization agreements, surface agreements and other agreements remain in full force and effect.

All provisions hereof are appurtenant to, and are covenants running with and burdening the above described lands, and are binding upon and inure to the benefit of the successors, assigns, heirs, executors, administrators and other legal representatives of each of the parties to this agreement.

This agreement may be executed in multiple counterparts, all of which should be construed together as an original instrument to the same extent and with like effect as though all of the parties to this agreement had executed each counterpart.

Areas disturbed by construction shall be seeded and fertilized. All pushed timber shall be burned and/or buried, if practical.

When digging the ditch the topsoil shall be separated from the subsoil. When filling the ditch the subsoil shall be used first and then the topsoil shall be placed on top of the subsoil.

If GRANTEE fails to use or maintain said pipelines for a period of three (3) consecutive years, the right of way herein granted shall terminate and revert to the surface owner of record.

GRANTEE shall be responsible for any erosion which may occur as a result of GRANTEE's construction, operation, maintenance, repair or replacement of the pipelines and appurtenant facilities. GRANTEE shall repair erosion in a timely manner, weather permitting, after receipt of written notice from GRANTOR of any such problem.

GRANTEE agrees to use reasonable best efforts to avoid construction, maintenance or repairs when the ground is saturated with water from a recent weather event, provided the same will not unreasonably burden GRANTEE's oil and gas operations. However, if such operations have commenced prior to ground saturation from a weather event, GRANTEE may nonetheless continue such operations until 1) the operations are complete, or 2) the ground becomes saturated to the point operations can no longer continue safely or without excessive damage to the land. Notwithstanding anything herein to the contrary, in the event of a spill, leak or emergency situation GRANTEE shall take such action required to address and remedy the situation regardless of surface moisture conditions.

Payment for said right of way and easement shall be made prior to commencement of construction.

Executed this 25 day of MARCH, 2015.

CONTINUED

Jim Whitt
Jim Whitt aka Jimmy Ray Whitt

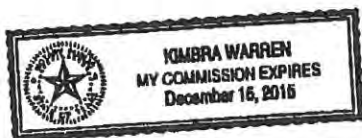
By: Justin Few
Justin Few, Agent

Bill Whitt
Bill Whitt aka Billy Lee Whitt

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Smith §

This agreement was acknowledged before me on this 25 day of March, 2015, by Jim Whitt aka Jimmy Ray Whitt.

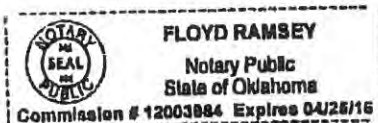


Kimbra Warren
Notary Public, State of Texas
My Commission Expires: December 15, 2015

STATE OF OKLAHOMA §
 §
COUNTY OF STEPHENS §

This agreement was acknowledged before me this 24 day of MARCH, 2015, by Bill Whitt aka Billy Lee Whitt.

Floyd Ramsey
Notary Public in and for the State of Oklahoma
My Commission Expires: _____

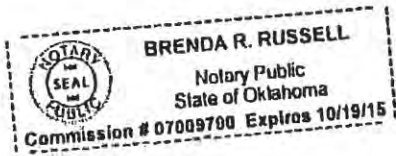


000016

STATE OF OKLAHOMA §
 §
COUNTY OF PITTSBURG §

This agreement was acknowledged before me this 28th day of March, 2015, by Justin Few, as Agent, on behalf of Newfield Exploration Mid-Continent Inc., a Delaware corporation.

Brenda R. Russell
Notary Public in and for the State of Oklahoma



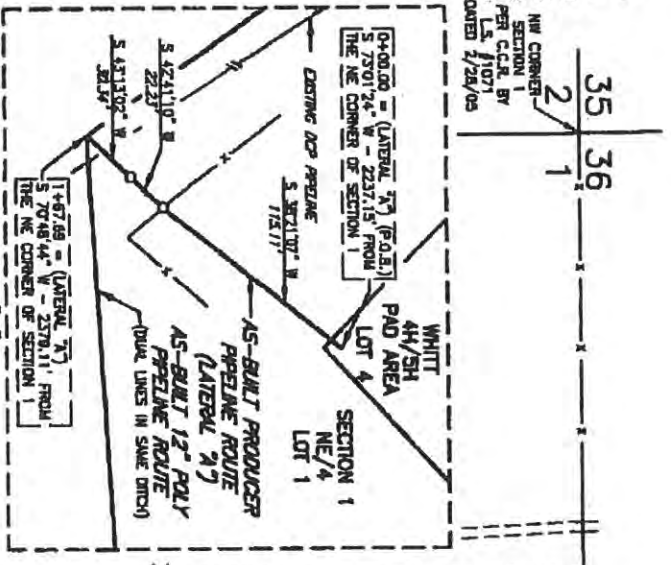
My Commission Expires: _____

1 of 2

T 2 N - R 4 W

(INDIAN MERIDIAN)

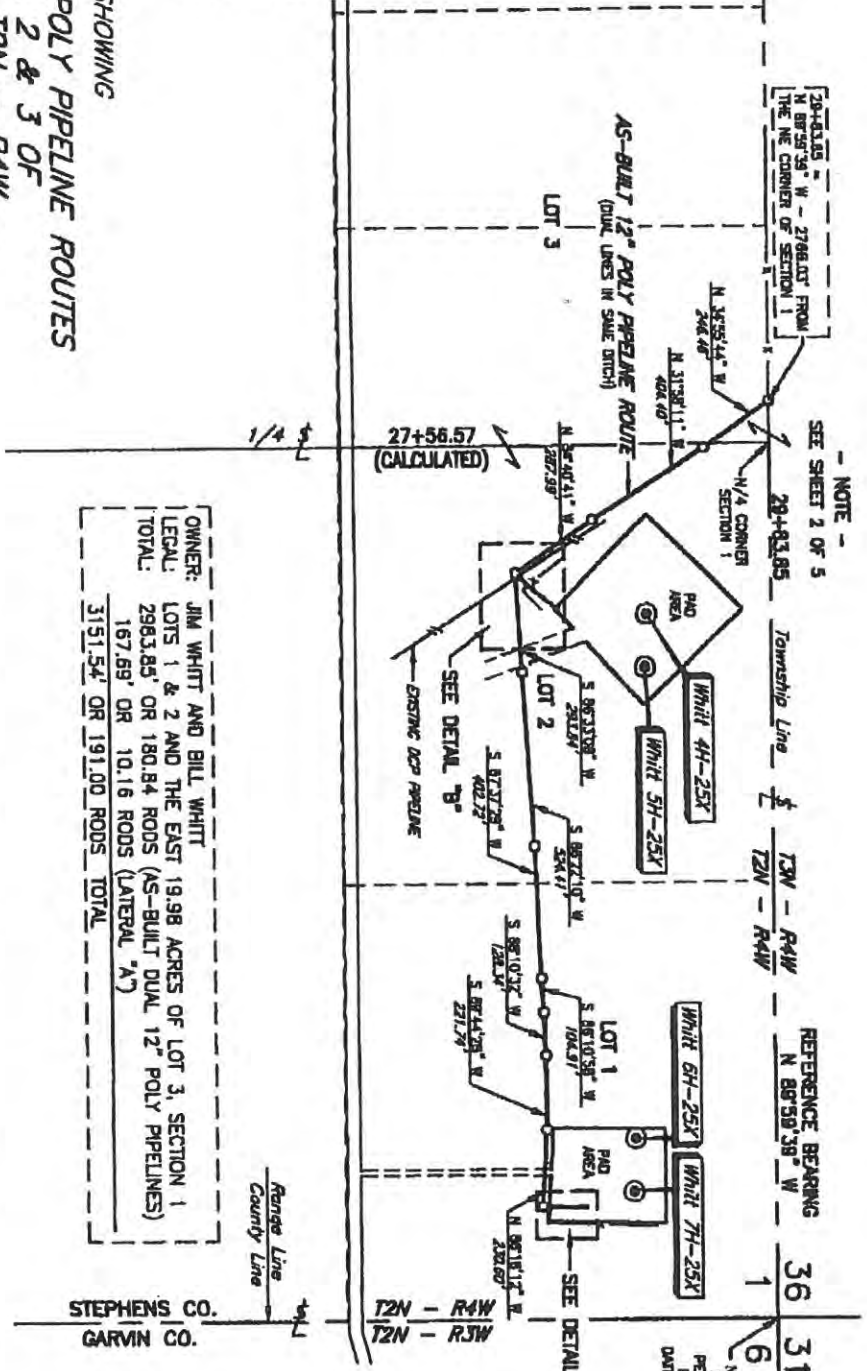
000017
 NW CORNER SECTION 1 PER C.C.R. BY L.S. #1071 DATED 1/28/09



AS-BUILT DUAL 12" POLY PIPELINE ROUTES
 IN LOTS 1, 2 & 3 OF
 SECTION 1, T2N - R4W
 STEPHENS COUNTY, OKLAHOMA

PLAT SHOWING
 No Scale

W/4 CORNER SECTION 1 PER C.C.R. BY L.S. #1071 DATED 10/23/09



- NOTE -
 SEE SHEET 2 OF 5

OWNER: JIM WHITT AND BILL WHITT
 LEGAL: LOTS 1 & 2 AND THE EAST 19.98 ACRES OF LOT 3, SECTION 1
 TOTAL: 2963.85' OR 180.84 RODS (AS-BUILT DUAL 12" POLY PIPELINES)
 167.69' OR 10.16 RODS (LATERAL "A")
 3151.54' OR 191.00 RODS TOTAL



NO.	REVISION	DATE	BY

SURVEY BY: JW 7-27-15
 DRAWN BY: RKM
 APPROVED BY: TH

This plot was prepared exclusively for
NEWFIELD EXPLORATION MID-CONTINENT, INC.
 SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
 6709 N. Casson, Okla. City, OK 73118 (405) 843-4947
 Certificate of Authorization No. 1283 LS

SCALE:	NO SCALE
DATE:	8-19-15
INVOICE NO.:	247819
FILE NO.:	G2115B1.DWG
DWG. NO.:	114033-G2-115-B1
SHEET:	1 OF 5

000018

262

CENTERLINE DESCRIPTION: (AS-BUILT DUAL 12" POLY PIPELINE ROUTE IN LOTS 1 & 2 AND THE EAST 19.98 ACRES OF LOT 3, SECTION 1)

AN AS-BUILT DUAL 12" POLY PIPELINE ROUTE LYING IN LOTS 1 AND 2 AND THE EAST 19.98 ACRES OF LOT 3 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 4 WEST, STEPHENS COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) at a point South 30°26'46" West a distance of 675.10 feet from the Northeast Corner of said Section 1;

THENCE South 23°26'29" West a distance of 10.95 feet; THENCE South 26°18'35" East a distance of 6.50 feet; THENCE South 05°55'02" East a distance of 8.97 feet; THENCE South 00°58'15" East a distance of 24.85 feet; THENCE South 04°04'00" West a distance of 14.30 feet; THENCE South 03°15'03" West a distance of 28.34 feet; THENCE South 02°20'24" West a distance of 40.04 feet; THENCE North 86°18'12" West a distance of 230.60 feet; THENCE South 89°44'28" West a distance of 221.74 feet; THENCE South 88°10'32" West a distance of 128.34 feet; THENCE South 86°10'58" West a distance of 104.91 feet; THENCE South 87°37'29" West a distance of 402.72 feet; THENCE South 86°22'10" West a distance of 524.41 feet; THENCE South 86°33'08" West a distance of 293.84 feet; THENCE North 34°40'41" West a distance of 287.99 feet; THENCE North 31°58'40" West a distance of 404.40 feet; THENCE North 34°55'44" West a distance of 246.46 feet to and ending at a point North 89°59'39" West a distance of 2766.03 feet from the Northeast Corner of said Section 1.

TOGETHER WITH: (LATERAL "A")

AN AS-BUILT PIPELINE ROUTE LYING IN LOT 2 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, STEPHENS COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

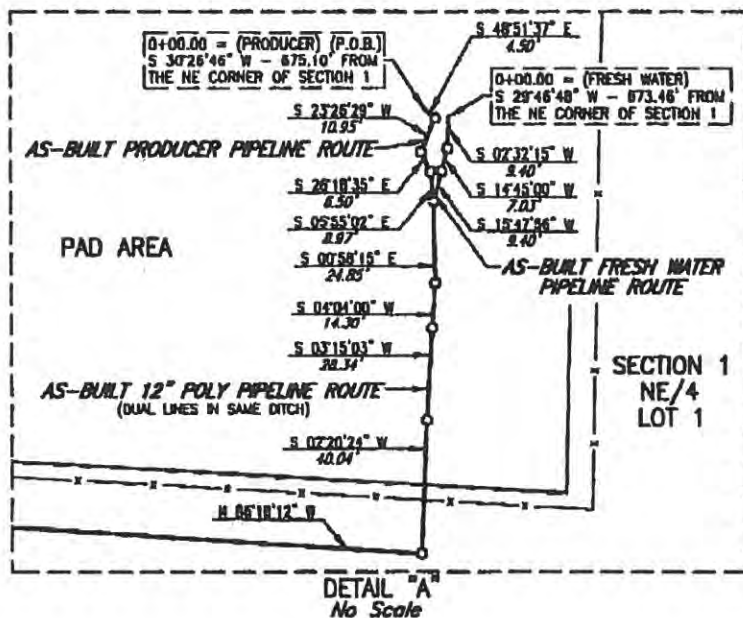
BEGINNING (P.O.B.) at a point South 73°01'24" West a distance of 2237.15 feet from the Northeast Corner of said Section 1;

THENCE South 38°21'07" West a distance of 115.11 feet; THENCE South 42°41'10" West a distance of 22.23 feet; THENCE South 43°13'02" West a distance of 30.34 feet to and ending at a point South 70°48'44" West a distance of 2379.11 feet from the Northeast Corner of said Section 1.

The Basis of Bearing for this description is Grid, NAD-27, Oklahoma South Zone, U.S. Feet.

The reference bearing is the north line of the NE/4 of Section 1, Township 2 North, Range 4 West of the Indian Meridian, being North 89°59'39" West as shown on Sheet 1 of 5 attached hereto and made a part thereof.

This description was prepared on August 21, 2015 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.



SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plot of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Thomas L. Howell
 Thomas L. Howell, P.L.S. No. 1433



				This plot was prepared exclusively for NEWFIELD EXPLORATION MID-CONTINENT, INC.		SCALE: NO SCALE
				and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma		DATE: 8-19-15
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classen, Okla. City, OK. 73118 (103) 843-4847 Certificate of Authorization No. 1293 LS		INVOICE NO.: 247819
SURVEY BY: JW		7-27-15				FILE NO.: G2115B1A.DWG
DRAWN BY: RKM						DWG. NO.: 114033-G2-115-B1A
APPROVED BY: TH						SHEET 1A OF 5

#27
4

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UZE

RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA }
 }
COUNTY OF STEPHENS }

1-2016-930010 Book 5073 Pg: 28
01/04/2016 11:38 am Pg 0028-0031
Fee: \$ 19.00 Doc: \$ 0.00
Cindy Kaiser - Stephens County Clerk
State of Oklahoma



For and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Jim Whitt aka Jimmy Ray Whitt, of 1702 W. Duval, Troup, TX 75789**, hereinafter called "GRANTOR", does hereby GRANT, BARGAIN, SELL AND CONVEY to **NEWFIELD EXPLORATION MID-CONTINENT INC.** of One Williams Center, Suite 1900, Tulsa, OK 74172, its successors and assigns, hereinafter called "GRANTEE", a permanent, exclusive two (2) pipelines right of way and easement along a route, the location of which has been agreed to by the parties herein, for the purposes of transporting water and/or saltwater, conducting operations related thereto, and accessing adjacent rights of ways and easements granted by GRANTOR, together with the right of ingress and egress, the right to remove trees and vegetation, the right to construct, maintain, operate, repair, alter, replace, change the size of, and remove pipelines and appurtenant facilities which include above and below ground valves, risers, headers, meters, wireleads and associated electric lines, cathodic protection equipment and markers across, under and upon the lands of GRANTOR in the County of Stephens, State of Oklahoma, to Wit:

N/2 NW/4 NW/4; of Section 1, Township 2 North, Range 4 West, Stephens County, Oklahoma, more particularly reflected on the plat attached hereto as Exhibit "A".

Return Original

Said easement and right-of-way shall be for two (2) pipelines and shall be seventy-five (75) feet wide during construction reverting to a permanent width of fifty (50) feet. 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 or such other places requiring extra working space. GRANTEE shall also have the right, from time to time, to use any additional working space adjacent to said easement and right of way which may be reasonably required for maintenance, repair, or replacement of the pipelines and appurtenant facilities, for only so long as is necessary to complete such maintenance, repair, or replacement. GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, the right of ingress to and egress over and across said lands, to and from said right of way and easement, the right to use all roads over and across lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipelines. The parties agree that should GRANTEE be required to cut any fences or cause damage to any roads on the above referenced lands that the GRANTEE shall reasonably attempt to restore said fences or roads to their original condition, subject to ordinary wear and tear. Said easement and right-of-way and the rights and privileges granted hereunder are each freely divisible, transferable and assignable by GRANTEE, in whole or in part, together with full rights of ingress and egress thereupon and thereto, and may vest in one or more persons, firms or corporations, jointly or separately.

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

The consideration paid by GRANTEE to GRANTOR includes all damages to GRANTOR's lands, including any diminution in market value, if any, associated with the pipelines' construction and installation and GRANTEE's use of said easement and right-of-way and the other rights granted hereunder, and GRANTOR hereby acknowledges receipt and sufficiency of such payment as full and complete settlement, satisfaction, payment, release and discharge for any and all present or future loss, damage, or injury to property arising out of such pipelines' construction and installation and such use of said easement and right-of-way and the other rights granted hereunder; provided, however, GRANTEE agrees to bury all pipe to a reasonably sufficient depth based on soil conditions and terrain and to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above described right of way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Provided that GRANTOR does not interfere, encroach, obstruct, or encumber the rights of GRANTEE herein, GRANTOR retains the right to fully use and enjoy said premises. It is also understood and agreed that GRANTOR will not change the grade over said pipelines and agrees not to construct any building or other structures over or within the easement of said pipelines, including the planting of trees, and not

000029

take or permit any other action that will damage, destroy, injure, and/or interfere with GRANTEE's use of said easement and right-of-way and the other rights granted hereunder.

GRANTEE shall hold GRANTOR harmless from and indemnify GRANTOR, its successors and assigns, against, damages (including, without limitation, reasonable attorney's fees) to the extent caused by any of GRANTEE's operations hereunder. Provided however, the foregoing indemnity shall not apply to any costs, expenses, losses or liabilities caused by the negligence or misconduct of GRANTOR, its heirs, successors or assigns. Notwithstanding anything to the contrary contained herein, the parties agree that in no event shall either party be liable for special, exemplary, consequential, punitive or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

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.

The parties hereto recognize, and GRANTOR agrees, that GRANTEE may exercise its rights and obligations under this agreement through its own personnel, or through affiliates, contractors, subcontractors, agents, and other representatives, including the agents, officers, representatives and employees of any of the foregoing.

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 stating the specific violation of such covenant alleged by GRANTOR. Upon receipt of such notice, GRANTEE shall have ninety (90) days to correct or resolve such alleged violation or to commence curing such violation if the time required to cure would reasonably exceed ninety (90) days.

Notwithstanding anything to the contrary contained herein, it is understood and agreed between the parties hereto, that the execution of this agreement by the parties does not waive or alter any rights GRANTEE, or its successors and assigns, holds and owns by virtue of any oil, gas and mineral leases, unitization agreements, surface agreements, and other agreements, recorded or unrecorded; said oil, gas and mineral leases, unitization agreements, surface agreements and other agreements remain in full force and effect.

All provisions hereof are appurtenant to, and are covenants running with and burdening the above described lands, and are binding upon and inure to the benefit of the successors, assigns, heirs, executors, administrators and other legal representatives of each of the parties to this agreement.

This agreement may be executed in multiple counterparts, all of which should be construed together as an original instrument to the same extent and with like effect as though all of the parties to this agreement had executed each counterpart.

Areas disturbed by construction shall be seeded and fertilized. All pushed timber shall be burned and/or buried, if practical.

When digging the ditch the topsoil shall be separated from the subsoil. When filling the ditch the subsoil shall be used first and then the topsoil shall be placed on top of the subsoil.

If GRANTEE fails to use or maintain said pipelines for a period of three (3) consecutive years, the right of way herein granted shall terminate and revert to the surface owner of record.

GRANTEE shall be responsible for any erosion which may occur as a result of GRANTEE's construction, operation, maintenance, repair or replacement of the pipelines and appurtenant facilities. GRANTEE shall repair erosion in a timely manner, weather permitting, after receipt of written notice from GRANTOR of any such problem.

GRANTEE agrees to use reasonable best efforts to avoid construction, maintenance or repairs when the ground is saturated with water from a recent weather event, provided the same will not unreasonably burden GRANTEE's oil and gas operations. However, if such operations have commenced prior to ground saturation from a weather event, GRANTEE may nonetheless continue such operations until 1) the operations are complete, or 2) the ground becomes saturated to the point operations can no longer continue safely or without excessive damage to the land. Notwithstanding anything herein to the contrary, in the event of a spill, leak or emergency situation GRANTEE shall take such action required to address and remedy the situation regardless of surface moisture conditions.

Payment for said right of way and easement shall be made prior to commencement of construction.

Executed this 24th day of March, 2015.

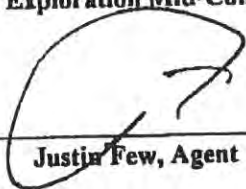
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000030

GRANTOR

GRANTEE
Newfield Exploration Mid-Continent Inc.


Jim Whitt aka Jimmy Ray Whitt

By: 
Justin Few, Agent

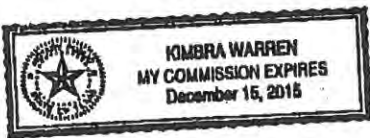
ACKNOWLEDGMENT

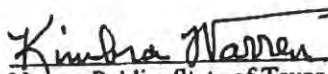
STATE OF TEXAS

§
§
§

COUNTY OF Smith

This agreement was acknowledged before me on this 25 day of March, 2015, by Jim Whitt aka Jimmy Ray Whitt.




Notary Public, State of Texas

My Commission Expires: December 15, 2015

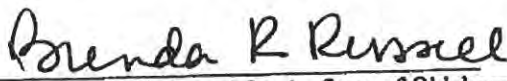
STATE OF OKLAHOMA

§
§
§

COUNTY OF PITTSBURG

This agreement was acknowledged before me this 28th day of March, 2015, by Justin Few, as Agent, on behalf of Newfield Exploration Mid-Continent Inc., a Delaware corporation.



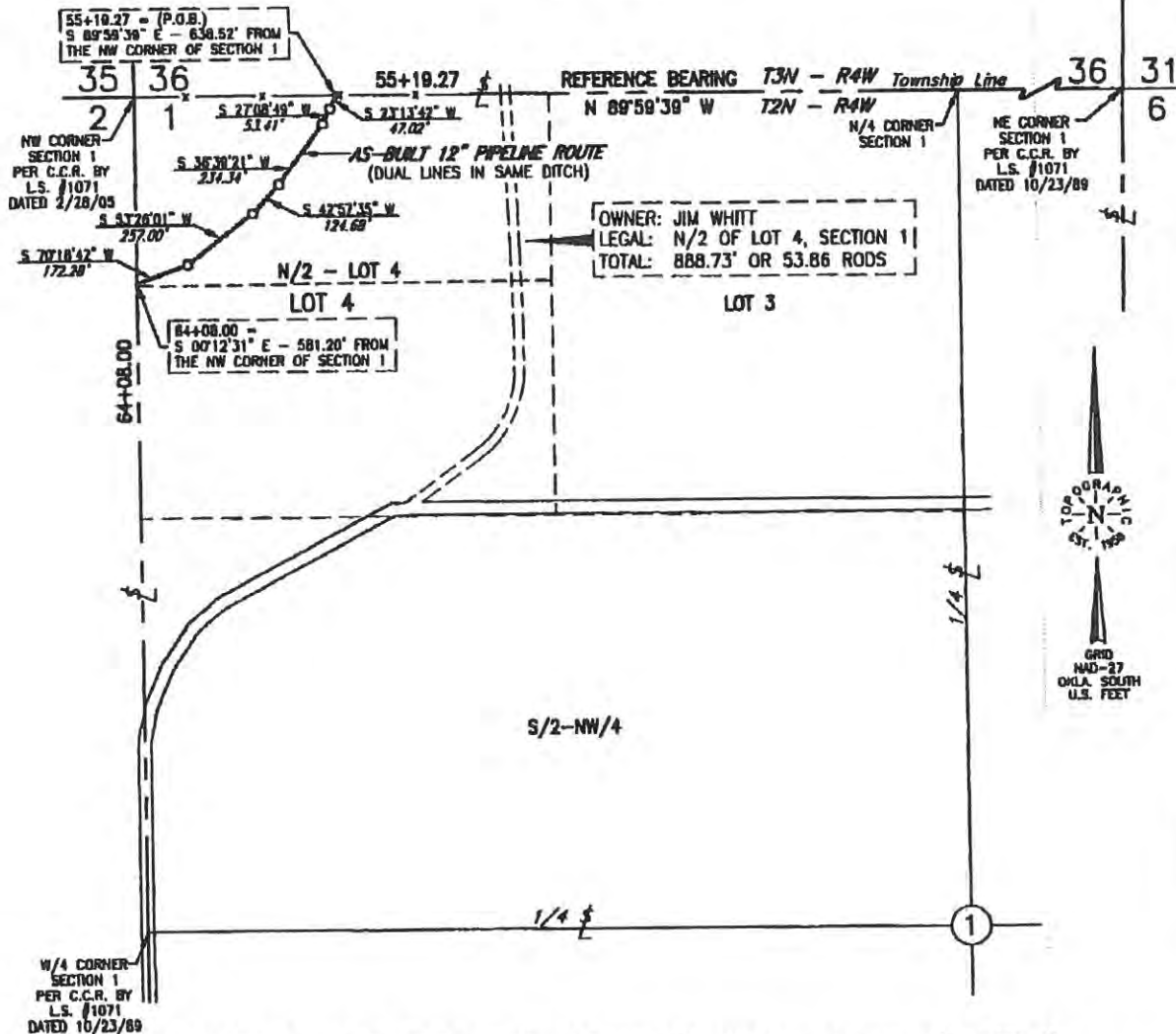

Notary Public in and for the State of Oklahoma

My Commission Expires: _____

CONTINUED

000031

T 2 N - R 4 W
(INDIAN MERIDIAN)



CENTERLINE DESCRIPTION: (AS-BUILT DUAL 12" PIPELINE ROUTE IN THE N/2-LOT 4)
 AN AS-BUILT DUAL 12" POLY PIPELINE ROUTE LYING IN THE NORTH HALF OF LOT FOUR (N/2-LOT 4) OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, STEPHENS COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING (P.O.B.) at a point South 89°59'39" East a distance of 638.52 feet from the Northwest Corner of said Section 1;
 THENCE South 23°13'42" West a distance of 47.02 feet; THENCE South 27°08'49" West a distance of 53.41 feet; THENCE South 36°39'21" West a distance of 234.34 feet; THENCE South 42°57'35" West a distance of 124.68 feet; THENCE South 53°26'01" West a distance of 257.00 feet; THENCE South 70°18'42" West a distance of 172.28 feet to and ending at a point South 00°12'31" East a distance of 581.20 feet from the Northwest Corner of said Section 1.

The Basis of Bearing for this description is Grid, NAD-27, Oklahoma South Zone, U.S. Feet.

The reference bearing is the north line of the NW/4 of Section 1, Township 2 North, Range 4 West of the Indian Meridian, being North 89°59'39" West as shown above hereto and made a part thereof.

This description was prepared on August 21, 2015 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Thomas L. Howell
 Thomas L. Howell, P.L.S. No. 1433



This plat was prepared exclusively for NEWFIELD EXPLORATION MID-CONTINENT, INC.				SCALE: NO SCALE
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.				DATE: 8-20-15
NO.	REVISION	DATE	BY	INVOICE NO.: 247819
SURVEY BY: JW 7-27-15				FILE NO.: G2115B3.DWG
DRAWN BY: RKM				DWG. NO.: 114033-G2-115-B3
APPROVED BY: TH				SHEET 3 OF 5

SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
 6709 N. Classen, Okla. City, OK 73116 (405) 843-4847
 Certificate of Authorization No. 1283 LS

#28

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RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA)
COUNTY OF STEPHENS)

1-2016-933766 Book 5117 Pg: 195
04/14/2016 11:53 am Pg 0195-0198
Fee: \$ 19 00 Doc: \$ 0 00
Jenny Moore - Stephens County Clerk
State of Oklahoma *COM*



For and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Jim Whitt aka Jimmy Ray Whitt, of 1702 W. Duval, Troup, TX 75789 and Bill Whitt aka Billy Lee Whitt, of 420 Jean Ave., Lindsay, OK 73052**, hereinafter called "GRANTOR", does hereby GRANT, BARGAIN, SELL AND CONVEY to **NEWFIELD EXPLORATION MID-CONTINENT INC.** of One Williams Center, Suite 1900, Tulsa, OK 74172, its successors and assigns, hereinafter called "GRANTEE", a permanent, exclusive pipeline right of way and easement along a route, the location of which has been agreed to by the parties herein, for the purposes of transporting water and other liquid or other by-products associated with oil and gas development, conducting operations related thereto, and accessing adjacent rights of ways and easements granted by GRANTOR, together with the right of ingress and egress, the right to remove trees and vegetation, the right to construct, maintain, operate, repair, alter, replace, and remove pipelines and appurtenant facilities which include above and below ground valves, risers, headers, meters, wireleads and associated electric lines, cathodic protection equipment and markers across, under and upon the lands of GRANTOR in the County of Stephens, State of Oklahoma, to Wit:

McAlester OL
14501
103 mac O + g inc 101 S. 2nd St Ste 4

Lots 1 and 2; the East 19.98 acres of Lot 3; of Section 1, Township 2 North, Range 4 West, Stephens County, Oklahoma, more particularly reflected on the plat attached hereto as Exhibit "A".

Said easement and right-of-way shall be for no more than two pipelines and shall be seventy-five (75) feet wide during construction reverting to a permanent width of fifty (50) feet. 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 or such other places requiring extra working space. GRANTEE shall also have the right, from time to time, to use any additional working space adjacent to said easement and right of way which may be reasonably required for maintenance, repair, or replacement of the pipelines and appurtenant facilities, for only so long as is necessary to complete such maintenance, repair, or replacement. GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, the right of ingress to and egress over and across said lands, to and from said right of way and easement, the right to use all roads over and across lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said pipelines. The parties agree that should GRANTEE be required to cut any fences or cause damage to any roads on the above referenced lands that the GRANTEE shall reasonably attempt to restore said fences or roads to their original condition, subject to ordinary wear and tear. Said easement and right-of-way and the rights and privileges granted hereunder are each freely divisible, transferable and assignable by GRANTEE, in whole or in part, together with full rights of ingress and egress thereupon and thereto, and may vest in one or more persons, firms or corporations, jointly or separately.

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

The consideration paid by GRANTEE to GRANTOR includes all damages to GRANTOR's lands, including any diminution in market value, if any, associated with the pipelines' construction and installation and GRANTEE's use of said easement and right-of-way and the other rights granted hereunder, and GRANTOR hereby acknowledges receipt and sufficiency of such payment as full and complete settlement, satisfaction, payment, release and discharge for any and all present or future loss, damage, or injury to property arising out of such pipelines' construction and installation and such use of said easement and right-of-way and the other rights granted hereunder; provided, however, GRANTEE agrees to bury all pipe to a reasonably sufficient depth based on soil conditions and terrain and to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above described right of way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Provided that GRANTOR does not interfere, encroach, obstruct, or encumber the rights of GRANTEE herein, GRANTOR retains the right to fully use and enjoy said premises. It is also understood and agreed that GRANTOR will not change the grade over said pipelines and agrees not to construct any building or other structures over or within the easement of said pipelines, including the planting of trees, and not take or permit any other action that will damage, destroy, injure, and/or interfere with GRANTEE's use of said easement and right-of-way and the other rights granted hereunder.

CONTINUED

GRANTEE shall hold GRANTOR harmless from, and indemnify GRANTOR, its successors and assigns, against, damages (including, without limitation, reasonable attorney's fees) to the extent caused by any of GRANTEE's operations hereunder. Provided however, the foregoing indemnity shall not apply to any costs, expenses, losses or liabilities caused by the negligence or misconduct of GRANTOR, its heirs, successors or assigns. Notwithstanding anything to the contrary contained herein, the parties agree that in no event shall either party be liable for special, exemplary, consequential, punitive or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

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.

The parties hereto recognize, and GRANTOR agrees, that GRANTEE may exercise its rights and obligations under this agreement through its own personnel, or through affiliates, contractors, subcontractors, agents, and other representatives, including the agents, officers, representatives and employees of any of the foregoing.

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 stating the specific violation of such covenant alleged by GRANTOR. Upon receipt of such notice, GRANTEE shall have thirty (30) days to correct or resolve such alleged violation or to commence curing such violation if the time required to cure would reasonably exceed thirty (30) days.

Notwithstanding anything to the contrary contained herein, it is understood and agreed between the parties hereto, that the execution of this agreement by the parties does not waive or alter any rights GRANTEE, or its successors and assigns, holds and owns by virtue of any oil, gas and mineral leases, unitization agreements, surface agreements, and other agreements, recorded or unrecorded; said oil, gas and mineral leases, unitization agreements, surface agreements and other agreements remain in full force and effect.

All provisions hereof are appurtenant to, and are covenants running with and burdening the above described lands, and are binding upon and inure to the benefit of the successors, assigns, heirs, executors, administrators and other legal representatives of each of the parties to this agreement.

This agreement may be executed in multiple counterparts, all of which should be construed together as an original instrument to the same extent and with like effect as though all of the parties to this agreement had executed each counterpart.

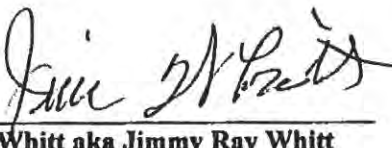
Areas disturbed by construction shall be seeded and fertilized. All pushed timber shall be burned and/or buried, if practical.

Payment for said right of way and easement shall be made prior to commencement of construction.

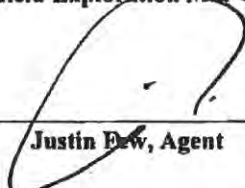
Executed this 19 day of February, 2016.

GRANTOR

GRANTEE
Newfield Exploration Mid-Continent Inc.



Jim Whitt aka Jimmy Ray Whitt

By: 

Justin Dew, Agent



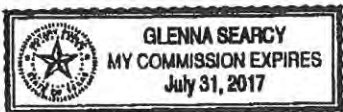
Bill Whitt aka Billy Lee Whitt

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Smith §

This agreement was acknowledged before me on this 19 day of Feb, 2016, by **Jim Whitt aka Jimmy Ray Whitt.**

Glenna Searcy
Notary Public, State of Texas



My Commission Expires: 07-31-17

STATE OF OKLAHOMA §
COUNTY OF STEPHENS §

This agreement was acknowledged before me this 18 day of February, 2016, by **Bill Whitt aka Billy Lee Whitt.**

Joey Bond
Notary Public in and for the State of Oklahoma

My Commission Expires: 4-1-18



STATE OF OKLAHOMA §
COUNTY OF PITTSBURG §

This agreement was acknowledged before me this 2nd day of February, 2016, by **Justin Few, as Agent, on behalf of Newfield Exploration Mid-Continent Inc., a Delaware corporation.**

Brenda R Russell
Notary Public in and for the State of Oklahoma

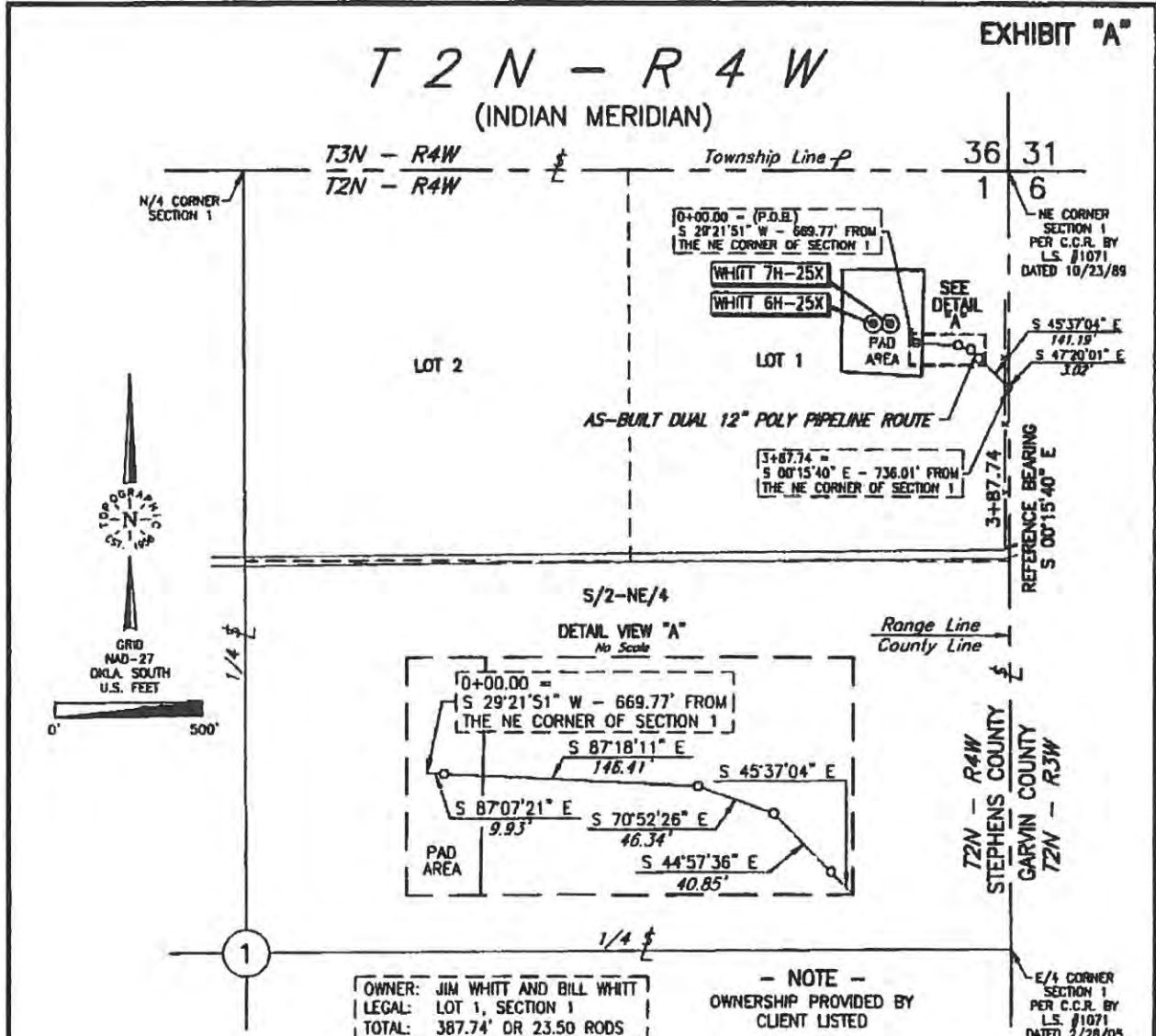


My Commission Expires: _____

000198

EXHIBIT "A"

T 2 N - R 4 W
(INDIAN MERIDIAN)



OWNER: JIM WHITT AND BILL WHITT
LEGAL: LOT 1, SECTION 1
TOTAL: 387.74' OR 23.50 RODS

- NOTE -
OWNERSHIP PROVIDED BY
CLIENT LISTED

CENTERLINE DESCRIPTION: (AS-BUILT DUAL 12" POLY PIPELINE ROUTE IN LOT 1)
AN AS-BUILT DUAL 12" POLY PIPELINE ROUTE LYING IN LOT 1 OF THE NORTHEAST QUARTER (NE/4) OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, STEPHENS COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING (P.O.B.) at a point South 29°21'51" West a distance of 669.77 feet from the Northeast Corner of said Section 1;
- THENCE South 87°07'21" East, a distance of 9.93 feet;
- THENCE South 87°18'11" East, a distance of 146.41 feet;
- THENCE South 70°52'26" East, a distance of 46.34 feet;
- THENCE South 44°57'36" East, a distance of 40.85 feet;
- THENCE South 45°37'04" East, a distance of 141.19 feet;
- THENCE South 47°20'01" East, a distance of 3.02 feet to and ending at a point South 00°15'40" East, a distance of 736.01 feet from the Northeast Corner of said Section 1.

The Basis of Bearing for this description is Grid, North American Datum 1927, Oklahoma South Zone, U.S. Feet.

The reference bearing is the east line of the NE/4 of Section 1, Township 2 North, Range 4 West being South 00°15'40" East as shown above attached hereto and made a part thereof.

This description was prepared on April 08, 2016 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Thomas L. Howell
Thomas L. Howell, P.L.S. No. 1433



				This plat was prepared exclusively for NEWFIELD EXPLORATION MID-CONTINENT, INC.		SCALE: 1" = 500'	
				and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma		DATE: 4-08-16	
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classen, Okla. City, OK 73118 (405) 843-4847 Certificate of Authorization No. 1293		INVOICE NO.: 258790	
SURVEY BY: JM 3-29-16						FILE: G2158B1.DWG	
DRAWN BY: JGW						DWG. NO.: 114033-C2-158-B1	
APPROVED BY: TH						SHEET 1 OF 2	

14
3

000292

#29 ✓

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

1-2016-941846 Book 5220 Pg 292
12/05/2016 9:20 am Pg 0292-0295 -
Fee \$ 19 00 Doc \$ 0 00
Jenny Moore - Stephens County Clerk
State of Oklahoma

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

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

**Lots 1 and 2; the East 19.98 acres of Lot 3; of Section 1,
Township 2 North, Range 4 West, Stephens County, Oklahoma,**



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

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

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

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

4

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

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

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

Dated this 11 day of JUNE, 2015

LANDOWNERS
Jim Whitt aka Jimmy Ray Whitt

[Signature]
Signature

Bill Whitt aka Billy Lee Whitt

[Signature]
Signature

Gina C Beam
REC Representative (Print Name/Title)

[Signature]
Signature

Work Order# 5184R45192

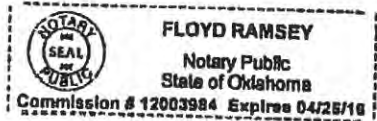
35-01-018
Map # 35-01-019
15-36-002

Date June 11, 2015

State of Oklahoma, County of: Stephens

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF GARVIN)



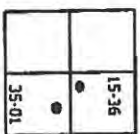
This instrument was acknowledged before me on the 11 day of JUNE, 2015 by Bill Whitt aka Billy Lee Whitt.

My Commission Expires 4-25-16

[Signature]
Notary Public

CONTINUED

SUBSTATION	O. P.
FEEDER	EAST
PHASE	ABC
LINE SECTION	
G.P.S.	



RURAL ELECTRIC COOPERATIVE, INC.

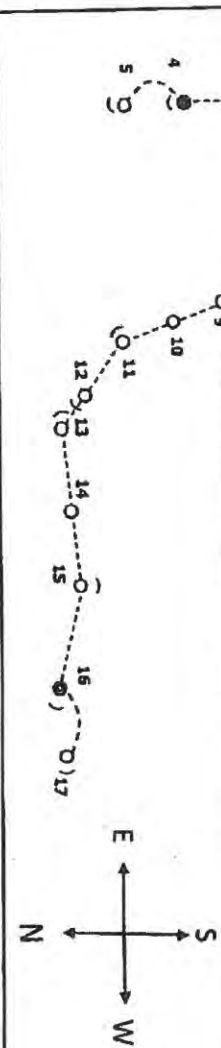
OKLAHOMA-20-GARVIN

STEPHENS & GARVIN COUNTY

TWP. 3N/2W R. 4W/4W SEC. 36 SW, 01 NE 1/4
 MAP REFERENCE 1. 15-36-002 35-01-018

WORK ORDER NO	5182
SHEET NO	1 OF 2
STAMPED BY	S. HENSON
DATE	12-MAY-2015
ACCOUNT NO.	

POLE NO.	PRI. SPAN	PRI. POLES	PRI. UNIT	R.W. CLEARING	LINE ANGLE	TRANS. °	G.R. °	KIND	GYL	UNIT	LEAD	ANCHOR	SECONDARY SPAN		SERVICE		WIRE NO.	WIRE SIZE	LOOP	METER SIZE	MISC. & REMARKS
													SPAN	UNIT	SPAN	UNIT					
X-1		40-3	VCL				12														
ADD			VCL/3VMS-9																		
1	58	35-3	VCL/3VMS-6				11														
2	55	35-3	VCB/ZVMS-5/VMS-2				12	1	1-3	30	1-3										
3	252	40-3	VCL/VCT/3VMS-9(SB)				12														
4	275	40-3	VCA				11	1	1-3	30	1-3										
5		30-3					11	1	1-3	15	1-3										
6	24	35-3	VCB/ZVMS-5/VMS-2				12	2	1-3	18	(21-3)	(SPRAYED GUY)									NEWFIELD
7	151	40-3	VCL(10' ARM LOWER 4')				12														WHITT 48.5-25X
8	179	45-3	VCA				12	1	1-3	27	1-3										MAP# 35-01-018
9	273	40-3	VCL(10' ARM LOWER 4')				12														
10	290	40-3	V1/3VMS-6				11														
11	260	40-3	VCA-1				12	1	1-3	25	1-3										
12	215	40-3	VCB/ZVMS-5/VMS-2				12	1	1-3	30	1-3										
13	61	40-3	ZVC/3VMS-5				12	1	1-3	30	1-3										
14	169	40-3	VCB/ZVMS-5/VMS-2				12														



POLE LINE	NO. OF WIRES	CONDUCTOR	WIRE FEET
PRIMARY LINE	4	ACSR	9048
PRIMARY LINE			0
COVERED			
UNDERBUILD			
SERVICE DROP	55	4/0 QUAD	55
NO. OF HUBBERS			

000294

STATE OF TEXAS)
) ss.
COUNTY OF Smith)

This instrument was acknowledged before me on the 11th day of June, 201~~4~~⁵ by Jim Whitt aka Jimmy Ray Whitt.

My Commission Expires 7-11-2016

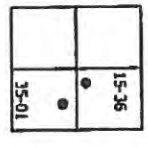
Melody Self
Notary Public



CONTINUED

000295

SUBSTATION O. P.
 FEEDER EAST
 PHASE ABC
 LINE SECTION



RURAL ELECTRIC COOPERATIVE, INC.

OKLAHOMA-20-GARVIN

STEPHENS & GARVIN COUNTY

TWP. 3N/2W R. 4W/4W SEC. 36 SW. 01 NE 1/4

MAP REFERENCE 1 15-36-002 35-01-018

WORK ORDER NO. 5182
 SHEET NO. 10 OF 2
 STAKED BY S. HENSON
 DATE 12-MAY-2015
 ACCOUNT NO.
 RUS REF. CODE
 WIRE SIZE METER

TAKE OFF POLE GPS
 34.677694
 .97.569265
 METER GPS OF 35-01-018
 34.67957825
 .97.5687806717
 METER GPS OF 15-36-002
 34.681553
 .97.574783

POLE NO.	PRL. SPAN	PRL. UNIT	R.W. CLEARING	LINE ANGLE	TRANS. °	G.R. °	KIND		ANCHOR	UNDER-BILL	SECONDARY		SERVICE		NO. OF WIRES	CONDUCTOR	WIRE	MISC. & REMARKS	
							GUY	ACSR			SPAN	UNIT	SPAN	UNIT					
15	290	40-3				12	1	1-3	24	1-3		1	10	46					
16	211	40-3			V3123-50	11	1	1-3	30	1-3		1	10	46					
17		30-3				11													



POLE LINE	NO. OF WIRES	CONDUCTOR	WIRE
PRIMARY LINE	501	#4 ACSR	2004
PRIMARY LINE			0
BARE			
COVERED			
UNDERBUILT			
SERVICE DROP	46	4/0 QUAD	46
NO. OF MEMBERS			

#30

✓

000001

AFTER RECORDING RETURN TO:

File: Whitt, Billy L etal

DCP Operating Company, LP
3201 quail Springs Parkway, Suite 100
Oklahoma City, OK 73134

Project: North Hays Infill Well:

I-2018-001196 Book 5432 Pg: 1
02/02/2018 10:33 am Pg 0001-0005
Fee \$ 21.00 Doc \$ 0.00
Jenny Moore - Stephens County Clerk
State of Oklahoma

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF STEPHENS



THAT as of 24th of JAN, 2018, the undersigned ("Grantor," whether one or more), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid to:

Billy Lee Whitt

by **DCP Operating Company, LP**, a Delaware limited partnership with an address at 3201 Quail Springs Parkway, Suite. 100, Oklahoma City, OK 73134 ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee a right-of-way and easement seventy-five feet (75') in width ("Easement") during pipeline construction, reverting to a thirty-three foot (33') wide permanent right of way as more fully described on EXHIBIT "A (which is/are attached and incorporated by reference), and affixed as finally constructed, for the purpose of laying, constructing, maintaining, operating, repairing, replacing, protecting, altering and removing pipeline ~~of pipelines~~, including cathodic protection, and any and all other devices, equipment, and structures from time to time deemed by Grantee to be necessary or appropriate in connection with the use and prudent operation of the pipeline for the gathering or transportation of hydrocarbons and any liquids that can be transported through a pipeline across the following described lands in Stephens COUNTY, OKLAHOMA:

S/2 NE/4 AND N/2 SE/4 OF SECTION 1, T2N, R4W

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together, with the right of ingress to and egress from the right-of-way across the adjacent property of Grantor. The parties further agree as follows:

1. In the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe at least 48 inches (b) restore the ground surface as nearly as practicable to the original contour that existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as reasonably required by Grantor; (d) install an F-frame brace before cutting any fences. (E) NO PIPELINE CONSTRUCTION DURING WET & MUDDY CONDITIONS

2. Grantor shall have the right to use and enjoy the surface of the right-of-way for agricultural pasturage and other similar purposes that will not interfere with the use of the right-of-way by the Grantee for any of the purposes granted above; no building, structure, improvement, or obstruction, other than ordinary and usual fences, shall be placed within or upon the right-of-way, and there shall be no alteration of the ground surface or grade of the right-of-way without the express written consent of Grantee, and, to the extent that written consent has not been given Grantee shall have the right to clear and keep cleared from within the right-of-

CONTINUED

000002

Boles
3. ~~Grantee shall have the right, at its option, to install gates in fences crossing the pipeline right-of-way.~~ *NA*

4. This grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under the lands, but is a grant solely of the Easement granted herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations or covenants, either of record or evidenced by improvements upon the ground to the extent they are in force.

5. All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee, and Grantee shall have the right to remove any or all of its property from the Easement.

6. During construction and/or maintenance of the pipeline, Grantee shall be allowed to use additional workspace along and adjacent to the proposed Easement, being an extra fifty feet (50') in width adjacent to the permanent Easement right-of-way area described above. Grantee shall also be entitled to use Grantor's adjacent additional lands ("Additional Lands") as reasonably necessary at road, creek, and railroad crossings for construction purposes. This right for Additional Lands will terminate upon completion of initial construction of the pipeline.

7. The initial consideration recited above is also full, complete, and final payment for and includes usual and necessary construction damages that may be sustained by original construction of the pipeline within the Easement area, including without limitation, reseeding, cutting trees, and damages to the surface, fences and any other property owned by Grantor.

8. The rights of Grantee may be assigned in whole or in part.

9. This grant states the entire agreement between the parties regarding its subject matter, and no representations or statements, verbal or written, have been made that would modify, add to, or change the terms of this Easement. This Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

10. The Grantor represents that the above described land is rented for the period beginning NA, to _____, on _____ basis to _____.

EXECUTED AND EFFECTIVE as of the date first stated above.

GRANTOR(S):

Billy Lee Whitt
Billy Lee Whitt

CONTINUED

000003

STATE OF _____

§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2018,
by _____.

Notary Public, State of _____

STATE OF OKLAHOMA

§

COUNTY OF STEPHENS

This instrument was acknowledged before me on the 24th day of JANUARY, 2018,
by BILLY LEE WHITT.

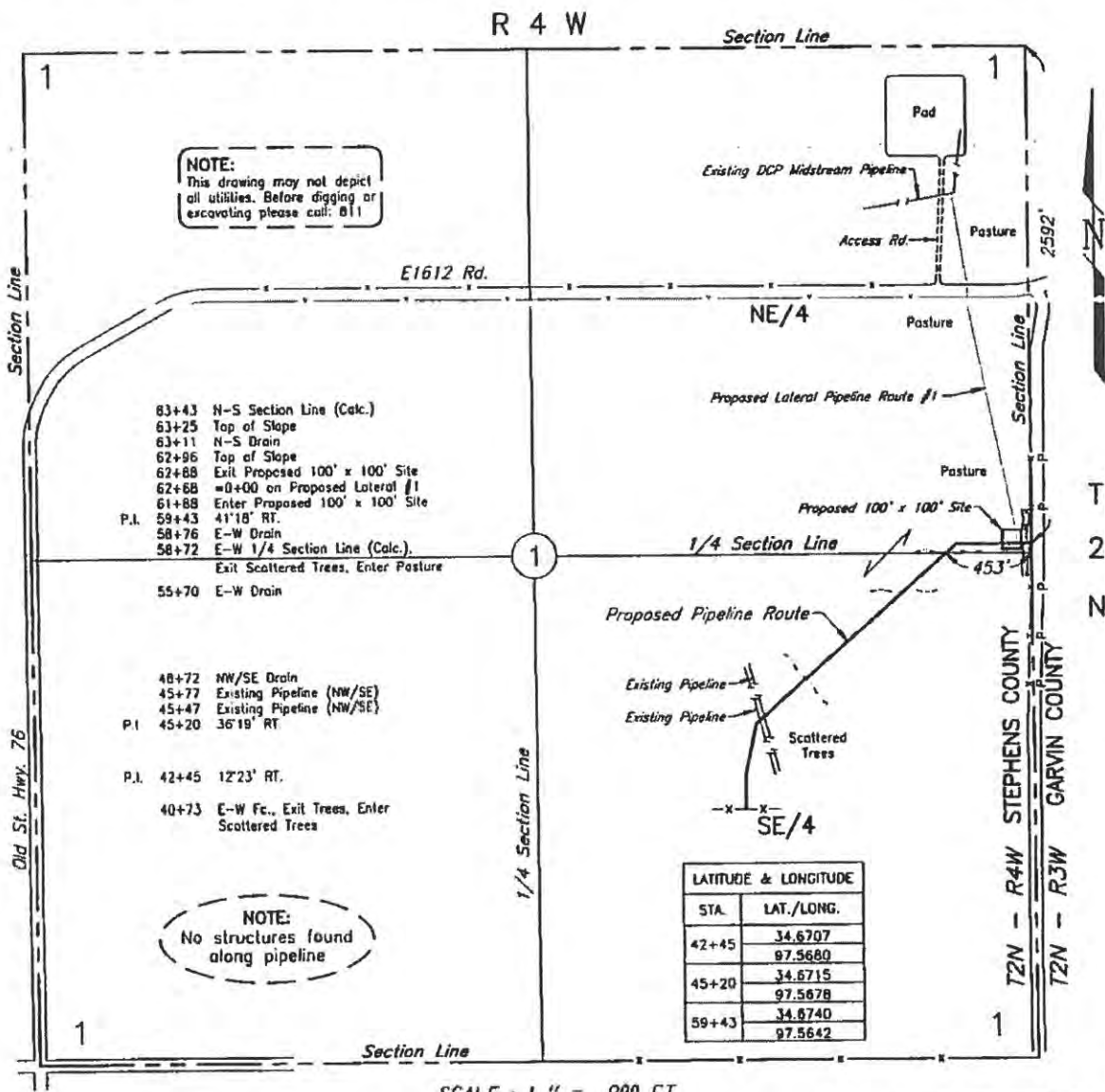


C. O. Hankins
Notary Public, State of OKLAHOMA

CONTINUED

000004

Nature of Work PRELIMINARY SURVEY Date 01/09/18 Line No. _____
 Asset _____ System _____ Subsystem _____ Afe No. _____
E/2 Sec. 1 Twp. 2N Range 4W Co. STEPHENS State OK RC No. _____ Sheet No. 3 OF 7



SCALE : 1" = 800 FT

Remarks _____
N/2 SE/4 & S/2 NE/4 SECTION 1 - OWNER - BILLY LEE WHITT
2,270 FEET OR 137.58 RODS - PROPOSED 100' x 100' SITE = 0.230 AC. ±

6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

Exhibit "A"
Page 1 of 2

DWG. NO. CIM180401TR3 REVISED: 01/18/18

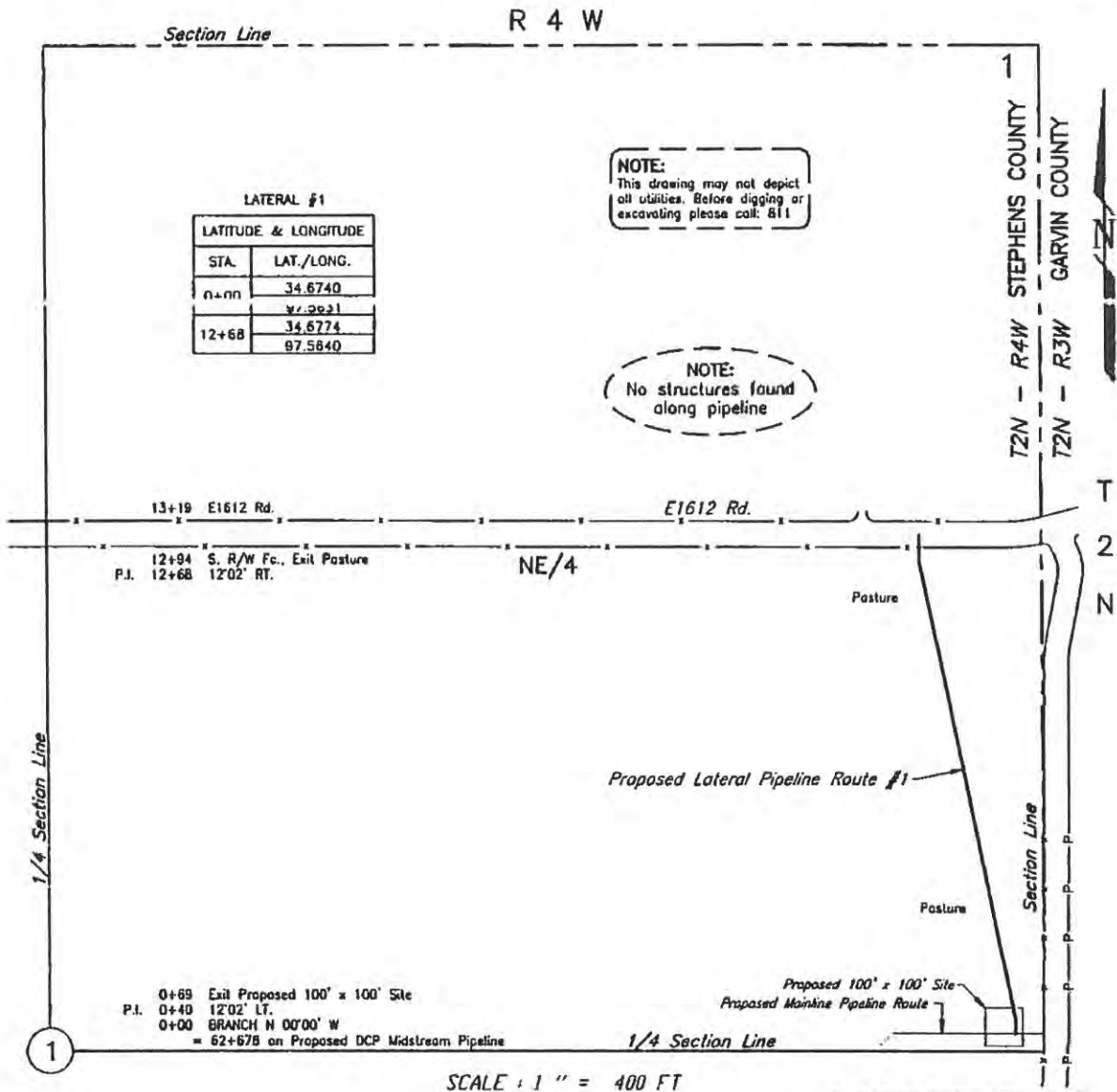
Signed _____ Group or Corporate Staff DCP Midstream



CONTINUED

000005

Nature of Work PRELIMINARY SURVEY Date 01/08/18 Line No. _____
 Asset _____ System _____ Subsystem _____ Afe No. _____
NE/4 Sec. 1 Twp. 2N Range 4W Co. STEPHENS State OK RC No. _____ Sheet No. 1 OF 2



Remarks _____
S/2 NE/4 SECTION 1 - OWNER- BILLY LEE WHITT
1,319 FEET OR 79.94 RODS

Exhibit "A"
 PAGE 2 of 2

DWG. NO. CIM180401TR3Lat1 REVISED: 01/18/18

Signed _____ Group or Corporate Staff DCP Midstream

6	5	4	3	2	1
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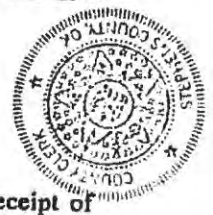
106
000006

I-2018-001197 Book 5432 Pg 6
02/02/2018 10 33 am Pg 0006-0007
Fee \$ 15.00 Doc \$ 0.00
Jenny Moore - Stephens County Clerk
State of Oklahoma

File: WHITT, Billy Lee
Project: N. HAYS 2H-8H-5X

#31
2

VALVE SITE, LAUNCHING RECEIVING EASEMENT



KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of \$ 10.00, the receipt of which is hereby acknowledged, the undersigned, Billy Lee Whitt, hereinafter referred to as Grantor (whether one or more), hereby grant unto DCP Midstream, L.P., its subsidiaries and controlled companies, their agents, servants, and employees, and to its successors-in-interest or assigns, hereinafter referred to as "Grantee", all rights hereinafter set forth in and to the following land situated in the State of Oklahoma, County of STEPHENS, to-wit:

As described on Exhibit A Attached Hereto

Grantor hereby grants said land unto Grantee for the purpose of constructing, operating, replacing, maintaining, a valve site, launching and receiving facilities, to be used in conjunction with pipeline operations or other legal purposes.

Grantee shall have the exclusive possession of the aforescribed land and the right of ingress and egress to and from said land or lands of Grantor adjacent thereto in the exercise of the rights herein granted.

Grantee shall have the right, but not the obligation, to fence said tract, and at any time and within a reasonable time after the termination of this Grant for any reason, to remove from said land any and all property of any kind whatsoever placed or maintained thereon by Grantee, or at Grantee's request or direction.

It is further understood and agreed that the consideration recited above shall constitute all of the obligations of Grantee, its agents, servants, employees, successors and assigns, for the rights granted in the aforescribed land, for all damages, temporary and permanent, to said land, resulting from or in any way connected with the exercise of the rights granted herein.

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

EXECUTED THIS 24th day of JAN, 2018

Billy Lee Whitt

STATE OF OKLAHOMA _____ §
COUNTY OF STEPHENS _____ §

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2018, by Billy Lee Whitt.

My Commission Expires



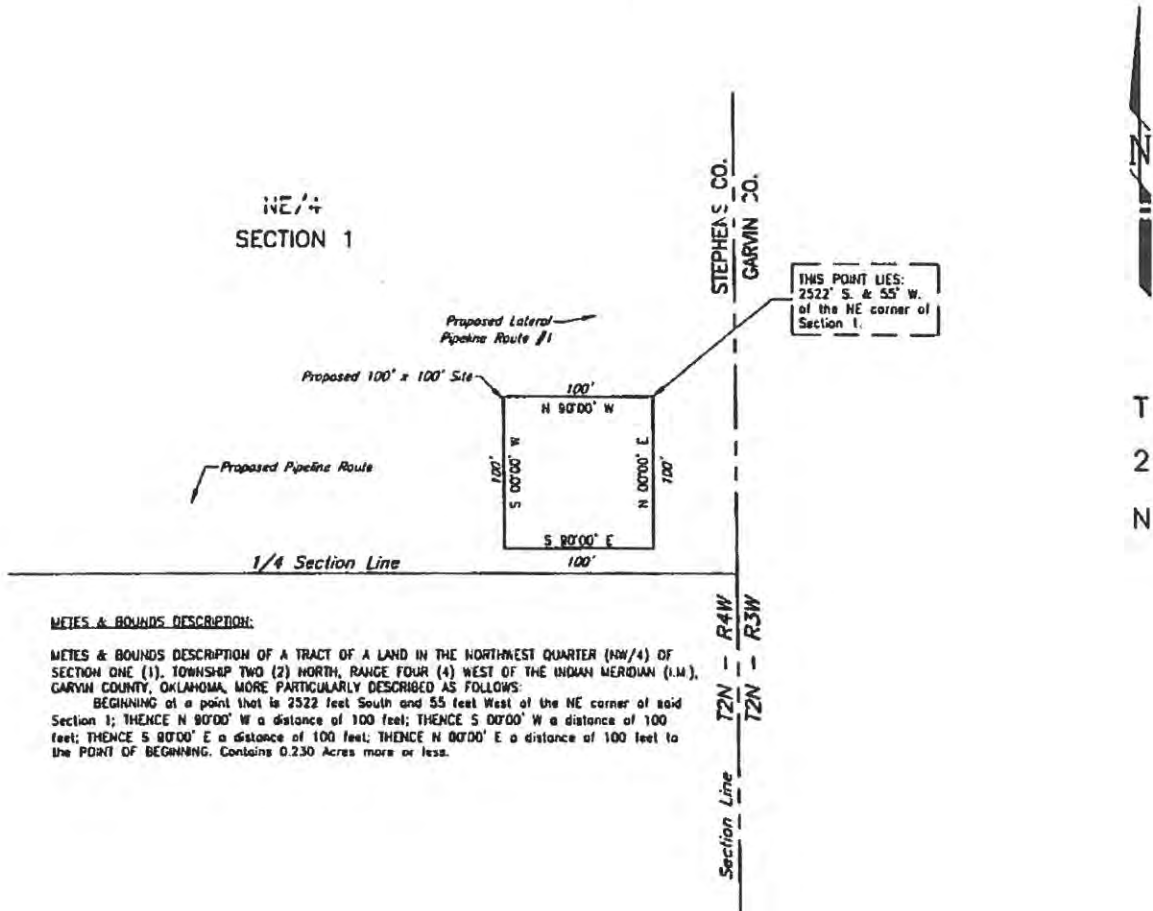
C. O. Hankins
Notary Public

CONTINUED

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Nature of Work PRELIMINARY SURVEY Date 01/19/18 Line No. _____
 Asset _____ System _____ Subsystem _____ A/c No. _____
NE/4 Sec. 1 Twp. 2N Range 4W Co. STEPHENS State OK RC No. _____ Sheet No. 1 OF 1

R 4 W



METES & BOUNDS DESCRIPTION:

METES & BOUNDS DESCRIPTION OF A TRACT OF A LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION ONE (1), TOWNSHIP TWO (2) NORTH, RANGE FOUR (4) WEST OF THE INDIAN MERIDIAN (I.M.), GARVIN COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING at a point that is 2522 feet South and 55 feet West of the NE corner of said Section 1; THENCE N 90°00' W a distance of 100 feet; THENCE S 00°00' W a distance of 100 feet; THENCE S 80°00' E a distance of 100 feet; THENCE N 00°00' E a distance of 100 feet to the POINT OF BEGINNING. Contains 0.230 Acres more or less.

SCALE : 1 " = 100 FT

Remarks _____
S/2 NE/4 SECTION 1 -OWNER- BILLY LEE WHITT
PROPOSED 100' x 100' SITE = 0.230 AC. ±

Exhibit "A"

DWG. NO. CIM180401SITE1

Signed _____ Group or Corporate Staff DCP Midstream

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000002

#32

AFTER RECORDING RETURN TO:

File: Whitt, Billy L. etal

Project: North Hays Infill Well:

DCP Operating Company, LP
3201 quail Springs Parkway, Suite 100
Oklahoma City, OK 73134

1-2018-005198 Book 5485 Pg 2
05/17/2018 10 25 am Pg 0002-0005
Fee \$ 19.00 Doc \$ 0.00
Jenny Moore - Stephens County Clerk
State of Oklahoma



EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF STEPHENS

THAT as of JAN 24th, 2018, the undersigned ("Grantor," whether one or more), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid to:

Billy Lee Whitt and Jimmy R. Whitt, Trustee of the Jimmy R. Whitt Trust, dated the 25th day of February, 2016.

by DCP Operating Company, LP, a Delaware limited partnership with an address at 3201 Quail Springs Parkway, Suite. 100, Oklahoma City, OK 73134 ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee a right-of-way and easement seventy-five feet (75') in width ("Easement") during pipeline construction, reverting to a thirty-three foot (33') wide permanent right of way as more fully described on EXHIBIT "A (which is/are attached and incorporated by reference), and affixed as finally constructed, for the purpose of laying, constructing, maintaining, operating, repairing, replacing, protecting, altering and removing pipeline ~~or pipelines~~, including cathodic protection, and any and all other devices, equipment, and structures from time to time deemed by Grantee to be necessary or appropriate in connection with the use and prudent operation of the pipeline for the gathering or transportation of hydrocarbons and any liquids that can be transported through a pipeline across the following described lands in Stephens COUNTY, OKLAHOMA:

LOTS 1 AND 2 OF SECTION 1, T2N, R4W

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together, with the right of ingress to and egress from the right-of-way across the adjacent property of Grantor. The parties further agree as follows:

1. In the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe at least 48 inches (b) restore the ground surface as nearly as practicable to the original contour that existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as reasonably required by Grantor; (d) install an I-frame brace before cutting any fences. (e) NO PIPELINE CONSTRUCTION DURING WET & MUDDY CONDITIONS.

2. Grantor shall have the right to use and enjoy the surface of the right-of-way for agricultural pasturage and other similar purposes that will not interfere with the use of the right-of-way by the Grantee for any of the purposes granted above; no building, structure, improvement, or obstruction, other than ordinary and usual fences, shall be placed within or upon the right-of-way, and there shall be no alteration of the ground surface or grade of the right-of-way without the express written consent of Grantee, and, to the extent that written consent has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so. After the pipeline has been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights hereunder; however, Grantee shall be liable for any identifiable damages to crops and pasture grasses incurred during Grantee's exercise of its continued rights under this Easement.

CONTINUED

~~3. Grantee shall have the right, at its option, to install gates in fences crossing the pipeline right-of-way.~~

4. This grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under the lands, but is a grant solely of the Easement granted herein. This grant is made subject to all applicable laws, ordinance s, easements, leases, restrictions, reservations or covenants, either of record or evidenced by improvements upon the ground to the extent they are in force.

5. All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee, and Grantee shall have the right to remove any or all of its property from the Easement.

6. During construction and/or maintenance of the pipeline, Grantee shall be allowed to use additional workspace along and adjacent to the proposed Easement, being an extra fifty feet (50') in width adjacent to the permanent Easement right-of-way area described above. Grantee shall also be entitled to use Grantor's adjacent additional lands ("Additional Lands") as reasonably necessary at road, creek, and railroad crossings for construction purposes. This right for Additional Lands will terminate upon completion of initial construction of the pipeline.

7. The initial consideration recited above is also full, complete, and final payment for and includes usual and necessary construction damages that may be sustained by original construction of the pipeline within the Easement area, including without limitation, reseeding, cutting trees, and damages to the surface, fences and any other property owned by Grantor.

8. The rights of Grantee may be assigned in whole or in part.

9. This grant states the entire agreement between the parties regarding its subject matter, and no representations or statements, verbal or written, have been made that would modify, add to, or change the terms of this Easement. This Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

10. The Grantor represents that the above described land is rented for the period beginning _____, _____ to _____, _____ on _____ basis to N/A.

EXECUTED AND EFFECTIVE as of the date first stated above.

GRANTOR(S):

Billy Lee Whitt
Billy Lee Whitt

Jimmy R. Whitt
Jimmy R. Whitt, Trustee

000004
STATE OF OKLAHOMA §
COUNTY OF GARVIN

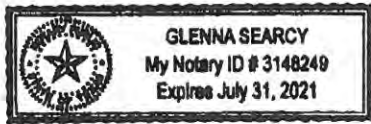
This instrument was acknowledged before me on the 24th day of JAN, 2018,
by Billy Lee Whitt



C. O. Hankins
Notary Public, State of OKLAHOMA

STATE OF Texas §
COUNTY OF Smith

This instrument was acknowledged before me on the 29 day of January, 2018,
by Jimmy R. Whitt



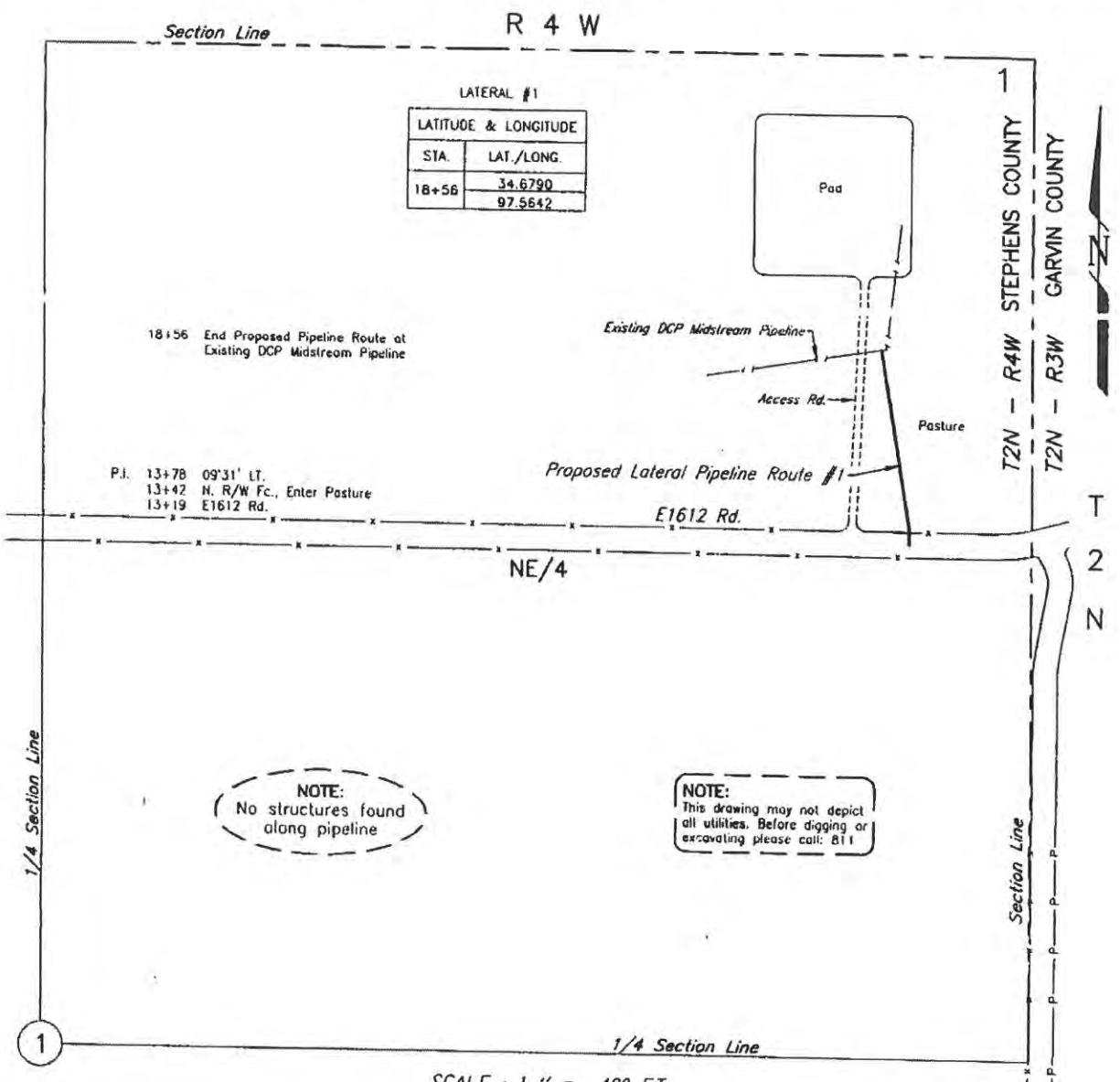
Glenna Searcy
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

DCP Operating Company, LP
3201 Quail Springs Parkway, Ste. 100
Oklahoma City, OK 73134

000005

Nature of Work PRELIMINARY SURVEY Date 01/08/18 Line No. _____
 Asset _____ System _____ Subsystem _____ A/c No. _____
NE/4 Sec. 1 Twp. 2N Range 4W Co. STEPHENS State OK RC No. _____ Sheet No. 2 OF 2



NOTE:
No structures found along pipeline

NOTE:
This drawing may not depict all utilities. Before digging or excavating please call: 811

Remarks _____
LOT 1 SECTION 1 - OWNER - BILLY LEE WHITT (1/2 INT.) JIMMY R. WHITT TRUST
DATED FEBRUARY 25, 2016 - 537 FEET OR 32.55 RODS

Exhibit "A"

DWG. NO. CIM180401TR4Lat1

Signed _____ Group or Corporate Staff DCP Midstream



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