

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: 20230621-1)

Tracts 6 – 8 * (Garvin County, Oklahoma)

* Except that part of Tract 6 located in Stephens County
and except the most westerly 20± acres of Tract 7.

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.: 20230621-1
Issuing Office File No.: 20230621
Property Address: Tracts 6-12 in Lindsay & Elmore City (Auction), Lindsay, OK 73052

SCHEDULE A

1. Commitment Date: June 5, 2023 at 07:00 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.
4. The Title is, at the Commitment Date, vested in:
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 Decmeber 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 March 17, 2016 in Book 2132, Page 66 and a Memorandum of Trust recorded March 17, 2016 in Book 2132, Page 67.
5. The Land is described as follows:

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)

Tracts 6 & 7

The W/2 of Section 36, Township 3 North, Range 4 West of the I.B.M., Garvin County, Oklahoma.
and

The E/2 of Section 35, Township 3 North, Range 4 West of the I.B.M., Garvin County, Oklahoma.

Tract 8

The SW/4 of Section 25, Township 3 North, Range 4 West of the I.B.M., Garvin County, Oklahoma.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Fidelity National Title Insurance Company

Gayle Helton

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

ATTEST: *Marjorie Nemzura*
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 The Trustee of the 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



20230621

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.

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



20230621



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



20230621

SCHEDULE B-II

(Continued)

13. Right of Way recorded July 21, 1954 in Book 414, Page 346, subject to assignments and partial releases of record. (Sec 36 & 35)
14. Cathodic Protection Easement recorded September 15, 1967 in Book 708, Page 154, subject to assignments and partial releases of record. (Sec 36)
15. Order Annexing Additional Territory to Rural Water And/Or Sewer and /or Gas and/or Solid Waste Management District NO. 5 Stephens County, Oklahoma recorded May 3, 2004 in Book 1697, Page 311. (Sec 36 & 35 & 25)
16. Surface Damange Agreement recorded January 18, 2012 in Book 1968, Page 226. (Sec 36 & 35)
17. Memorandum of Damage Release Agreement recorded January 18, 2012 in Book 1968, Page 228. (Sec 36)
18. Memorandum of Damage Release Agreement recorded January 18, 2012 in Book 1968, Page 230. (Sec 36)
19. Sub-Surface Easement recorded January 18, 2012 in Book 1968, Page 232. (Sec 36)
20. Sub-Surface Easement recorded January 18, 2012 in Book 1968, Page 234. (Sec 36)
21. Right of Way Grant recorded January 18, 2012 in Book 1968, Page 236, subject to assignments and partial releases of record. (Sec 36 & 35)
22. Right of Way Grant recorded January 18, 2012 in Book 1968, Page 238, subject to assignments and partial releases of record. (Sec 36 & 35)
23. Right of Way Grant recorded June 8, 2012 in Book 1984, Page 435, subject to assignments and partial releases of record. (Sec 36)
24. Right of Way Grant recorded October 10, 2012 in Book 1996, Page 875, subject to assignments and partial releases of record. (Sec 36)
25. Right of Way Grant recorded November 14, 2012 in Book 2000, Page 330, subject to assignments and partial releases of record. (Sec 36 & 35)
26. Easement and Right of Way Agreement recorded April 8, 2015 in Book 2095, Page 683, subject to assignments and partial releases of record. (Sec 36)
27. Right of Way Agreement recorded January 4, 2016 in Book 2124, Page 327, subject to assignments and partial releases of record. (Sec 36)
28. Right of Way Agreement recorded January 4, 2016 in Book 2124, Page 333, subject to assignments and partial releases of record. (Sec 36 & 35)

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



20230621

SCHEDULE B-II

(Continued)

29. Right of Way Agreement recorded January 4, 2016 in Book 2124, Page 341, subject to assignments and partial releases of record. (Sec 36)
30. Right of Way Grant recorded March 14, 2016 in Book 2131, Page 696, subject to assignments and partial releases of record. (Sec 36)
31. Right of Way Grant recorded March 14, 2016 in Book 2131, Page 701, subject to assignments and partial releases of record. (Sec 36)
32. Right of Way Agreement recorded June 6, 2016 in Book 2138, Page 881, subject to assignments and partial releases of record. (Sec 36)
33. Electrical Utility Easement recorded May 26, 2020 in Book 2310, Page 408. (Sec 36 & 35)
34. Statutory easement for roadway along Section line.
35. Easement recorded April 20, 1915 in Book 62, Page 597, subject to assignments and partial releases of record. (Sec 35)
36. Right of Way recorded July 7, 1927 in Book 153, Page 570, subject to assignments and partial releases of record. (Sec 35)
37. Right of Way recorded July 22, 1955 in Book 445, Page 81, subject to assignments and partial releases of record. (Sec 35)
38. Right of Way Grant recorded March 14, 2016 in Book 2131, Page 706, subject to assignments and partial releases of record. (Sec 35)
39. Right of Way Grant recorded March 14, 2016 in Book 2131, Page 711, subject to assignments and partial releases of record. (Sec 35)
40. Sub-Surface Easement recorded December 6, 2016 in Book 2158, Page 313. (Sec 35)
41. Easement and Right of Way Agreement recorded January 30, 2017 in Book 2163, Page 460, subject to assignments and partial releases of record. (Sec 35)
42. Valve Site Easement recorded April 3, 2017 in Book 2171, Page 344, subject to assignments and partial releases of record. (Sec 35)
43. Right of Way Grant recorded March 14, 2016 in Book 2131, Page 686, subject to assignments and partial releases of record. (Sec 25)
44. Right of Way Agreement recorded June 6, 2016 in Book 2138, Page 861, subject to assignments and partial releases of record. (Sec 25)

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



20230621

SCHEDULE B-II

(Continued)

45. Right of Way Agreement recorded July 18, 2019 in Book 2272, Page 404, subject to assignments and partial releases of record. (Sec 35)

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



20230621

Exceptions # 13

STATE OF OKLAHOMA, GARVIN COUNTY, SS 58-4783
Filed for record July 21 1954 at 1 o'clock P.M. and recorded
In Book 444 Page 346 BERNICE DYKEMAN, County Clerk Deputy
BOOK 41A PAGE 340
THE STATE OF OKLAHOMA
Garvin 2057

County of Garvin KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION of One hundred twenty two & 50/100 DOLLARS
to me paid, the receipt of which is hereby acknowledged, Emmett Hill
of Lindsay, Oklahoma

do hereby grant and convey to MAGNOLIA PIPE LINE COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, having a permit to do business in the State of Oklahoma, its successors and assigns, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair, maintain, remove and operate electric lines, telegraph lines, telephone lines, graphite and steel anodes and other devices for the control of pipe line corrosion,

over, across and through Grantor's lands situated in the County of Garvin and State of Oklahoma, described as follows, to-wit:

NW/4 Section 36 Township 3 north Range 4 west
SW/4 Section 25 Township 3 north Range 4 west
Section _____ Township _____ Range _____
Section _____ Township _____ Range _____
Section _____ Township _____ Range _____
Section _____ Township _____ Range _____

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Pipe Line Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said

Grantor to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Pipe Line Company who hereby agrees to pay any damages which may arise to crops, timber and fences from the laying, erecting, maintaining and operating of said pipe, telegraph, telephone and electric lines; said damages if not mutually agreed upon to be ascertained and determined by three dis-

interested persons, one thereof to be appointed by the said Grantor, his heirs or assigns; one by Magnolia Pipe Line Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Fifty Cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

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.

The Above described property constitutes
no portion of my homestead

Witness my hand, this 18th day of April, 1954

Signed and delivered in the presence of the undersigned witnesses:

Witnesses:

W. D. Mobley

Emmett Hill



#14

BOOK 708 PAGE 154

CATHODIC PROTECTION EASEMENT 4-4176

THE STATE OF Oklahoma
County of Garvin

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of one hundred DOLLARS,
in hand paid, the receipt of which is hereby acknowledged, Jim Whitt and
Patsy Ann Whitt his wife and Bill Whitt
a single person

hereinafter called GRANTOR (whether one or more), hereby grants and conveys to Mobil
Pipe Line Company

its successors and assigns, hereinafter called GRANTEE, the rights of way, easements and privileges to construct, repair, maintain, operate and remove electric transmission and power lines, and all necessary or desirable appurtenances thereto, including poles, together with the right to install and bury under the surface of the ground below plow depth graphite and steel anodes and other devices for the control of pipe line corrosion, over, across and through the following described property:

The NW 4 of Section 36-340-4W-Garvin
County Oklahoma



STATE OF OKLAHOMA)
GARVIN COUNTY) SS
Filed for record

SEP 15 1967

at 2 o'clock A M., and recorded
in Book 708 at Page 154
BERNIECE DYKEMAN, County Clerk
By Colleen Sam Deputy



with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the same shall be used for the purposes aforesaid, and Grantee hereby agrees to pay any damages which may arise to crops, timber, or fences from the use of said premises for such purposes.

Grantor covenants and agrees that he will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip (or within 25 feet of any line, anode or appurtenance installed hereunder where width of easement is not designated in description above). This shall be a covenant running with the land and shall be binding on Grantor, his heirs and assigns.

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

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

EXECUTED This 15th day of August A. D., 1967

Jim Whitt
Patsy Ann Whitt
Patsy Ann Whitt

708-154

43

ACKNOWLEDGMENTS

STATE OF KANSAS

County of _____

BE IT REMEMBERED, that on this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ to me personally known and known to me to be the same person... who executed the foregoing written instrument and such person... duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires _____ Notary Public.

Residing at _____

State of _____

County of _____

BE IT REMEMBERED, that on this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ to me personally known and known to me to be the same person... who executed the foregoing written instrument and such person... duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires _____ Notary Public.

Residing at _____

ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF ~~Nebraska~~

County of Lincoln

in and for said County and State, on this day personally appeared

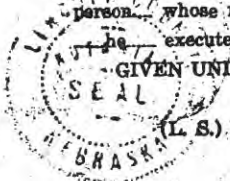
Bill Whitt
Single Person

BEFORE ME Dorothy D. Robinson
a Notary Public

known to me, (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 22nd day of August A. D. 1967

Dorothy D. Robinson
Notary Public



ACKNOWLEDGMENT FOR HUSBAND AND WIFE

THE STATE OF ~~Nebraska~~

County of Lincoln

of the County of Lincoln in the State of Nebraska, on this day personally appeared Jim Whitt and Patsy Ann his wife,

both known to me (or proved to me on the oath of _____) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife of the said _____ having been examined by me privily and apart

from her husband, and having the same fully explained to her, she the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 15 day of Aug. A. D. 1967

My Comm. expires 10-1-1970

(L. S.)

#15

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF GARVIN COUNTY

STATE OF OKLAHOMA

IN THE MATTER OF THE 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.)

Stephens Co
NO. RWD#5



ORDER ANNEKING 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 3rd day of May, 2004, comes regularly on for hearing the Petition to Annex Additional Territory to Rural Water and/or Sewer and/or Gas and/or Solid Waste Management District No. 5, Stephens County, Oklahoma, filed with the County Clerk of Garvin County, Oklahoma, on April 7, 2004, 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 Rural Water District No. 5 representatives and their attorney, ROBERT J. HAYS of HAYS & GORDON, and no protestant appeared.

The Board of County Commissioners of Garvin 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 82 O.S. § 1324.5; that the County Clerk on the 8th day of April, 2004, caused Notices of the hearing to be mailed by certified mail to each of the Petitioners,



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 on April 15, 2004, and April 22, 2004, in the Lindsay News, a newspaper of general circulation in Garvin County, Oklahoma; that the property prayed to be annexed is all located in Garvin 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 Garvin 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 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.

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 facilities 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 Garvin 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:

All of Sections 19, 20, 29, 30, 31 and 32 of Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 21, Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 28, Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 33, Township 4 North, Range 4 West of I.M.;

The West Half (W/2); and the South Half of Southwest Quarter of Southeast Quarter (S/2 SW/4 SE/4) of Section 3, Township 3 North, Range 4 West of I.M.;

All of Sections, 4, 5, 6, 7, 8, 9, 10, 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 3 North, Range 4 West of I.M.;

The South Half of Southeast Quarter (S/2 SE/4); and a parcel of land entirely within the Northeast Quarter of Southeast Quarter (NE/4 SE/4) of Section 2, Township 3 North, Range 4 West of I.M., and more particularly described as: Commencing at the Southeast corner of said Section 2, thence North along the East section line a distance of 1,320 feet to the point of beginning, thence North along the East section line, a distance of 1,065 feet, thence Southwest at a bearing of South 41°12'26" West a distance of 1,435 feet, thence East along the 16th section line a distance of 946.5 feet to the point of beginning, containing 11.57 acres, more or less;

The South Half (S/2); and the South Half of South Half of Northwest Quarter (S/2 S/2 NW/4); and the South Half of South Half of Northeast Quarter (S/2 S/2 NE/4); and Northeast Quarter of Southeast Quarter of Northeast Quarter (NE/4 SE/4 NE/4); and the East Half of Northeast Quarter of Northeast Quarter (E/2 NE/4 NE/4) of Section 1, Township 3 North, Range 4 West of the I.M.;

The Northeast Quarter (NE/4); and the South Half (S/2) of Section 11, Township 3 North, Range 4 West of I.M.;

All of Section 32, Township 4 North, Range 3 West of I.M.;

All of Sections 5, 7 and 8 in Township 3 North, Range 3 West of I.M.;

All of Section 6, Township 3 North, Range 3 West of the I.M., LESS AND EXCEPT the Northwest Quarter of Northwest Quarter of Northwest Quarter (NW/4 NW/4 NW/4);

All of Sections 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 in Township 3 North, Range 3 West of I.M.;

I-2004-003382 Book 1887 Pg:315
05/03/2004 11:22 am Pg 0311-0318
Fee: \$ 0.00 Doc: \$ 0.00
Gina Mann - Garvin County Clerk
State of Oklahoma

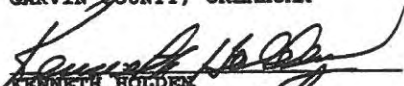
All of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35
and 36 in Township 2 North, Range 3 West of
I.M.;

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 18, 19, 30 and 31 in Township 1 North,
Range 3 West of I.M.;

All of Sections 31 and 32 in Township 2 North,
Range 2 West of I.M.;

All of Sections 5, 6, 7 and 8 in Township 1
North, Range 2 West of I.M.

BOARD OF COUNTY COMMISSIONERS
GARVIN COUNTY, OKLAHOMA


KENNETH HOLDEN


REX CARLTON


JOHNNY MANN

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF GARVIN COUNTY

STATE OF OKLAHOMA

IN THE MATTER OF THE 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.)

Stephens Co.
NO. RWD#5

RECEIVED

APR 7 2004

GARVIN COUNTY CLERK

NOTICE OF HEARING UPON PETITION TO
ANNEX ADDITIONAL TERRITORY

TO: FLOYD LAND & CATTLE CO., WILEY GOSNELL and TERRY THOMAS,
PETITIONERS TO ANNEX ADDITIONAL TERRITORY TO RURAL WATER
and/or SEWER and/or GAS and/or SOLID WASTE MANAGEMENT DISTRICT
NO. 5, STEPHENS COUNTY, OKLAHOMA, AND ALL OTHER PERSONS
RESIDING OR OWNING PROPERTY WITHIN THE AREA PROPOSED TO BE
ANNEXED AND ALL RURAL RESIDENTS THEREOF.

You, and each of you, are hereby notified that on the 7th day
of April, 2004, a Petition to Annex Additional Territory to
Rural Water and/or Sewer and/or Gas and/or Solid Waste Management
District No. 5, Stephens County, Oklahoma, was filed with the Board
of County Commissioners of Garvin County, Oklahoma, praying 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, pursuant to the Rural Water, Sewer and Solid
Waste Management Districts Act, as amended (82 O.S. § 1324.1-
1324.26) within the boundaries of an area described in said
Petition and a public hearing on said Petition is set before the
Board of County Commissioners at the Garvin County Courthouse,
Pauls Valley, Oklahoma, on the 3rd day of May, 2004,
at 10:00 o'clock A.m.

The territory to be annexed to said District is described with
more particularity, as follows:

All of Sections 19, 20, 29, 30, 31 and 32 of Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 21, Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 28, Township 4 North, Range 4 West of I.M.;

The West Half (W/2) of Section 33, Township 4 North, Range 4 West of I.M.;

The West Half (W/2); and the South Half of Southwest Quarter of Southeast Quarter (S/2 SW/4 SE/4) of Section 3, Township 3 North, Range 4 West of I.M.;

All of Sections, 4, 5, 6, 7, 8, 9, 10, 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 3 North, Range 4 West of I.M.;

The South Half of Southeast Quarter (S/2 SE/4); and a parcel of land entirely within the Northeast Quarter of Southeast Quarter (NE/4 SE/4) of Section 2, Township 3 North, Range 4 West of I.M., and more particularly described as: Commencing at the Southeast corner of said Section 2, thence North along the East section line a distance of 1,320 feet to the point of beginning, thence North along the East section line, a distance of 1,065 feet, thence Southwest at a bearing of South 41°12'26" West a distance of 1,435 feet, thence East along the 16th section line a distance of 946.5 feet to the point of beginning, containing 11.57 acres, more or less;

The South Half (S/2); and the South Half of South Half of Northwest Quarter (S/2 S/2 NW/4); and the South Half of South Half of Northeast Quarter (S/2 S/2 NE/4); and Northeast Quarter of Southeast Quarter of Northeast Quarter (NE/4 SE/4 NE/4); and the East Half of Northeast Quarter of Northeast Quarter (E/2 NE/4 NE/4) of Section 1, Township 3 North, Range 4 West of the I.M.;

The Northeast Quarter (NE/4); and the South Half (S/2) of Section 11, Township 3 North, Range 4 West of I.M.;

I-2004-003962 Book 1697 Pg: 318
05/03/2004 11:22 am Pg 0311-0318
Fee: \$ 0.00 Doc: \$ 0.00
Gina Mann - Garvin County Clerk
State of Oklahoma

All of Section 32, Township 4 North, Range 3
West of I.M.;

All of Sections 5, 7 and 8 in Township 3
North, Range 3 West of I.M.;

All of Section 6, Township 3 North, Range 3
West of the I.M., LESS AND EXCEPT the
Northwest Quarter of Northwest Quarter of
Northwest Quarter (NW/4 NW/4 NW/4);

All of Sections 15, 16, 17, 18, 19, 20, 21,
22, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35
in Township 3 North, Range 3 West of I.M.;

All of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 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 3 West of
I.M.;

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 18, 19, 30 and 31 in Township 1 North,
Range 3 West of I.M.;

All of Sections 31 and 32 in Township 2 North,
Range 2 West of I.M.;

All of Sections 5, 6, 7 and 8 in Township 1
North, Range 2 West of I.M.

You are further notified to appear upon the date at the time
and place of said hearing to show cause, if any there be, why said
Petition should not be granted.

DATED this 7th day of April, 2004.



Gina Mann by [Signature]
GINA MANN, COUNTY CLERK OF
GARVIN COUNTY, OKLAHOMA

Surface Damage Agreement

#16

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Jim Whitt of 1702 W. Duval, Troup, TX 75789 and Bill Whitt, of 420 Jean Ave., Lindsay, OK 73052**, hereinafter referred to as "Grantor", does hereby grant to Newfield Exploration Mid-Continent Inc., One Williams Center, Suite 1900, Tulsa, OK 74172, hereinafter referred to as "Grantee", its successors and assigns, the right to build a frac pond no larger than the equivalent of 520 ft. x 520 ft. on bottom, in the E/2; E/2 NE/4 NW/4; of Section 35 and W/2 of Section 36, all in Township 3 North, Range 4 West, Garvin County, Oklahoma and use said frac pond for drilling/completion operations on Grantee's wells, including the right to use, store, truck, and pump water in/out of said frac pond to/from water sources and wells on or off of said lands. Grantor also agrees to allow Grantee to set and service a pump(s) and to lay temporary water lines across said lands to and from water sources, ponds, water wells, and well sites with the right of ingress and egress across said lands. Grantee will consult the Grantor on the route to lay temporary water lines. Grantor will be paid for damages, if any, from laying temporary water lines. Grantee shall have the option of drilling a water well on said lands to use for drilling and completion operations on Grantee's wells. Grantor agrees to sell any water that is naturally gathered in said frac pond or pumped from the water well at Twenty-Five Cents (\$0.25) per barrel. This agreement shall have a five (5) year term, after which if Grantor and Grantee do not reach an agreement to extend the term of the frac pond lease then Grantee relinquishes all rights to the water well, the frac pond, and the water in the frac pond to Grantor. Grantee will no longer be responsible for any maintenance or repairs on said pond after the expiration of this agreement. Any variations from original plan must be discussed with and approved by Grantors. Slopes will be 3 to 1 or sloped so that cattle/livestock can enter and exit pond. Pushed timber from pond construction and brush will be burned and/or buried.

Dated and executed this 17th day of December, 2011

GRANTOR

Jim Whitt
Jim Whitt

Bill Whitt
Bill Whitt

GRANTEE

Blaine McCown
Blaine McCown - Agent for Newfield Exploration Mid-Continent Inc.



1-2012-000539 Book 1968 Pg. 226
01/18/2012 8:00 am Pg 0226-0227
Fee \$ 15.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

15 56

ACKNOWLEDGEMENTS

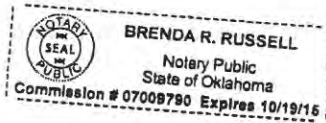
STATE OF OKLAHOMA)
) S.S.
COUNTY OF GARVIN)

On this 17th day of December, 2011 before me, the undersigned Notary Public in and for said county and state, **Jim Whitt and Bill Whitt** personally appeared known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____

Brenda R. Russell
Notary Public

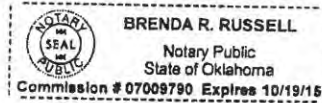
STATE OF OKLAHOMA)
)
COUNTY OF GARVIN)



Before me the undersigned, a Notary Public, in and for said County and State, on this 17th day of December, 2011, personally appeared **Blaine McCown**, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's **Agent**, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses, purposes and consideration therein set forth.
Given under my hand and seal of office this 17th day of December, 2011

My Commission Expires _____

Brenda R. Russell
Notary Public



#17

MEMORANDUM OF DAMAGE RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jim Whitt of 1702 W. Duval, Troup, TX 75789 and Bill Whitt, of 420 Jean Ave., Lindsay, OK 73052, herein referred to as "Grantor" have entered into a Surface Damage and Easement 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 27th day of **September, 2011**, as the same may have thereafter been amended. That such Agreement covers the following described lands, to-wit:

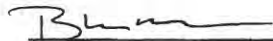
W/2 Section 36, Township 3 North, Range 4 West, Garvin County, Oklahoma.

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 27th day of September, 2011.

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


Blaine McCown, Agent

GRANTOR:


Jim Whitt

Bill Whitt



I-2012-000540 Book 1968 Pg. 228
01/18/2012 8:00 am Pg 0228-0229
Fee: \$ 15.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

15

60

ACKNOWLEDGMENTS

OKLAHOMA
THE STATE OF ~~TEXAS~~ §
§
COUNTY OF GARVIN §



Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared Jim 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.

Notary Public, State of Oklahoma

My commission expires: _____

THE STATE OF OKLAHOMA §
§
COUNTY OF GARVIN §

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2011, personally appeared Bill 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.

Notary Public, State of Oklahoma

My commission expires: _____

THE STATE OF OKLAHOMA §
§
COUNTY OF GARVIN §



Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared Blaine McCown, 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.

Notary Public, State of Oklahoma

My commission expires: 10-16-14

#18

MEMORANDUM OF DAMAGE RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jim Whitt of 1702 W. Duval, Troup, TX 75789 and Bill Whitt, of 420 Jean Ave., Lindsay, OK 73052, herein referred to as "Grantor" have entered into a Surface Damage and Easement 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 22nd day of September, 2011, as the same may have thereafter been amended. That such Agreement covers the following described lands, to-wit:

W/2 Section 36, Township 3 North, Range 4 West, Garvin 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 22nd day of September, 2011.

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

GRANTOR:

Blaine McCown
Blaine McCown, Agent

Jim Whitt
Jim Whitt

Bill Whitt
Bill Whitt



I-2012-000541 Book 1968 Pg. 230
01/18/2012 8:00 am Pg 0230-0231
Fee: \$ 15.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

15

62

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF §

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2011, personally appeared **Jim 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.

Notary Public, State of Oklahoma

My commission expires: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF GARVIN §



Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared **Bill 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.

Notary Public, State of Oklahoma

My commission expires: 10-16-14

THE STATE OF OKLAHOMA §
 §
COUNTY OF GARVIN §



Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared **Blaine McCown**, 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.

Notary Public, State of Oklahoma

My commission expires: 10-16-14

#19

SUB-SURFACE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Jim Whitt of 1702 W. Duval, Troup, TX 75789 and Bill Whitt, of 420 Jean Ave., Lindsay, OK 73052**, Party of the First Part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, does hereby for himself/herself, his/her heirs, executors, administrators and assigns, grant and convey to Newfield Exploration Mid-Continent Inc., whose address is One Williams Center, Suite #1900, Tulsa, Oklahoma 74172, Party of the Second Part, its successors and assigns, a sub-surface easement and right-of-way in, under, through and across the following described real property and premises and the mineral estate in and under lands situated in **Garvin County, State of Oklahoma**, to-wit:

**W/2 of SECTION 36, TOWNSHIP 3 NORTH,
RANGE 4 WEST, GARVIN COUNTY, OKLAHOMA**

for the purpose of drilling, completing, producing and operating oil and/or gas wells through said lands for the production of oil, gas and other minerals from other lands, areas, drilling and spacing units and acreages outside the lands described above. Provided further that the Party of the Second Part will protect and insure that it will not produce from or cause any type of waste to occur to the subject lands of the Party of the First Part described above.

To have and to hold the sub-surface easement and right-of-way hereby granted unto the Party of the Second Part, its heirs and assigns forever, as appurtenant to the said lands and estate of the Party of the First Part.

Dated and executed this 22nd day of September, 2011

Grantee:

Newfield Exploration Mid-Continent Inc.

Grantor:

Jim Whitt

Blaine McCown
By: **Blaine McCown, Agent**

Bill Whitt
Bill Whitt



I-2012-000542 Book 1968 Pg. 232
01/18/2012 8:00 am Pg 0232-0233
Fee \$ 15.00 Doc. \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

15

64

ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said county and state on this _____ day of _____, 2011, personally appeared, **Jim Whitt**, 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.

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

Notary Public
Commission No. _____

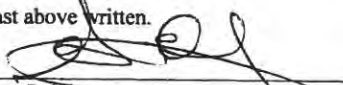
My Commission expires:



STATE OF OKLAHOMA)
) SS
COUNTY OF GARVIN)

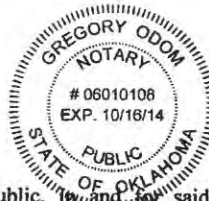
Before me, the undersigned, a Notary Public in and for said county and state on this 22nd day of September, 2011, personally appeared, **Bill Whitt**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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



Notary Public
Commission No. 06010108

My Commission expires:
10-16-14




STATE OF OKLAHOMA)
) SS
COUNTY OF GARVIN)

Before me the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared **Blaine McCown**, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's **Agent**, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses, purposes and consideration therein set forth.

Given under my hand and seal of office this 22nd day of September, 2011.

:
10-16-14
My Commission Expires



Notary Public

#20

SUB-SURFACE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Jim Whitt of 1702 W. Duval, Troup, TX 75789 and Bill Whitt, of 420 Jean Ave., Lindsay, OK 73052**, Party of the First Part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, does hereby for himself/herself, his/her heirs, executors, administrators and assigns, grant and convey to Newfield Exploration Mid-Continent Inc., whose address is One Williams Center, Suite #1900, Tulsa, Oklahoma 74172, Party of the Second Part, its successors and assigns, a sub-surface easement and right-of-way in, under, through and across the following described real property and premises and the mineral estate in and under lands situated in **Garvin County, State of Oklahoma**, to-wit:

**W/2 of SECTION 36, TOWNSHIP 3 NORTH,
RANGE 4 WEST, GARVIN COUNTY, OKLAHOMA**

for the purpose of drilling, completing, producing and operating oil and/or gas wells through said lands for the production of oil, gas and other minerals from other lands, areas, drilling and spacing units and acreages outside the lands described above. Provided further that the Party of the Second Part will protect and insure that it will not produce from or cause any type of waste to occur to the subject lands of the Party of the First Part described above.

To have and to hold the sub-surface easement and right-of-way hereby granted unto the Party of the Second Part, its heirs and assigns forever, as appurtenant to the said lands and estate of the Party of the First Part.

Dated and executed this 22nd day of September, 2011

Grantee:
Newfield Exploration Mid-Continent Inc.

Grantor:


Jim Whitt



By: **Blaine McCown, Agent**

Bill Whitt



1-2012-000543 Book 1968 Pg. 234
01/18/2012 8:00 am Pg 0234-0235
Fee: \$ 15.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

66

ACKNOWLEDGMENTS

OKLAHOMA)
STATE OF TEXAS)
COUNTY OF GARVIN) SS



Before me, the undersigned, a Notary Public in and for said county and state on this 22nd day of September, 2011, personally appeared, **Jim Whitt**, 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.

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

Notary Public
Commission No. 06010108

My Commission expires:

10-16-14

STATE OF OKLAHOMA)
COUNTY OF GARVIN) SS

Before me, the undersigned, a Notary Public in and for said county and state on this _____ day of _____, 2011, personally appeared, **Bill Whitt**, 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.

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

Notary Public
Commission No. _____

My Commission expires:

STATE OF OKLAHOMA)
COUNTY OF GARVIN) SS



Before me the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared **Blaine McCown**, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's **Agent**, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses, purposes and consideration therein set forth.

Given under my hand and seal of office this 22nd day of September, 2011.

10-16-14
My Commission Expires

Notary Public

RIGHT OF WAY GRANT

#21

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, **Jim Whitt of 1702 W. Duval, Troup, TX 75789 and Bill Whitt, of 420 Jean Ave., Lindsay, OK 73052**, herein after referred to as "Grantor", hereby grants unto, Newfield Exploration Mid-Continent Inc., whose address is, One Williams Center, Suite 1900, Tulsa, OK 74172, its successors and assigns, hereinafter referred to as "Grantee", the right to use, maintain, build, and extend an access road across the following described land in **Garvin County, State of Oklahoma** to wit:

Beginning at a point the west line of the **E/2; E/2 NE/4 NW/4; of Section 35, T3N-R4W**, and heading in an easterly direction along an existing road into **Section 36, T3N-R4W** and then in a ~~westerly~~ ^{easterly} direction along an existing road, and then branching off the existing road towards the **Whitt #1H-25** located in **W/2 of Section 36, Township 3 North, Range 4 West, Garvin County, Oklahoma.**

John
Bar

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for use, damages, and operation of said access road.

Grantee agrees to improve and maintain said access road, at its own expense, as long as Grantee, its successors and assigns, use said access road for commercial purposes, which includes but is not limited to applying 4 inches of gravel to the road bed, installing tin horns where needed, and shaping the road bed and bar ditches for better drainage, to reduce erosion and washing of the road bed. Furthermore said consideration shall constitute full payment for the rights granted hereunder including but not limited to the right to install, temporary water lines for drilling and completion operations, and other equipment necessary to effectively and efficiently operate and complete well(s).

Dated and executed this 22nd day of September, 2011

GRANTOR

Jim Whitt

Jim Whitt

Bill Whitt

GRANTEE

Blaine McCown

Blaine McCown - Agent for Newfield Exploration Mid-Continent Inc.



1-2012-000544 Book 1968 Pg. 236
01/18/2012 8:00 am Pg 0236-0237
Fee: \$ 15.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

15 58

ACKNOWLEDGMENTS

STATE OF ~~TEXAS~~ Oklahoma)
COUNTY OF GARVIN) SS



On this 22nd day of September, 2011, before me a Notary Public in and for said County and State, personally appeared **Jim Whitt**, and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, in the capacity stated therein.
Given my hand and seal the day and year last above written.

10-16-14
My Commission Expires
06010108

Notary Public

STATE OF OKLAHOMA)
COUNTY OF GARVIN) SS

On this _____ day of _____, 2011, before me a Notary Public in and for said County and State, personally appeared **Bill Whitt**, and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, in the capacity stated therein.
Given my hand and seal the day and year last above written.

My Commission Expires

Notary Public

STATE OF OKLAHOMA)
COUNTY OF GARVIN)



Before me the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared **Blaine McCown**, the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's, **Agent**, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses, purposes and consideration therein set forth.

Given under my hand and seal of office this 22nd day of September, 2011.

10-16-14
My Commission Expires

Notary Public

RIGHT OF WAY GRANT

#22

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, **Jim Whitt of 1702 W. Duval, Troup, TX 75789 and Bill Whitt, of 420 Jean Ave., Lindsay, OK 73052**, herein after referred to as "Grantor", hereby grants unto, **Newfield Exploration Mid-Continent Inc.**, whose address is, **One Williams Center, Suite 1900, Tulsa, OK 74172**, its successors and assigns, hereinafter referred to as "Grantee", the right to use, maintain, build, and extend an access road across the following described land in **Garvin County, State of Oklahoma** to wit:

Beginning at a point the west line of the **E/2; E/2 NE/4 NW/4; of Section 35, T3N-R4W**, and heading in an easterly direction along an existing road into **Section 36, T3N-R4W** and then in a ~~westerly~~ ^{easterly} direction along an existing road, and then branching off the existing road towards the **Whitt #1H-25** located in **W/2 of Section 36, Township 3 North, Range 4 West, Garvin County, Oklahoma.**

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for use, damages, and operation of said access road.

Grantee agrees to improve and maintain said access road, at its own expense, as long as Grantee, its successors and assigns, use said access road for commercial purposes, which includes but is not limited to applying 4 inches of gravel to the road bed, installing tin horns where needed, and shaping the road bed and bar ditches for better drainage, to reduce erosion and washing of the road bed. Furthermore said consideration shall constitute full payment for the rights granted hereunder including but not limited to the right to install, temporary water lines for drilling and completion operations, and other equipment necessary to effectively and efficiently operate and complete well(s).

Dated and executed this 22nd day of September, 2011

GRANTOR

Jim Whitt

Bill Whitt
Bill Whitt

GRANTEE

Blaine McCown

Blaine McCown - Agent for Newfield Exploration Mid-Continent Inc.



1-2012-000545 Book 1968 Pg. 238
01/18/2012 8:00 am Pg 0238-0239
Fee \$ 15.00 Doc \$ 0.00
Lori Fuels - Garvin County Clerk
State of Oklahoma

15 600

ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS
COUNTY OF)

On this _____ day of _____, 2011, before me a Notary Public in and for said County and State, personally appeared **Jim Whitt**, and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, in the capacity stated therein.
Given my hand and seal the day and year last above written.

My Commission Expires

Notary Public

STATE OF OKLAHOMA)
) SS
COUNTY OF GARVIN)



On this 22nd day of September, 2011, before me a Notary Public in and for said County and State, personally appeared **Jim Whitt**, and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, in the capacity stated therein.
Given my hand and seal the day and year last above written.

10-16-14
My Commission Expires
06010108

Notary Public

STATE OF OKLAHOMA)
)
COUNTY OF GARVIN)



Before me the undersigned, a Notary Public, in and for said County and State, on this 22nd day of September, 2011, personally appeared, **Blaine McCown**, the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's, **Agent**, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses, purposes and consideration therein set forth.

Given under my hand and seal of office this 22nd day of September, 2011.

10-16-14
My Commission Expires

Notary Public

#23

STANDARD FORM

RIGHT OF WAY GRANT

FILE: _____

After Recording Return To: _____

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

PROJECT: WHITT # 1H-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 line and appurtenances, and accompanying telephone and telegraph lines, and appurtenances over, through,
upon, under and across the following described land in Garvin County, State of Oklahoma to wit:

W/2 of Section 36, T3N, R4W,
Right of Way 50 FT Wide. Bury 4 FT Deep
Fix Fence cuts

GRANTEE 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 line shall be laid by any Grantee, its successors or assigns, Grantee,
its successors or assigns shall pay to Grantor, in addition to the consideration heretofore 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

1-2012-005490 Book 1984 Pg. 435
06/08/2012 8:00 am Pg 0435-0437
Fee \$ 17 00 Doc \$ 0 00
Lori Fulks - Garvin County Clerk
State of Oklahoma



STATE OF OKLAHOMA } ss
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said County and State, on this 20th day of April, 2012, personally appeared B. L. 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



[Signature]
Notary Public

STATE OF _____ } ss
COUNTY OF _____

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 _____ } ss
COUNTY OF _____

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

STATE OF _____ } ss
COUNTY OF _____

1-2012-005490 Book 1984 Pg 438
06/08/2012 8:00 am Pg 0435-0437
Fee \$ 17.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

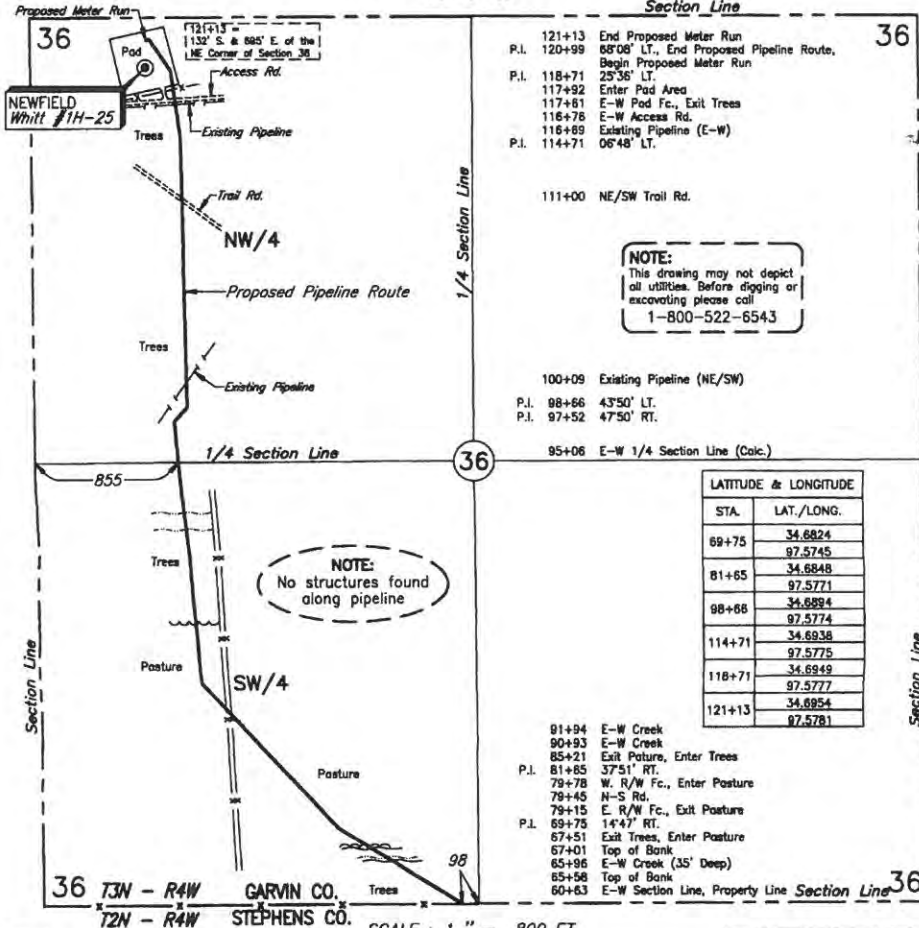
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, personally appeared _____ to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____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

My commission expires _____

Notary Public

Nature of Work PRELIMINARY SURVEY Date 04/20/12 Line No. _____
 Region SOUTHERN OKLAHOMA System SHOLEM Booster DOYLE Afe No. 111224195 RC No. 0433
 Sec. 36 Twp. 3N Range 4W Co. GARVIN State OK Study No. 2012SH0017 Sheet No. 2 OF 2

R 4 W



Remarks _____
 TRACT 1: W/2 SECTION 36 - OWNER - BILL & JIM WHITT
 6,050 FEET OR 366.67 RODS
 I-2012-005490 Book 1984 Pg 437
 06/08/2012 8:00 am Pg 0435-0437
 Fee \$ 17 00 Doc \$ 0 00
 Lori Fulks - Garvin County Clerk
 State of Oklahoma

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

DWG. NO. CIM120466B
 Signed _____ Group or Corporate Staff DCP Midstream

74


#24

1-2012-008868 Book 1996 Pg: 875
10/10/2012 11:15 am Pg 0875-0877
Fee: \$ 17.00 Doc: \$ 0.00
Lori Fuks - Garvin County Clerk
State of Oklahoma

STANDARD FORM **RIGHT OF WAY GRANT**

When recorded, return to:
DCP Midstream, LP
3201 Quail Springs Parkway #100
Oklahoma City, OK 73134

FILE: _____
PROJECT: _____



FOR AND IN CONSIDERATION of the sum of Ten & 00/100
DOLLARS (\$ 10⁰⁰), the receipt of which is hereby acknowledged
Jim Whitt (50% owner)

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 accessories, telephone and telegraph lines, and appurtenances, over, through,
upon, under and across the following described land in Garvin County, State of Oklahoma to wit:

W/2 OF Section 36, T3N, 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

~~Grantee agrees that, if at any time or times, any such pipe line or pipe lines shall be laid by any Grantor, its successors or assigns, Grantor,
its successors or assigns shall pay to Grantee, in addition to the consideration hereinabove stated, the sum of _____
dollars (\$ _____) 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 _____ 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 _____ day of April, 2012

11:15
17

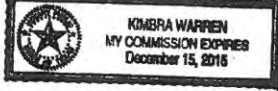
~~Jim Whitt~~
Jim Whitt

I-2012-008868 Book 1996 Pg: 876
10/10/2012 11:15 am Pg 0875-0877
Fee: \$ 17.00 Doc: \$ 0.00
Lori Fuks - Garvin County Clerk
State of Oklahoma

STATE OF Texas }
COUNTY OF Smith } ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this 20th day of April, 2012, personally appeared Jim 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 December 15, 2015 Kimbra Warren
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

HT OF WAY GRANT

I-2012-008868 Book 1996 Pg: 877
10/10/2012 11:15 am Pg 0875-0877
Fee: \$ 17.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

STANDARD FORM

RIGHT OF WAY GRANT

FILE: Whitt, Billy L. et al

After Recording Return To:

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

PROJECT: Newfield-Mesquite
16" LPExt

#25

FOR AND IN CONSIDERATION of the sum of Ten and more
DOLLARS (\$ 10.00), the receipt of which is hereby acknowledged

Billy L. Whitt (50%) and Jim Whitt (50%)
Bill Whitt
P.O. Box 37
Lindsay, Ok. 73082

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 Garvin County, State of Oklahoma to wit:

E/2 Section 35, T3N, R4W and W/2 Section 36, T3N, R4W

Grant is for one line only, to be laid as shown on Exhibit A attached hereto (Page 1 and Page 2).
Exhibit B attached.

~~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 rod for each separate line laid (Less amount paid to a Tenant)~~

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

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

Executed this 24th day of October, 2012
Bill Whitt
Bill Whitt

1-2012-009734 Book 2000 Pg. 330
11/14/2012 8:00 am Pg. 0330-0334
Fee \$ 21.00 Doc. \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

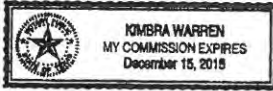


62

STATE OF Texas
COUNTY OF Smith } SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of October, 2012, personally appeared Jim Whitt to me known to be the identical person as described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My commission expires December 15, 2015 Kimbra Warren
Notary Public



STATE OF Oklahoma
COUNTY OF Garvin } SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 29th day of October, 2012, personally appeared Billy Whitt to me known to be the identical person as described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My commission expires 09-04-2016 Kayla Rodgers
Notary Public



STATE OF _____ } SS
COUNTY OF _____

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 _____ } SS
COUNTY OF _____

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

1-2012-009734 Book 2000 Pg 331
11/14/2012 8:00 am Pg 0330-0334
Fee \$ 21.00 Doc \$ 0.00
Lon Fulks - Garvin County Clerk
State of Oklahoma

EXHIBIT "B"

1. The right-of-way herein granted shall be limited to fifty feet (50') in width for construction and maintenance, and to thirty-three feet (33') in width for the permanent right of way. Grantee shall have the right to use off Right of Way work space at road crossings, railroad crossings, streams, creeks, rivers, uneven terrain and other areas reasonably requiring additional work space.
2. The pipeline shall be buried to a depth of not less than forty-eight (48") inches below the ground's surface.
3. Grantor's fences will be restored to a condition equal to or better than the condition that existed prior to pipeline construction.
4. Grantor shall have the right to fully use and enjoy the above-described premises except as to the rights herein contained.
5. Grantee agrees to restore the surface of the ground to the original contour and condition that existed prior to pipeline construction as near as is practical.
6. Downed timber will be pushed to the edge of right of way in piles.
7. Right of way will be re-seeded in 2012 with Rye Grass and in spring of 2013 with a Native Grass mixture.
8. Rocks, roots and timber larger than 4" in diameter will be removed from right-of-way or buried to facilitate re-seeding.
9. Grantee agrees to take necessary measures to prevent soil erosion on right of way.

Exh. "A" 10-11-12

I-2012-009734 Book 2000 Pg 334
11/14/2012 8:00 am Pg 0330-0334
Fee: \$ 21.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

666

#26

AFTER RECORDING RETURN TO:

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

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

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA

COUNTY OF GARVIN

§
§ **KNOW ALL BY THESE PRESENTS:**
§

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 **GARVIN COUNTY, OKLAHOMA:**

SW/4 of Section 36, T3N, 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 native grass mix; (f) burn and/or bury downed timber; and (g) all roadways to be crossed by boring.

1-2015-002537 Book 2095 Pg. 683
04/08/2015 8:00 am Pg 0683-0687
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma



21

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.

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

1-2015-002537 Book 2095 Pg. 685
04/08/2015 8:00 am Pg 0683-0687
Fee \$ 21.00 Doc: \$ 0.00
Lori Fuiks - Garvin County Clerk
State of Oklahoma

STATE OF OKLAHOMA §
COUNTY OF GARVIN §

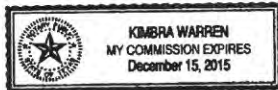
This instrument was acknowledged before me on the 10th day of March, 2015,
by Bill WHITT



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 _____.

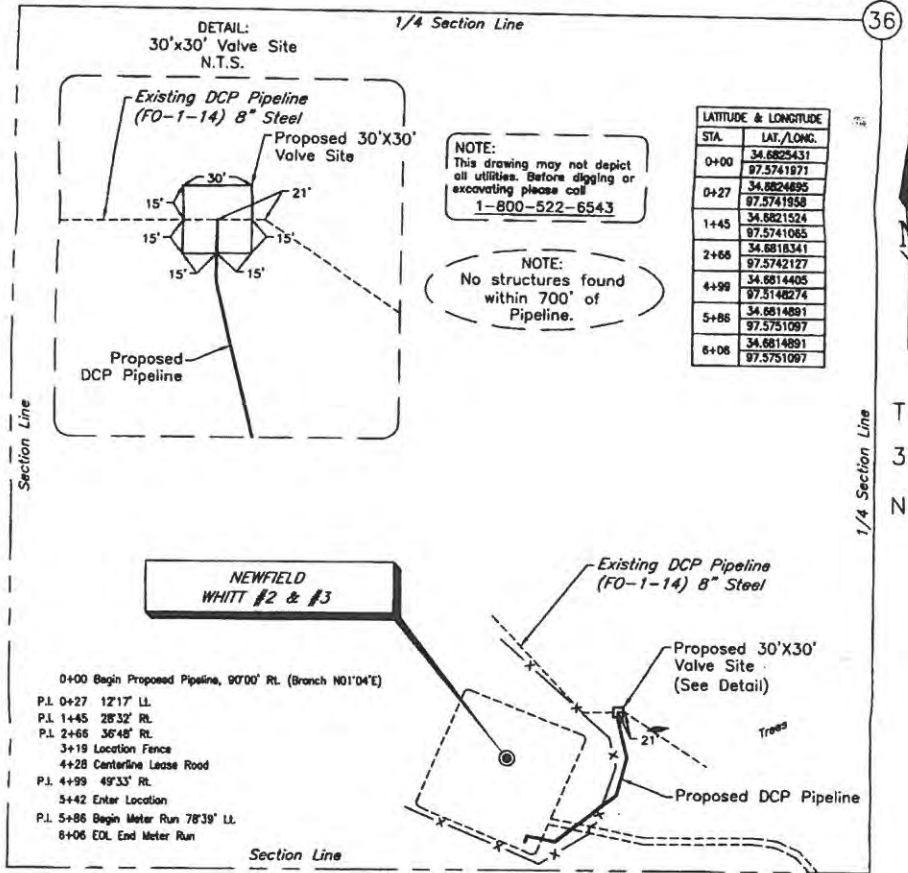
Notary Public, State of _____

AFTER RECORDING RETURN TO:

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

I-2015-002537 Book 2095 Pg: 686
04/08/2015 8:00 am Pg 0683-0687
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

Nature of Work PRELIMINARY SURVEY Date 3/3/15 Line No. NEW
 Asset SOUTHERN OKLAHOMA System SOK Sub System FOX Afe No. 500214350
SW/4 Sec. 36 Twp. 3N Range 4W Co. GARVIN State OK RC No. L282 Sheet No. 1 OF 1
 R4W EXHIBIT 'A'



Remarks

<u>SW/4 SEC. 36 - JIM WHITT</u>	6	5	4	3	2	1
<u>606 FEET OR 36.73 RODS</u>	7	8	9	10	11	12
	EXHIBIT A					
	30	29	28	27	26	25
Signed _____	31	30	29	28	27	26

Group or Corporate Staff Const. & Maint. **dcp Midstream**

RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA }
COUNTY OF GARVIN }

#27

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, **Rush Creek Land & Cattle Company, L.L.C., an Oklahoma Limited Liability Company, of P.O. Box 773, Lindsay, OK 73005**, 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 Garvin, State of Oklahoma, to Wit:

SW/4; of Section 26; NW/4 NW/4; W/2 NE/4 NW/4; of Section 35; S/2 N/2 N/2; N/2 NE/4 NE/4; NE/4 NW/4 NE/4; N/2 SE/4 NE/4; NE/4 SW/4 NE/4; West 528 feet of the NE/4 SE/4 NW/4; All in Section 34, Township 3 North, Range 4 West, Garvin 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

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State of Oklahoma



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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 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 2 day of OCT., 2015.

GRANTOR

GRANTEE
Newfield Exploration Mid-Continent Inc.


Sharon Mae Sublette, Managing Member
of Rush Creek Land & Cattle Company,
L.L.C., an Oklahoma Limited Liability Company

By: 
Justin Few, Agent

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01/04/2016 8:00 am Pg 0327-0332
Fee: \$ 23.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

203

CENTERLINE DESCRIPTION: (DUAL 12" AS-BUILT PIPELINE ROUTE IN SW/4, SECTION 26 AND NW/4, SECTION 35)

A DUAL 12" AS-BUILT PIPELINE ROUTE LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 26 AND THE NORTHWEST QUARTER (NW/4) OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, GARVIN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) at a point South 00°18'32" East a distance of 481.65 feet from the Northwest Corner of said Section 35;

- THENCE North 62°15'43" East a distance of 1024.19 feet;
- THENCE South 63°25'23" East a distance of 330.78 feet;
- THENCE South 80°31'43" East a distance of 269.85 feet;
- THENCE South 62°09'04" East a distance of 513.73 feet;
- THENCE South 76°40'55" East a distance of 61.44 feet to and ending at a point South 76°37'16" West a distance of 679.88 feet from the North Quarter (N/4) Corner of said Section 35.

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 35, Township 3 North, Range 4 West of the Indian Meridian, being North 89°57'28" East as shown on Sheet 5 of 7 attached hereto and made a part thereof.

This description was prepared on December 16, 2015 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

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 Fee: \$ 23.00 Doc: \$ 0.00
 Lori Fulks - Garvin County Clerk
 State of Oklahoma

SURVEYOR'S CERTIFICATE:

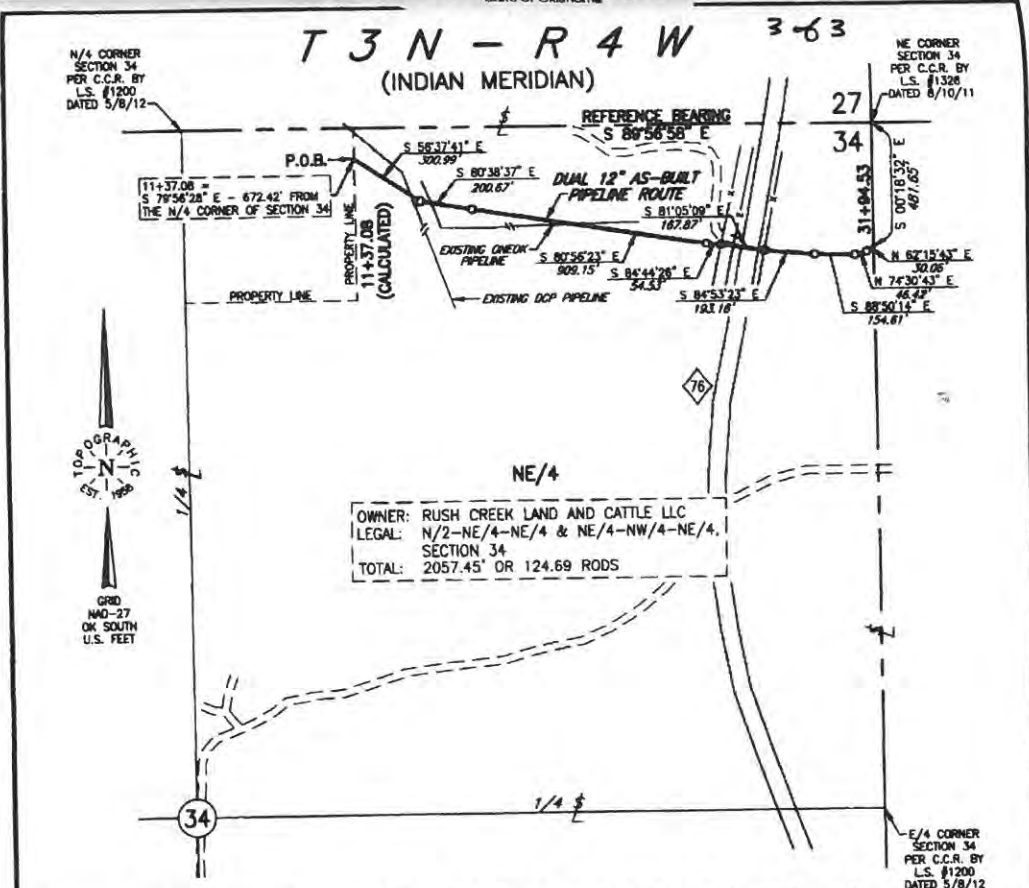
I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

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



This plat was prepared exclusively for				SCALE:	NO SCALE
NEWFIELD EXPLORATION MID-CONTINENT, INC.				DATE:	12-16-15
<small>and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.</small>				INVOICE NO.:	253195
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA <small>6709 N. Classen, Okla. City, OK 73116 (405) 843-4847</small> <small>Certificate of Authorization No. 1283 LS</small>	
SURV. BY:	JM	11-6-15			
DRAWN BY:	RKM				
APPROVED BY:	TH			FILE NAME:	G2140B5A.DWG
				DWG NO.:	114036-G2-140-B5A
				SHEET	5A OF 7

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CENTERLINE DESCRIPTION: (DUAL 12" AS-BUILT PIPELINE ROUTE IN THE N/2-NE/4-NE/4 AND NE/4-NW/4-NE/4)

A DUAL 12" AS-BUILT PIPELINE ROUTE LYING IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (N/2-NE/4-NE/4) AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NE/4-NW/4-NE/4) OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, GARVIN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) at a point South 79°56'28" East a distance of 672.42 feet from the North Quarter (N/4) Corner of said Section 34;

THENCE South 56°37'41" East a distance of 300.99 feet; THENCE South 80°38'37" East a distance of 200.67 feet; THENCE South 80°56'23" East a distance of 909.15 feet; THENCE South 84°44'26" East a distance of 54.53 feet; THENCE South 81°05'09" East a distance of 167.87 feet; THENCE South 84°53'23" East a distance of 193.16 feet; THENCE South 88°50'14" East a distance of 154.61 feet; THENCE North 74°30'43" East a distance of 46.42 feet; THENCE North 62°15'43" East a distance of 30.06 feet to and ending at a point South 00718'32" East a distance of 481.65 feet from the Northeast Corner of said Section 34.

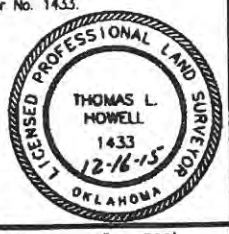
The Basis of Bearing for this description is Grid, NAD-27, Oklahoma South Zone, U.S. Feet. The reference bearing is the north line of the NE/4 of Section 34, Township 3 North, Range 4 West of the Indian Meridian, being South 89°56'58" East as shown above attached hereto and made a part thereof.

This description was prepared on December 16, 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				SCALE: 1" = 500'
NEWFIELD EXPLORATION MID-CONTINENT, INC.				DATE: 12-16-15
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.				INVOICE NO.: 253195
SURVEYING AND MAPPING BY				FILE NAME: G2140B4.DWG
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA				DWG NO.: 114036-G2-140-B4
6709 N. Classen, Okla. City, OK. 73116 (405) 843-4847				SHEET 4 OF 7
Certificate of Authorization No. 1293 LS				
NO.	REVISION	DATE	BY	
SURV. BY: JM			11-6-15	
DRAWN BY: RKM				
APPROVED BY: TH				

RIGHT OF WAY AGREEMENT

#28

STATE OF OKLAHOMA }
COUNTY OF GARVIN }

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 Garvin, State of Oklahoma, to Wit:

E/2; E/2 NE/4 NW/4; of Section 35 and W/2 of Section 36, all in Township 3 North, Range 4 West, Garvin 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 building or other structures over or within the easement of said pipelines, including the planting of trees, and not

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Fee: \$ 27.00 Doc: \$ 0.00
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State of Oklahoma



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 1st day of October, 2015.

1-2016-00023 Book 2124 Pg 334
01/04/2016 8:00 am Pg 0333-0340
Fee \$ 27.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

GRANTOR

GRANTEE

Newfield Exploration Mid-Continent Inc.

Jim Whitt aka Jimmy Ray Whitt

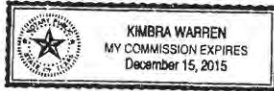
By: Justin Few, Agent

Bill Whitt aka Billy Lee Whitt

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Smith §

This agreement was acknowledged before me on this 7 day of October, 2015, by **Jim Whitt aka Jimmy Ray Whitt.**

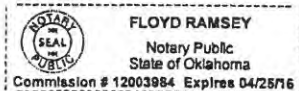


Kimbra Warren
Notary Public, State of Texas

My Commission Expires: 12.15.15

STATE OF OKLAHOMA §
 §
COUNTY OF STEPHENS §

This agreement was acknowledged before me this 6 day of OCT., 2015, by **Bill Whitt aka Billy Lee Whitt.**



Floyd Ramsey
Notary Public in and for the State of Oklahoma

My Commission Expires: _____

STATE OF OKLAHOMA §
 §
COUNTY OF PITTSBURG §

This agreement was acknowledged before me this 25th day of October, 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: _____

T 3 N - R 4 W
(INDIAN MERIDIAN)

184

NW CORNER
SECTION 36
PER C.C.R. BY
L.S. #1197
DATED 10/17/97

S 00°02'45" W
454.66'

P.O.B.

87+88.30

REFERENCE BEARING
S 00°02'45" W

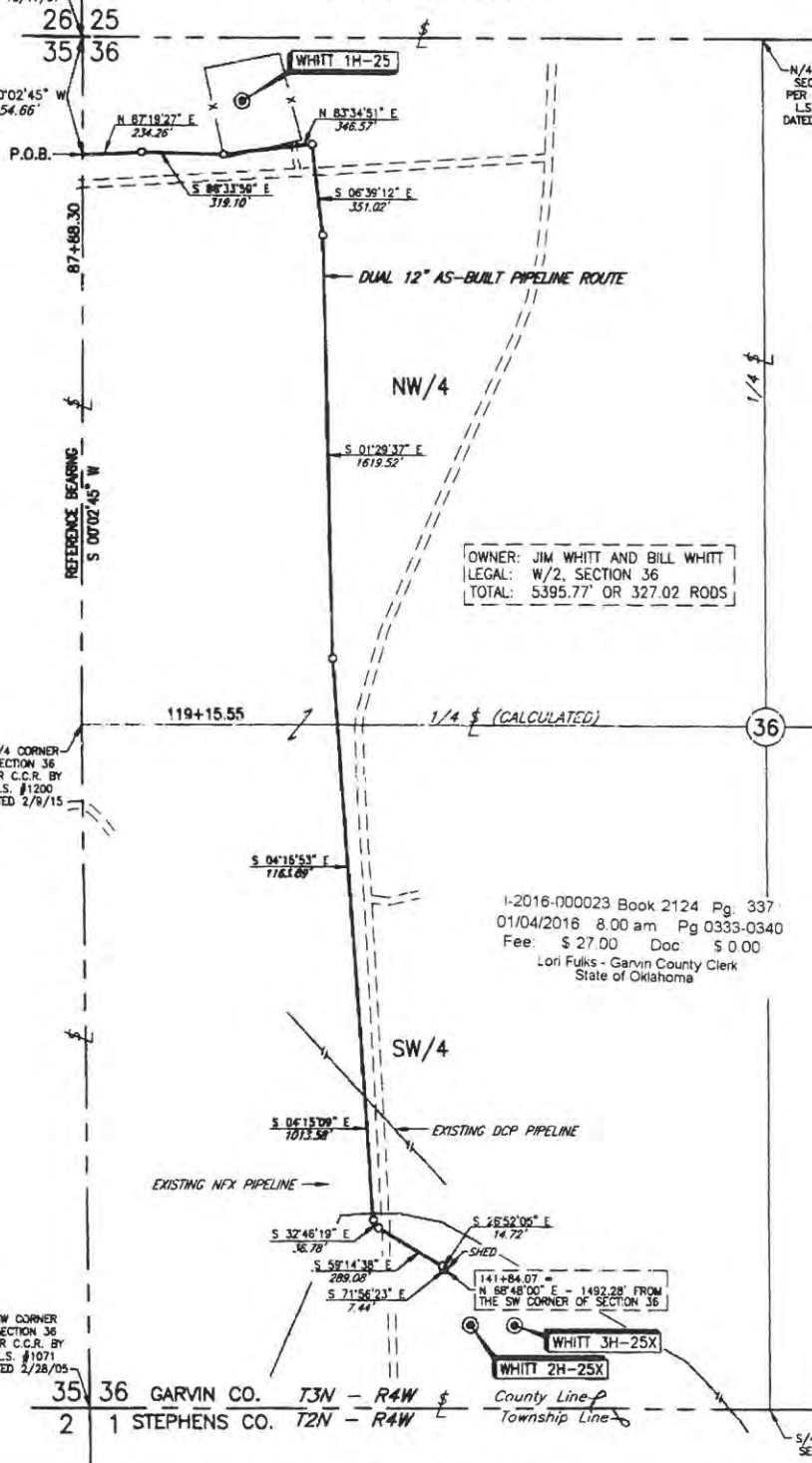
W/4 CORNER
SECTION 36
PER C.C.R. BY
L.S. #1200
DATED 2/8/15

SW CORNER
SECTION 36
PER C.C.R. BY
L.S. #1071
DATED 2/28/05

N/4 CORNER
SECTION 36
PER C.C.R. BY
L.S. #1326
DATED 8/10/11



GRID
NAD-27
OK SOUTH
U.S. FEET



OWNER: JIM WHITT AND BILL WHITT
LEGAL: W/2, SECTION 36
TOTAL: 5395.77' OR 327.02 RODS

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Fee: \$ 27.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

35 36 GARVIN CO. T3N - R4W
2 1 STEPHENS CO. T2N - R4W
County Line
Township Line

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: 12-16-15
NO.	REVISION	DATE	BY	INVOICE NO.: 253195
SURV. BY: JM 11-6-15				FILE NAME: G2140B7.DWG
DRAWN BY: RKM				DWG NO.: 114036-G2-140-B7
APPROVED BY: TH				SHEET 7 OF 7

SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6709 N. Classon, Okla. City, OK. 73116 (405) 843-4847
Certificate of Authorization No. 1293 LS

2 of 4

CENTERLINE DESCRIPTION: (DUAL 12" AS-BUILT PIPELINE ROUTE IN THE W/2)
A DUAL 12" AS-BUILT PIPELINE ROUTE LYING IN THE WEST HALF (W/2) OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, GARVIN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) at a point South 00°02'45" West a distance of 454.65 feet from the Northwest Corner of said Section 36;
THENCE North 87°19'27" East a distance of 234.26 feet;
THENCE South 88°33'59" East a distance of 319.10 feet;
THENCE North 83°34'51" East a distance of 346.57 feet;
THENCE South 06°39'12" East a distance of 351.02 feet;
THENCE South 01°29'37" East a distance of 1619.52 feet;
THENCE South 04°15'53" East a distance of 1163.69 feet;
THENCE South 04°15'09" East a distance of 1013.58 feet;
THENCE South 32°46'19" East a distance of 36.78 feet;
THENCE South 59°14'38" East a distance of 289.08 feet;
THENCE South 26°52'05" East a distance of 14.72 feet;
THENCE South 71°56'23" East a distance of 7.44 feet to and ending at a point North 68°48'00" East a distance of 1492.28 feet from the Southwest Corner of said Section 36.

The Basis of Bearing for this description is Grid, NAD-27, Oklahoma South Zone, U.S. Feet. The reference bearing is the west line of the NW/4 of Section 36, Township 3 North, Range 4 West of the Indian Meridian, being South 00°02'45" West as shown on Sheet 7 of 7 attached hereto and made a part thereof.

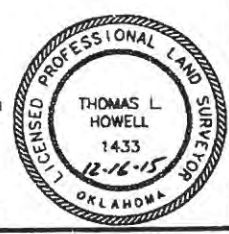
This description was prepared on October 6, 2015 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

I-2016-000023 Book 2124 Pg. 338
01/04/2016 8:00 am Pg 0333-0340
Fee: \$ 27.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

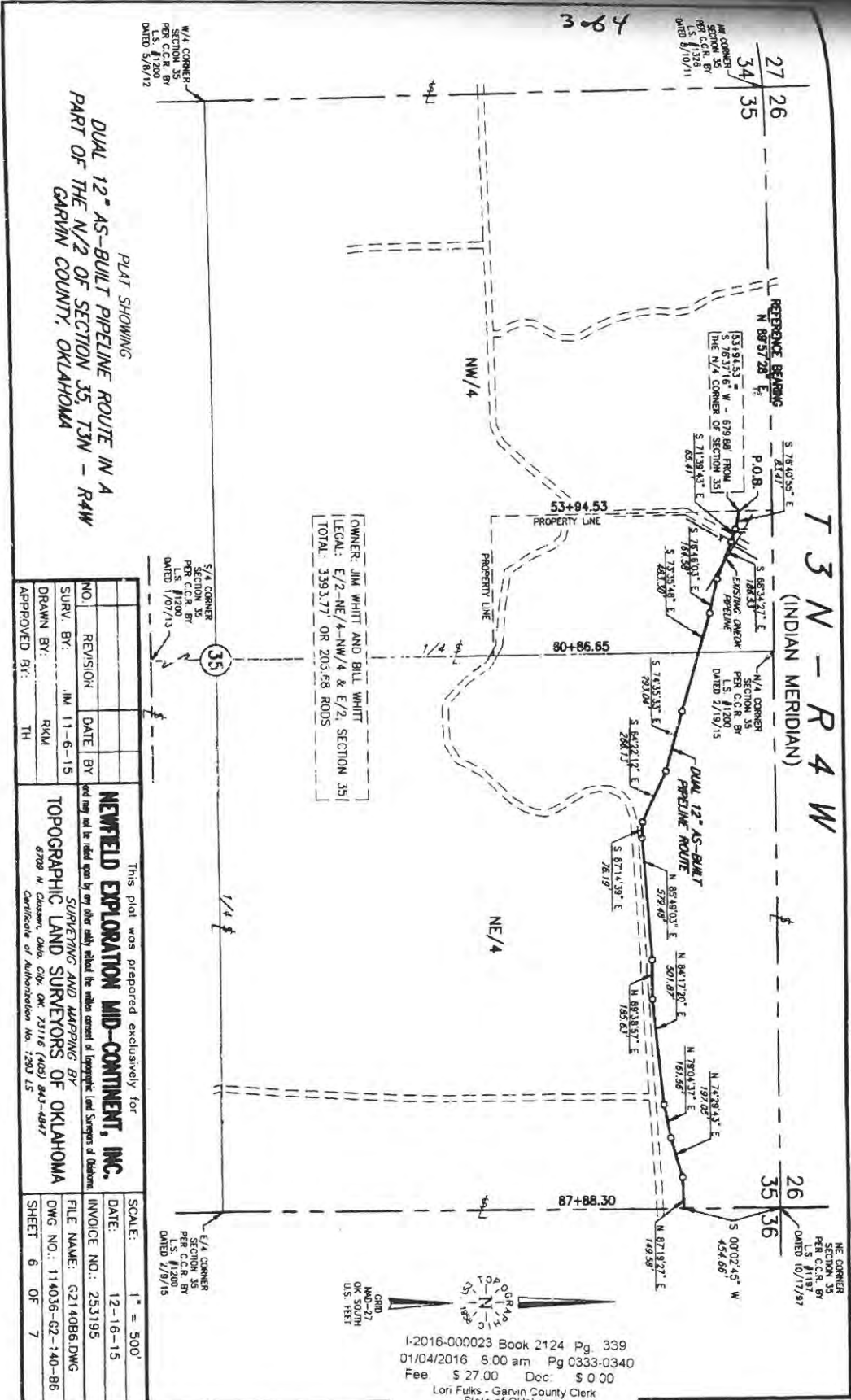
SURVEYOR'S CERTIFICATE:

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				SCALE:	NO SCALE
NEWFIELD EXPLORATION MID-CONTINENT, INC.				DATE:	12-16-15
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.				INVOICE NO.:	253195
SURVEYING AND MAPPING BY				FILE NAME:	G2140B7A.DWG
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA				DWG NO.:	114036-G2-140-B7A
6709 N. Classen, Okla. City, OK. 73116 (703) 843-4847				SHEET	7A OF 7
Certificate of Authorization No. 1283 LS					
NO.	REVISION	DATE	BY		
		JM 11-6-15			
DRAWN BY:			RKM		
APPROVED BY:			TH		



PLAT SHOWING
 DUAL 12" AS-BUILT PIPELINE ROUTE IN A
 PART OF THE N/2 OF SECTION 35, T3N - R4W
 GARVIN COUNTY, OKLAHOMA

OWNER: JIM WHITT AND BILL WHITT
 LEGAL: E/2-NE/4-NW/4 & E/2, SECTION 35
 TOTAL: 3393.77 OR 203.68 RODS

NO.	REVISION	DATE	BY
SURV. BY:	JM	11-6-15	
DRAWN BY:	RKM		
APPROVED BY:	TH		

This plat was prepared exclusively for
NEWFIELD EXPLORATION MID-CONTINENT, INC.
 SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
 8708 N. Coasen, Okla. City, OK 73116 (405) 843-6847
 Certificate of Authorization No. 7290 LS

SCALE:	1" = 500'
DATE:	12-16-15
INVOICE NO.:	253195
FILE NAME:	G2140B6.DWG
DWG NO.:	114036-02-140-88
SHEET:	6 OF 7

1-2016-000023 Book 2124 Pg 339
 01/04/2016 8:00 am Pg 0333-0340
 Fee \$ 27.00 Doc \$ 0.00
 Lori Fuiks - Garvin County Clerk
 State of Oklahoma

404

CENTERLINE DESCRIPTION: (DUAL 12" AS-BUILT PIPELINE ROUTE IN THE E/2-NE/4-NW/4 AND E/2)
A DUAL 12" AS-BUILT PIPELINE ROUTE LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (E/2-NE/4-NW/4) AND THE EAST HALF (E/2) OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, GARVIN COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) at a point South 76°37'16" West a distance of 679.88 feet from the North Quarter (N/4) Corner of said Section 35;

- THENCE South 76°40'55" East a distance of 83.41 feet;
- THENCE South 71°39'43" East a distance of 65.41 feet;
- THENCE South 68°34'27" East a distance of 186.53 feet;
- THENCE South 76°46'03" East a distance of 164.58 feet;
- THENCE South 73°35'48" East a distance of 483.30 feet;
- THENCE South 74°35'33" East a distance of 293.04 feet;
- THENCE South 64°22'12" East a distance of 266.13 feet;
- THENCE South 87°14'39" East a distance of 76.19 feet;
- THENCE North 85°49'03" East a distance of 579.48 feet;
- THENCE North 89°38'57" East a distance of 185.63 feet;
- THENCE North 84°17'20" East a distance of 501.87 feet;
- THENCE North 79°04'37" East a distance of 161.56 feet;
- THENCE North 74°29'43" East a distance of 197.05 feet;
- THENCE North 87°19'27" East a distance of 149.58 feet to and ending at a point South 00°02'45" West a distance of 454.66 feet from the Northeast Corner of said Section 35.

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 35, Township 3 North, Range 4 West of the Indian Meridian, being North 89°57'28" East as shown on Sheet 6 of 7 attached hereto and made a part thereof.

This description was prepared on December 16, 2015 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

I-2016-000023 Book 2124 Pg. 340
01/04/2016 8:00 am Pg 0333-0340
Fee: \$ 27.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

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		SCALE:	NO SCALE
				NEWFIELD EXPLORATION MID-CONTINENT, INC.		DATE:	12-16-15
				and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.		INVOICE NO.:	253195
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classen, Okla. City, OK 73116 (405) 843-4847 Certificate of Authorization No. 1293 LS		FILE NAME:	G2140B6A.DWG
SURV. BY:	JM	11-6-15				DWG NO.:	114036-G2-140-B6A
DRAWN BY:	RKM					SHEET	6A OF 7
APPROVED BY:	TH						

74

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 24 day of MARCH, 2015.

I-2016-000024 Book 2124 Pg. 342
01/04/2016 8:00 am Pg 0341-0345
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

GRANTOR

GRANTEE

Newfield Exploration Mid-Continent Inc.

Jim Whitt aka Jimmy Ray Whitt
Jim Whitt aka Jimmy Ray Whitt

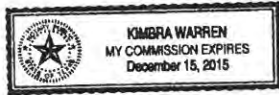
By: Justin Few, Agent

Bill Whitt aka Billy Lee 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

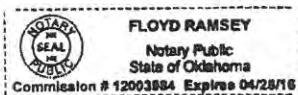
My Commission Expires: December 15, 2015

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: _____



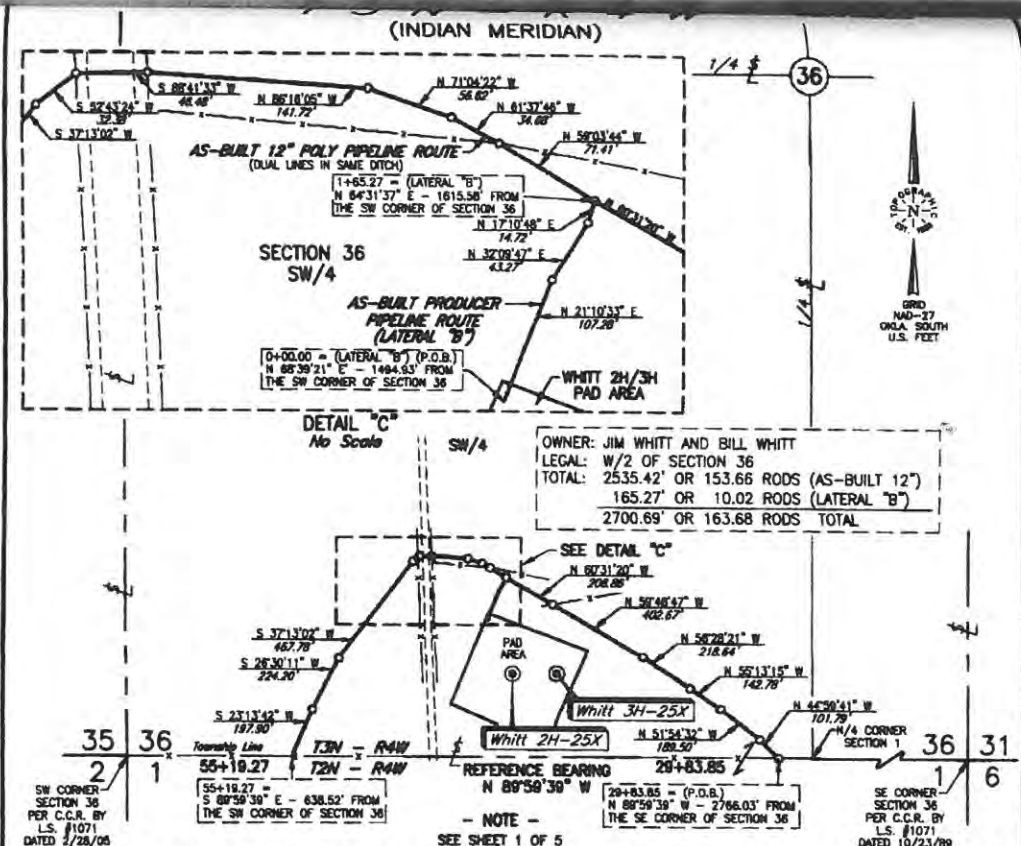
1-2016-000024 Book 2124 Pg: 343
01/04/2016 8:00 am Pg 0341-0345
Fee: \$ 21.00 Doc: \$ 0.00
Lon Fulks - Garvin County Clerk
State of Oklahoma

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.

 BREND A. RUSSELL
Notary Public
State of Oklahoma
Commission # 07009790 Expires 10/19/18

Brenda R. Russell
Notary Public in and for the State of Oklahoma
My Commission Expires: _____



CENTERLINE DESCRIPTION: (AS-BUILT DUAL 12" POLY PIPELINE ROUTE IN THE W/2 OF SECTION 36)
 AN AS-BUILT DUAL 12" POLY PIPELINE ROUTE LYING IN THE WEST HALF (W/2) OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, STEPHENS COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
 BEGINNING (P.O.B.) at a point North 89°59'39" West a distance of 2766.03 feet from the Southeast Corner of said Section 36;
 THENCE North 44°59'41" West a distance of 101.79 feet; THENCE North 51°54'32" West a distance of 189.50 feet;
 THENCE North 55°13'15" West a distance of 142.78 feet; THENCE North 56°28'21" West a distance of 218.64 feet; THENCE North 59°48'47" West a distance of 402.67 feet; THENCE North 60°31'20" West a distance of 206.86 feet; THENCE North 59°03'44" West a distance of 71.41 feet; THENCE North 61°37'46" West a distance of 34.68 feet; THENCE North 71°04'22" West a distance of 56.82 feet; THENCE South 86°16'05" West a distance of 141.72 feet; THENCE South 86°41'33" West a distance of 46.48 feet; THENCE South 52°43'24" West a distance of 32.38 feet; THENCE South 37°13'02" West a distance of 467.78 feet; THENCE South 26°30'11" West a distance of 224.20 feet; THENCE South 23°13'42" West a distance of 197.90 feet to and ending at a point South 89°59'39" East a distance of 638.52 feet from the Southwest Corner of said Section 1.

TOGETHER WITH:
 AN AS-BUILT PIPELINE ROUTE LYING IN THE WEST HALF (W/2) OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, STEPHENS COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
 BEGINNING at a point North 88°39'21" East a distance of 1494.93 feet from the Southwest Corner of said Section 36;
 THENCE North 21°10'33" East a distance of 107.28 feet; THENCE North 32°09'47" East a distance of 43.27 feet; THENCE North 17°10'48" East a distance of 14.72 feet to and ending at a point North 64°31'37" East a distance of 1615.58 feet from the Southwest Corner of said Section 36.
 The Basis of Bearing for this description is Grid, NAD-27, Oklahoma South Zone, U.S. Feet.
 The reference bearing is the south line of the SW/4 of Section 36, Township 3 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
NO. REVISION DATE BY				DATE: 8-20-15
SURVEY BY: JW 7-27-15				INVOICE NO.: 247819
DRAWN BY: RKM				FILE NO.: G2115B2.DWG
APPROVED BY: TH				DWG. NO.: 114033-G2-115-B2
SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classon, Okla. City, OK 73116 (405) 843-4847 Certificate of Authorization No. 1293 LS				SHEET 2 OF 5

106

I-2016-001916 Book 2131 Pg: 697
03/14/2016 8:00 am Pg 0696-0700
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

The Right-of-Way agreement may be signed in counter parts with the same effect as if each named Grantor signed one agreement.

EXECUTED this the 12 day of January, 2016.

JIM WHITT 

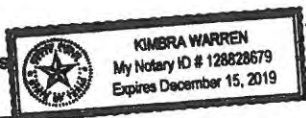
BILL WHITT

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Smith) SS:

This instrument was acknowledged before me on January 12, 2016 by JIM WHITT.

My commission expires December 15, 2019



Kimbra Warren
Notary Public

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
COUNTY OF GARVIN) SS:

This instrument was acknowledged before me on _____ by BILL WHITT.

My commission expires: _____

Notary Public

AFE 22466A01

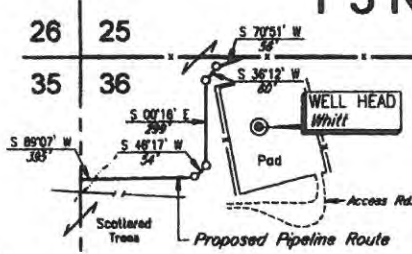
Tract 7

Draft 39760, 39761

RW # 116e34 001

EXHIBIT "A"

T 3 N - R 4 W



TRACT #7

OWNER: JM AND BILL WHITT
 LEGAL: NW/4 SECTION 36
 TOTAL: 854 OR 52.36 RODS

NW/4

94-53 N-S E (Calc.)
 94-03 E NE/SW Drain

D.L. 90-58 J. 47-57 J.L.
 D.L. 90-14 J. 46-53 J.L.
 D.L. 87-40 J. 39-57 J.L.
 D.L. 85-108 E. 31-5 E. 1/4 E. 1/4
 Enter Scattered Trees

36

PLAT SHOWING
 PROPOSED PIPELINE ROUTE IN THE
 NW/4 OF SECTION 36, T3N - R4W
 GARVIN COUNTY, OKLAHOMA

NOTES:

- This drawing is for the purpose of depicting a pipeline route and does not represent a boundary survey.
- Ownership information provided by client

NOTE:

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

ELL

					SCALE: 1"=500'
					DATE: 12/17/15
NO.	REVISION	DATE	BY	<p>1330 SW 89th Street, Bldg. C-3 Oklahoma City, OK (405) 602-7718 www.cimarron.com</p>	JOB NO.: 1508143
SURVEYED BY: D.D.					DWG. NO.: 1508.143TR7
DRAWN BY: T.A.W.					AFE. NO: 22466A01
APPROVED BY: D.M.D.					SHEET 7 OF 12

"EXHIBIT B"

This Exhibit "B" is attached hereto and made a part hereof to the certain Right-of-Way agreement dated, January 6, 2016 between ENABLE GAS GATHERING LLC, an Oklahoma Limited Liability Company Grantee, and Jim and Bill Whitt as Grantor.

1. During construction, Grantee will segregate said topsoil from the subsoil and after the pipeline has been installed, the topsoil shall be replaced to as near its original position relative to the subsoil.
2. If Grantee fails to use or maintain said pipelines for a period of three years, the right of way herein granted shall terminate and revert to the surface owner of record.
3. Grantee agrees to re-seed the tree area with Bermuda grass seed and a wheat/rye mix to hold soil until Bermuda can become established.
4. All fences that will be cut shall be H-braced with Steel H – braces.
5. Grantee hereby agrees to indemnify and save harmless the Grantor and defend against any and all claims for liability, for any injury, including death, or damages to any persons or property occurring in, on or about the right of way, or any part thereof, resulting from construction, operation, and maintenance of the pipeline by Grantee, except where such claims result from the acts, omissions, and negligence of Grantor, its agents, contractors, servants or employees.
6. Trees that are removed from the easement shall be burned and buried. Grantee shall take additional precautions to avoid fire spreading during the burn.
7. Grantee shall be responsible for any erosion which may occur as a result of construction, operation, or maintenance of pipelines. Grantee shall repair erosion in a timely manner, after written notice of any such problem.
8. Grantee shall be responsible for rebuilding any terraces that are disturbed during construction of said pipeline and the Right-of-Way shall be left in as good or better condition as reasonably possible before construction of said pipelines.

116634 001

I-2016-001916 Book 2131 Pg: 700
03/14/2016 8:00 am Pg 0696-0700
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

9. **No above ground appurtenances will be placed with the easement except markers and vent pipes, but they must be placed in fence rows or on top of creek banks required by federal or state laws.**

10. **Grantee shall avoid entering cultivated land during wet weather to avoid rutting hay and wheat fields; however, Grantor acknowledges and understands that Grantee has an in-service date to meet, and conditions for construction may not be favorable or feasible in his opinion. In the event that work occurs in the aforementioned manner, Grantee shall perform satisfactory restoration(s) practices until the ROW is conforming with lands immediately adjacent.**

11. **No hunting, fishing or other outdoor activities are allowed on the property. Grantee shall stay on easement unless permission is granted by Grantor**

11663400)

111

I-2016-001917 Book 2131 Pg: 702
03/14/2016 8:00 am Pg 0701-0705
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

The Right-of-Way agreement may be signed in counter parts with the same effect as if each named Grantor signed one agreement.

EXECUTED this the 8th day of JANUARY 2016.

JIM WHITT

Bill Whitt

BILL WHITT

ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS:
COUNTY OF)

This instrument was acknowledged before me on _____ by
JIM WHITT .

Notary Public

My commission expires:

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF GARVIN)

This instrument was acknowledged before me on JANUARY 8, 2016 by
BILL WHITT .

Chuck Gray

Notary Public

My commission expires:
9/11/18



AFE 22486A01

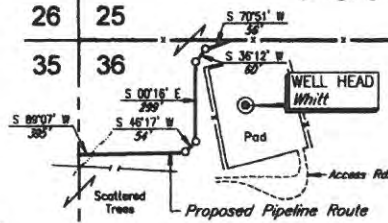
Tract 7

Draft 39760, 39761

R/W # 116634002

EXHIBIT "A"

T 3 N - R 4 W



TRACT #7
 OWNER: JIM AND BILL WHITT
 LEGAL: NW/4 SECTION 36
 TOTAL: 864 OR 52.36 RODS

NW/4

94+03 N-S (cont.)
 94+03 E NE/3SW Drain

P.L. 89+58 K 1276' RT
 P.L. 90+04 K 46'33' RT
 P.L. 90+10 K 38'28' LL
 P.L. 87+05 K 34'30' LL
 P.L. 88+55 E-W & F.C. Enter Trees
 P.L. 85+89 E-W & F.C. Enter Scattered Trees

36

PLAT SHOWING
**PROPOSED PIPELINE ROUTE IN THE
 NW/4 OF SECTION 36, T3N - R4W
 GARVIN COUNTY, OKLAHOMA**

- NOTES:
- The drawing is for the purpose of depicting a pipeline route and does not represent a boundary survey.
 - Ownership information provided by client.

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

				SCALE: 1"=500'
				DATE: 12/17/15
				JOB NO.: 1508143
				DWG. NO.: 1508.143TR7
				AFE. NO.: 22466A01
				SHEET 7 OF 12
NO.	REVISION	DATE	BY	
SURVEYED BY: D.D.				
DRAWN BY: T.A.W.				
APPROVED BY: D.M.D.				

ENABLE *cc*
 MIDSTREAM PARTNERS
 116634 002

CIMARRON
 SURVEYING & MAPPING CO.
 1530 SW 89th Street, Bldg. C7
 Oklahoma City, OK
 (405) 692-7348
 www.cimsurvey.com
 C.A. No. 1788 Expires June 30, 2016

"EXHIBIT B"

This Exhibit "B" is attached hereto and made a part hereof to the certain Right-of-Way agreement dated, January 6, 2016 between ENABLE GAS GATHERING LLC, an Oklahoma Limited Liability Company Grantee, and Jim and Bill Whitt as Grantor.

1. During construction, Grantee will segregate said topsoil from the subsoil and after the pipeline has been installed, the topsoil shall be replaced to as near its original position relative to the subsoil.
2. If Grantee fails to use or maintain said pipelines for a period of three years, the right of way herein granted shall terminate and revert to the surface owner of record.
3. Grantee agrees to re-seed the tree area with Bermuda grass seed and a wheat/rye mix to hold soil until Bermuda can become established.
4. All fences that will be cut shall be H-braced with Steel H – braces.
5. Grantee hereby agrees to indemnify and save harmless the Grantor and defend against any and all claims for liability, for any injury, including death, or damages to any persons or property occurring in, on or about the right of way, or any part thereof, resulting from construction, operation, and maintenance of the pipeline by Grantee, except where such claims result from the acts, omissions, and negligence of Grantor, its agents, contractors, servants or employees.
6. Trees that are removed from the easement shall be burned and buried. Grantee shall take additional precautions to avoid fire spreading during the burn.
7. Grantee shall be responsible for any erosion which may occur as a result of construction, operation, or maintenance of pipelines. Grantee shall repair erosion in a timely manner, after written notice of any such problem.
8. Grantee shall be responsible for rebuilding any terraces that are disturbed during construction of said pipeline and the Right-of-Way shall be left in as good or better condition as reasonably possible before construction of said pipelines.

116634 002

I-2016-001917 Book 2131 Pg: 705
03/14/2016 8:00 am Pg 0701-0705
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

9. **No above ground appurtenances will be placed with the easement except markers and vent pipes, but they must be placed in fence rows or on top of creek banks required by federal or state laws.**
10. **Grantee shall avoid entering cultivated land during wet weather to avoid rutting hay and wheat fields; however, Grantor acknowledges and understands that Grantee has an in-service date to meet, and conditions for construction may not be favorable or feasible in his opinion. In the event that work occurs in the aforementioned manner, Grantee shall perform satisfactory restoration(s) practices until the ROW is conforming with lands immediately adjacent.**
11. **No hunting, fishing or other outdoor activities are allowed on the property. Grantee shall stay on easement unless permission is granted by Grantor**

116634002

116

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 pushod 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.

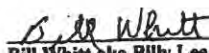
Executed this 25 day of February, 2016.

GRANTOR

GRANTEE
Newfield Exploration-Mid-Continent Inc.

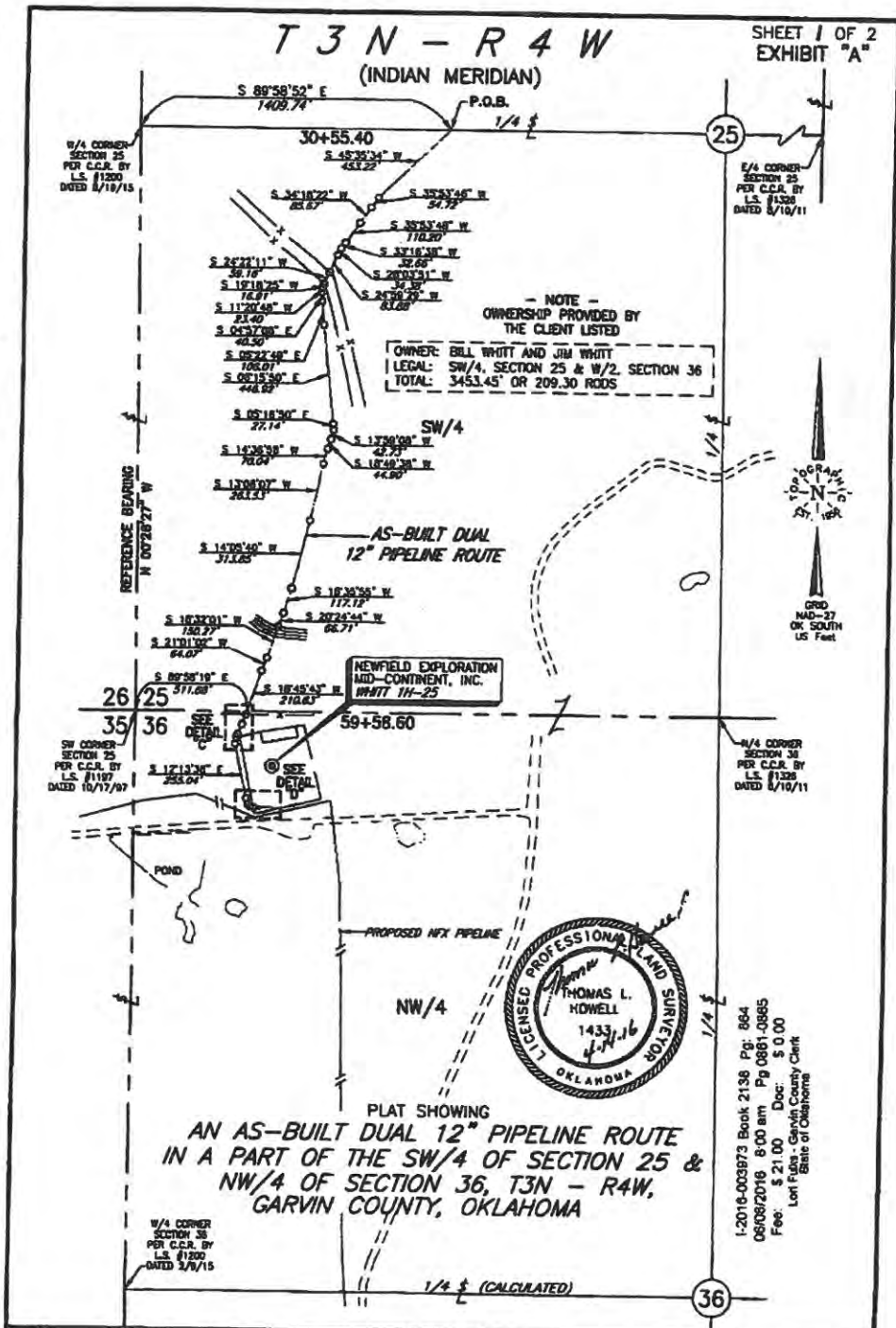

Jim Whitt aka Jimmy Ray Whitt

By: 
Justin Eew, Agent


Bill Whitt aka Billy Lee Whitt

T 3 N - R 4 W
(INDIAN MERIDIAN)

SHEET 1 OF 2
EXHIBIT "A"

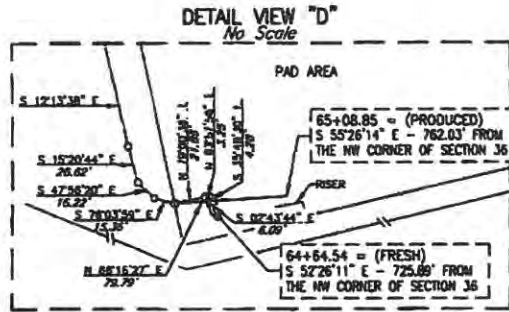


This plat was prepared exclusively for				SCALE: 1" = 500'
NEWFIELD EXPLORATION MID-CONTINENT, INC.				DATE: 4-13-16
and may not be used upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma				INVOICE NO.: 258756
NO.	REVISION	DATE	BY	FILE: G215982.DWG
				DWG. NO.: 114033-C2-159-82
SURVEY BY: JM 4-5-16				SHEET 2 OF 2
DRAWN BY: JGW				
APPROVED BY: TH				
SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6708 W. Cassman, Okla. City, OK 73116 (405) 643-4047 Certificate of Authorization No. 1283 LS				

T 3 N - R 4 W

(INDIAN MERIDIAN)

SHEET 2 OF 2
EXHIBIT "A"



CENTERLINE DESCRIPTION: (AS-BUILT DUAL 12" PIPELINE ROUTE IN A PART OF THE SW/4 OF SECTION 25 & THE NW/4 OF SECTION 36)

AN AS-BUILT DUAL 12" PIPELINE ROUTE LYING IN PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25 AND THE NORTHWEST QUARTER (NW/4) OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, GARVIN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) at a point South 89°58'52" East, a distance of 1409.74 feet from the West Quarter (W/4) Corner of said Section 25;

- THENCE South 45°35'34" West a distance of 453.22 feet; THENCE South 35°53'43" West a distance of 54.72 feet;
- THENCE South 34°18'22" West a distance of 85.67 feet; THENCE South 35°53'48" West a distance of 110.20 feet;
- THENCE South 33°16'38" West a distance of 32.86 feet; THENCE South 28°03'51" West a distance of 34.38 feet;
- THENCE South 24°59'29" West a distance of 83.88 feet; THENCE South 24°22'11" West a distance of 59.16 feet;
- THENCE South 19°18'25" West a distance of 16.91 feet; THENCE South 11°20'48" West a distance of 23.40 feet;
- THENCE South 04°57'08" East a distance of 40.50 feet; THENCE South 05°22'49" East a distance of 106.01 feet;
- THENCE South 06°15'50" East a distance of 446.92 feet; THENCE South 05°16'50" East a distance of 27.14 feet;
- THENCE South 13°59'08" West a distance of 42.73 feet; THENCE South 18°49'38" West a distance of 44.90 feet;
- THENCE South 14°36'58" West a distance of 70.04 feet; THENCE South 13°06'07" West a distance of 263.53 feet;
- THENCE South 14°05'40" West a distance of 313.85 feet; THENCE South 16°35'55" West a distance of 117.12 feet;
- THENCE South 20°24'44" West a distance of 86.71 feet; THENCE South 18°32'01" West a distance of 150.27 feet;
- THENCE South 21°01'02" West a distance of 64.07 feet; THENCE South 18°45'43" West a distance of 210.63 feet;
- THENCE South 21°29'06" West a distance of 48.33 feet; THENCE South 22°03'04" West a distance of 49.72 feet;
- THENCE South 23°48'15" West a distance of 15.12 feet; THENCE South 09°06'30" West a distance of 28.61 feet;
- THENCE South 12°13'38" East a distance of 255.04 feet; THENCE South 15°20'44" East a distance of 26.62 feet;
- THENCE South 47°56'20" East a distance of 16.22 feet; THENCE South 76°03'59" East a distance of 15.36 feet;
- THENCE North 86°16'27" East a distance of 79.79 feet to and ending at a point South 55°26'14" East a distance of 762.03 feet from the Northwest Corner of said Section 36.

The Basis of Bearing for this description is Grid, NAD-27, Oklahoma South Zone, U.S. Feet.
The reference bearing is the West Line of the SW/4 of Section 25, Township 3 North, Range 4 West of the Indian Meridian, being North 00°26'27" West as shown on sheet 2 of 2, attached hereto and made a part thereof.

This description was prepared on April 14, 2016 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

1-2016-003873 Book 2138 Pg. 885
09/08/2016 8:00 am Pg 0881-0885
Fee \$ 21.00 Doc. \$ 0.00
Lori Fuhs - Garvin County Clerk
State of Oklahoma

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: 1" = 500'
and may not be relied upon by any other party without the written consent of Topographic Land Surveyors of Oklahoma				DATE: 4-13-16
NO.	REVISION	DATE	BY	INVOICE NO.: 258756
SURVEY BY: JM 4-5-16				FILE: G2159B2.DWG
DRAWN BY: JGW				DWG. NO.: 114033-G2-159-B2
APPROVED BY: TH				SHEET 2A OF 2

TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6709 N. Oklahoma, Okla. City, OK 73116 (405) 843-8817
Certificate of Authorization No. 1283 LS

RURAL ELECTRIC COOPERATIVE, INC.
ELECTRICAL UTILITY EASEMENT

#33

KNOW ALL PEOPLE 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 Garvin County, Oklahoma, more particularly described by legal description below:

NE/4 of Section 35 and NW/4 of Section 36, all in Township 3 North, Range 4 West, Garvin County, Oklahoma,

and to place, construct, operate, repair, maintain, relocate and replace an electric distribution line and associated equipment, whether above ground or below ground, and access 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 20 feet (6.10 meters) 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. Within the above-defined width, REC shall have the right to cut, trim, and/or remove trees, brush and other vegetation or to use or apply industry-accepted means and products to kill trees and brush and maintain a clear area across the full width of the easement. REC shall also have the right to cut or remove 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 REC. The parties recognize that continuing rights of 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 and its employees and agents.

It is further agreed and understood that REC will construct and maintain said electric utility lines in compliance with the directives of the Rural Utilities Service 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 the owner not inconsistent with this easement.

Those who have signed this Easement as Owner declare 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 this Easement as herein set out. The Owner shall not intentionally cause or promote the growth of trees or other vegetation that may interfere with the rights granted in this easement, or unduly restrict access by REC personnel or its agents. The Owner further agrees not to construct buildings or other structures that violate the clearance requirements imposed by the National Electrical Safety Code or other governing bodies having jurisdiction over REC, otherwise the Owner agrees to bear the cost of modifications to the line to maintain said clearances.

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 22 day of May, 2018.

LANDOWNERS

Jim Whitt aka Jimmy Ray Whitt
Trustee of the Jimmy R. Whitt Trust
dated February 25, 2016
Landowner (Print Name, or authorized agent)

Jim Whitt
Signature

Bill Whitt aka Billy Lee Whitt
Landowner (Print Name, or authorized agent)

Bill Whitt
Signature

Scott Henson
REC Representative (Print Name/Title)

Scott Henson
Signature

Work Order # 10442 Map # 15-36-003 Date 5/22/2018



1-2020-003702 Book 2310 Pg: 408
05/26/2020 8:00 am Pg 0408-0410
Fee: \$ 22.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk LO
State of Oklahoma

State of Oklahoma, County of Garvin

The foregoing instrument was acknowledged before me this 22 day of May, 2018

by: **Bill Whitt aka Billy Lee Whitt**, Landowner (or authorized agent)

Billy Lee Whitt
Notary Public My commission expires: 12-12-2021



^{oklahoma}
State of ~~Texas~~, County of: Garvin

The foregoing instrument was acknowledged before me this 23 day of May, 2018

by: **Jim Whitt aka Jimmy Ray Whitt, Trustee of the Jimmy R. Whitt Trust dated February 25, 2016**, Landowner (or authorized agent)

Jim Whitt
Notary Public My commission expires: Oct. 9, 2018



#36

RIGHT OF WAY

THE STATE OF OKLAHOMA

COUNTY OF GARVIN

KNOW ALL MEN BY THESE PRESENTS: that

FOR AND IN CONSIDERATION OF One Hundred & Two & NO/100 Dollars to me paid, the receipt of which is hereby acknowledged, I, Ed Green (GP) do hereby grant and convey to Magnolia Pipe Line Company, a corporation organized under the laws of the State of Texas with its principal office at Dallas, Texas having a permit to do business in the State of Oklahoma its successors and assigns, the right of way, easement and privilege to lay, repair, maintain, operate, and remove pipe lines for the transportation of oil, gas water, or any other fluid or substance, and erect, maintain, and operate in connection therewith a telegraph line and a telephone line if the same be found necessary over and through my lands; described herein, to-wit;

Said lands lying within Garvin county, Oklahoma and described as follows;

- SW/4 Section 25 Township 3 N Range 4 W
- SW/4 Section 26 Township 3 N Range 4 W
- SW/4 Section 36 Township 3 N Range 4 W
- SE/4 Section 35 Township 3 N Range 4 W

with ingress and egress to and from the same.

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

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

Witness my hand this 9th day of June 1927,

Signed and delivered in the presence of the undersigned witnesses; Ed Green

Witnesses; Ed E. Cobb

STATE OF OKLAHOMA COUNTY OF GARVIN: SS

On this 9th day of June 1927, before me the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Ed Green to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) My commission expires 1/21/30

F. M. Bell Notary Public

Filed for Record July 7, 1927 at 6 A. M.

By C. Stevens, Deputy

R. Hoquamore County Clerk

356

153-570

Filed for record July 22 1955, at 8
In Book 445 Page 81 BERNICE DYKEMAN, County Clerk, (R/S) Albo Egan Deputy

X-617-9-62

THE STATE OF OKLAHOMA

County of Garvin

KNOW ALL MEN BY THESE PRESENTS: THAT

FOR AND IN CONSIDERATION of fifty seven hundred and thirty DOLLARS

to us paid, the receipt of which is hereby acknowledged, Emmett Neill
And Thelma Neill of Lindsay, Oklahoma

do hereby grant and convey to MAGNOLIA PIPE LINE COMPANY, a corporation organized under the laws of the State of Texas, with its principal office at Dallas, Texas, having a permit to do business in the State of Oklahoma, its successors and assigns, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair, maintain, remove and operate electric lines, telegraph lines, telephone lines, graphite and steel anodes and other devices for the control of pipe line corrosion,

over, across and through Grantor S lands situated in the County of Garvin and State of Oklahoma, described as follows, to-wit:

NW 1/4 of NE 1/4 Section 35 Township 36 N Range 4 West
Section Township Range
Section Township Range
Section Township Range
Section Township Range
Section Township Range

with ingress and egress to and from the same.

TO HAVE AND TO HOLD unto said Magnolia Pipe Line Company, its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said

Grantor S to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Magnolia Pipe Line Company who hereby agrees to pay any damages which may arise to crops, timber and fences from the laying, erecting, maintaining and operating of said pipe, telegraph, telephone and electric lines; said damages if not mutually agreed upon to be ascertained and determined by three dis-

interested persons, one thereof to be appointed by the said Grantor S, here heirs or assigns; one by Magnolia Pipe Line Company, or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Five Dollars per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipes shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

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

Witness our hand S, this 14 day of July, 1955

Signed and delivered in the presence of the undersigned witnesses: Emmett Neill

Witnesses: Thelma Neill
Wm D Modley

Consideration Less Than \$100.
No Revenue Stamp Required

#37

STATE OF OKLAHOMA

County of Garvin ss:

On this 14th day of July 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Emmett Neill and Thelma Neill

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



Emmett Neill Thelma Neill Notary Public.

STATE OF OKLAHOMA

County of ss:

On this day of 19, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared and

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

Notary Public.

My commission expires

3199 GARVIN COUNTY, OKLAHOMA.

OKLAHOMA

SEEDS K-2132 LINE NO.

RIGHT OF WAY

From

EMMETT & THELMA NEILL

To

Magnolia Pipe Line Company

LINE 2820-C-9

LENGTH 57 RODS

Appr. #2020-C. 4" line

INVENTORY NO. MAP NO.

Wblm

RETURN TO MAGNOLIA PIPE LINE COMPANY FIELD RECORDS DEPARTMENT P. O. BOX 509 DALLAS 1, TEXAS

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA

County of ss:

BEFORE ME, a Notary Public in and for said State, on this day of 19, personally appeared

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

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

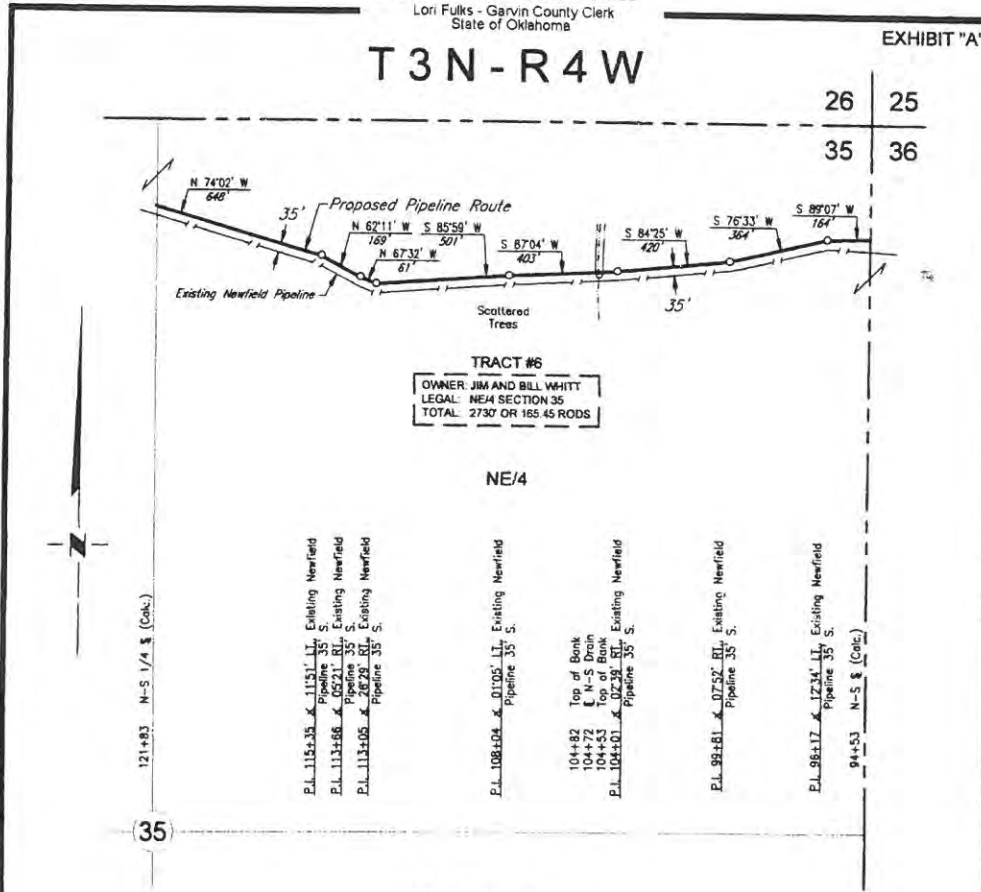
Notary Public.

My commission expires

I-2016-001918 Book 2131 Pg 708
 03/14/2016 8:00 am Pg 0706-0710
 Fee \$ 21.00 Doc: \$ 0.00
 Lori Fulks - Garvin County Clerk
 State of Oklahoma

EXHIBIT "A"

T 3 N - R 4 W



PLAT SHOWING
**PROPOSED PIPELINE ROUTE IN THE
 NE/4 OF SECTION 35, T3N - R4W
 GARVIN COUNTY, OKLAHOMA**

NOTES:
 • This drawing is for the purpose of depicting a pipeline route and does not represent a boundary survey.
 • Ownership information provided by client.

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

NO.	REVISION	DATE	BY	 1570 SW 89th Street, Bldg. C-3 Oklahoma City, OK (405) 692-7348 www.cimarronsurvey.com	SCALE: 1"=500'
SURVEYED BY: D.D.					DATE: 12/17/15
DRAWN BY: T.A.W.					JOB NO.: 1508143
APPROVED BY: D.M.D.					DWG. NO.: 1508.143TR6
					AFE. NO: 22466A01
					SHEET 6 OF 12

"EXHIBIT B"

This Exhibit "B" is attached hereto and made a part hereof to the certain Right-of-Way agreement dated, January 6, 2016 between **ENABLE GAS GATHERING LLC**, an Oklahoma Limited Liability Company Grantee, and Jim and Bill Whitt as Grantor.

1. During construction, Grantee will segregate said topsoil from the subsoil and after the pipeline has been installed, the topsoil shall be replaced to as near its original position relative to the subsoil.
2. If Grantee fails to use or maintain said pipelines for a period of three years, the right of way herein granted shall terminate and revert to the surface owner of record.
3. Grantee agrees to re-seed the tree area with Bermuda grass seed and a wheat/rye mix to hold soil until Bermuda can become established.
4. All fences that will be cut shall be H-braced with Steel H – braces.
5. Grantee hereby agrees to indemnify and save harmless the Grantor and defend against any and all claims for liability, for any injury, including death, or damages to any persons or property occurring in, on or about the right of way, or any part thereof, resulting from construction, operation, and maintenance of the pipeline by Grantee, except where such claims result from the acts, omissions, and negligence of Grantor, its agents, contractors, servants or employees.
6. Trees that are removed from the easement shall be burned and buried. Grantee shall take additional precautions to avoid fire spreading during the burn.
7. Grantee shall be responsible for any erosion which may occur as a result of construction, operation, or maintenance of pipelines. Grantee shall repair erosion in a timely manner, after written notice of any such problem.
8. Grantee shall be responsible for rebuilding any terraces that are disturbed during construction of said pipeline and the Right-of-Way shall be left in as good or better condition as reasonably possible before construction of said pipelines.

116632 001

I-2016-001918 Book 2131 Pg. 710
03/14/2016 8:00 am Pg 0706-0710
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

9. **No above ground appurtenances will be placed with the easement except markers and vent pipes, but they must be placed in fence rows or on top of creek banks required by federal or state laws.**

10. **Grantee shall avoid entering cultivated land during wet weather to avoid rutting hay and wheat fields; however, Grantor acknowledges and understands that Grantee has an in-service date to meet, and conditions for construction may not be favorable or feasible in his opinion. In the event that work occurs in the aforementioned manner, Grantee shall perform satisfactory restoration(s) practices until the ROW is conforming with lands immediately adjacent.**

11. **No hunting, fishing or other outdoor activities are allowed on the property. Grantee shall stay on easement unless permission is granted by Grantor**

116632 001

#39



1-2016-001919 Book 2131 Pg: 711
03/14/2016 8:00 am Pg 0711-0715
Fee \$ 21 00 Doc \$ 0 00
Lor. Fuiks - Garvin County Clerk
State of Oklahoma



RIGHT OF WAY GRANT

STATE OF OKLAHOMA)
COUNTY OF GARVIN) KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **Jim and Bill Whitt**, whose address is 420 Jean Ave. Lindsay, Ok. 73052, hereinafter referred to as GRANTOR, (whether one or more), does hereby grant, bargain, sell and convey unto **ENABLE GAS GATHERING, LLC, an Oklahoma Limited Liability Company**, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning and relaying or removing a pipeline together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Garvin County, Oklahoma to wit:

NORTHEAST QUARTER (NE/4)

Section 35 Township 3N Range 4W

This agreement is for one pipeline only to be buried at least 4 feet below the surface of the ground with a construction easement of 100 feet.

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof and "Exhibit B" also attached hereto and make a part hereof.

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within, said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, their heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

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

AFE 22466A01

Tract 6

Draft 39753, 39759

R/W #

116632 002

I-2016-001919 Book 2131 Pg: 712
03/14/2016 8:00 am Pg 0711-0715
Fee: \$ 21.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

The Right-of-Way agreement may be signed in counter parts with the same effect as if each named Grantor signed one agreement.

EXECUTED this the 8th day of JANUARY, 2016.

JIM WHITT

Bill Whitt

BILL WHITT

ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS:
COUNTY OF)

This instrument was acknowledged before me on _____ by
JIM WHITT .

My commission expires:

Notary Public

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF GARVIN)

This instrument was acknowledged before me on JANUARY 8, 2016 by
BILL WHITT .

My commission expires:
9/11/18



Chuck Gray

Notary Public

AFE 22466A01

Tract 6

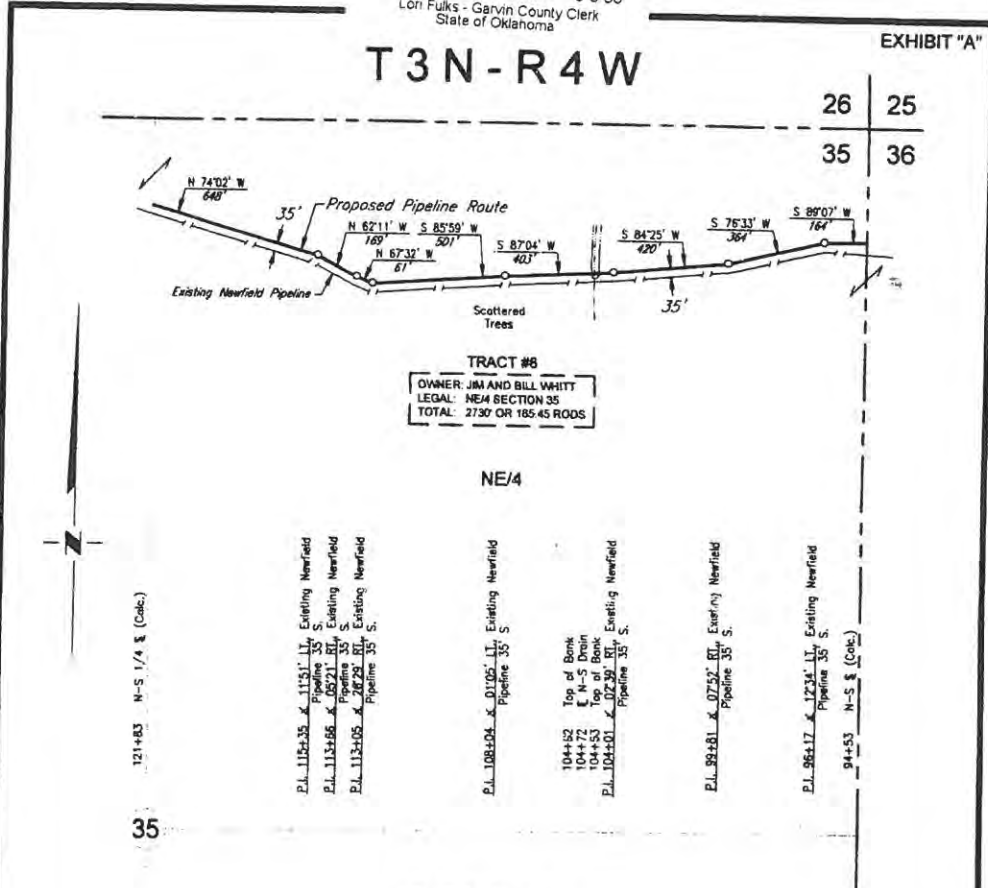
Draft 39753, 39759

R/W # 116632 002

I-2016-001919 Book 2131 Pg 713
 03/14/2016 8:00 am Pg 0711-0715
 Fee \$ 21 00 Doc \$ 0 00
 Lori Fulks - Garvin County Clerk
 State of Oklahoma

EXHIBIT "A"

T 3 N - R 4 W



PLAT SHOWING
**PROPOSED PIPELINE ROUTE IN THE
 NE/4 OF SECTION 35, T3N - R4W
 GARVIN COUNTY, OKLAHOMA**

NOTES:
 • This drawing is for the purpose of depicting a pipeline route and does not represent a boundary survey.
 • Ownership information provided by client.

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

LLC

NO.	REVISION	DATE	BY	 1130 SW 89th Street, Bldg. C7 Oklahoma City, OK (405) 692-7348 WWW.CIMARRONSURVEY.COM C.A. No. 1780 Expires 04-30-2016	SCALE:	1"=500'
SURVEYED BY: D.D.					DATE:	12/17/15
DRAWN BY: T.A.W.					JOB NO.:	1508143
APPROVED BY: D.M.D.					DWG. NO.:	1508.143TR6
					AFE. NO.:	22466A01
					SHEET	6 OF 12

82

1-2016-001919 Book 2131 Pg 714
03/14/2016 8:00 am Pg 0711-0715
Fee: \$ 21 00 Doc: \$ 0 00
Lori Fulks - Garvin County Clerk
State of Oklahoma

"EXHIBIT B"

This Exhibit "B" is attached hereto and made a part hereof to the certain Right-of-Way agreement dated, January 6, 2016 between ENABLE GAS GATHERING LLC, an Oklahoma Limited Liability Company Grantee, and Jim and Bill Whitt as Grantor.

1. During construction, Grantee will segregate said topsoil from the subsoil and after the pipeline has been installed, the topsoil shall be replaced to as near its original position relative to the subsoil.
2. If Grantee fails to use or maintain said pipelines for a period of three years, the right of way herein granted shall terminate and revert to the surface owner of record.
3. Grantee agrees to re-seed the tree area with Bermuda grass seed and a wheat/rye mix to hold soil until Bermuda can become established.
4. All fences that will be cut shall be H-braced with Steel H – braces.
5. Grantee hereby agrees to indemnify and save harmless the Grantor and defend against any and all claims for liability, for any injury, including death, or damages to any persons or property occurring in, on or about the right of way, or any part thereof, resulting from construction, operation, and maintenance of the pipeline by Grantee, except where such claims result from the acts, omissions, and negligence of Grantor, its agents, contractors, servants or employees.
6. Trees that are removed from the easement shall be burned and buried. Grantee shall take additional precautions to avoid fire spreading during the burn.
7. Grantee shall be responsible for any erosion which may occur as a result of construction, operation, or maintenance of pipelines. Grantee shall repair erosion in a timely manner, after written notice of any such problem.
8. Grantee shall be responsible for rebuilding any terraces that are disturbed during construction of said pipeline and the Right-of-Way shall be left in as good or better condition as reasonably possible before construction of said pipelines.

116632 002

J-2016-001919 Book 2131 Pg. 715
03/14/2016 8:00 am Pg 0711-0715
Fee \$ 21.00 Doc \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

9. **No above ground appurtenances will be placed with the easement except markers and vent pipes, but they must be placed in fence rows or on top of creek banks required by federal or state laws.**
10. **Grantee shall avoid entering cultivated land during wet weather to avoid rutting hay and wheat fields; however, Grantor acknowledges and understands that Grantee has an in-service date to meet, and conditions for construction may not be favorable or feasible in his opinion. In the event that work occurs in the aforementioned manner, Grantee shall perform satisfactory restoration(s) practices until the ROW is conforming with lands immediately adjacent.**
11. **No hunting, fishing or other outdoor activities are allowed on the property. Grantee shall stay on easement unless permission is granted by Grantor**

116632 002

SUB-SURFACE EASEMENT

On this 25 day of November, 2016, Jim Whitt aka Jimmy Ray Whitt, Trustee of the Jimmy R. Whitt Trust dated February 25, 2016, 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 24 Waterway Avenue, Suite 900, The Woodlands, TX 77380, ("Grantee"), a sub-surface easement and right-of-way in, through and under the following described land, hereinafter referred to as "Said Land":

#40

E/2; E/2 NE/4 NW/4; of Section 35, Township 3 North, Range 4 West, Garvin County, Oklahoma.

for the purpose of drilling, collecting geological data (including logs), and equipping directional and/or horizontal well(s) 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. Grantee 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 25th day of November, 2016
This agreement is for 5 well bores only *(Signature)*
GRANTOR *BRW*
JF

(Signature)
Jim Whitt aka Jimmy Ray Whitt, Trustee
of the Jimmy R. Whitt Trust dated February 25, 2016

(Signature)
Bill Whitt aka Billy Lee Whitt

GRANTEE
(Signature)
Justin Few - Agent for Newfield Exploration Mid-Continent Inc.



1-2016-008649 Book 2158 Pg. 313
12/06/2016 8:00 am Pg 0313-0314
Fee: \$ 15.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma *W*

15

89

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. 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, 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. *DL*

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 L. Whitt
Billy L. Whitt
Jimmy R. Whitt
Jimmy R. Whitt

STATE OF OKLAHOMA §
COUNTY OF GARVIN §

This instrument was acknowledged before me on the 26th day of JAN, 2017,
by BILLY L. WHITT AND JIMMY R. WHITT



C. O. HANKINS
Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017,
by _____

Notary Public

AFTER RECORDING RETURN TO:

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

#42

AFTER RECORDING RETURN TO:
DCP Midstream, LP
3201 Quail Springs Parkway, Ste. 100
Oklahoma City, OK 73134

Valve Site Easement

File: Whitt, Billy L. etal
Project: Tina #5H, 6H, 7H & 8H-23X

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten and More Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged, the undersigned, **Billy L. Whitt (50%) and Jimmy R. Whitt Trust dated February 25, 2016 (50%)**, hereinafter referred to as Grantor (whether one or more), hereby grant unto **DCP Operating Company, LP**, 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 Garvin, to-wit:

A 40'X40' tract of land in the NE/4 of Section 35, T3N, R4W as depicted on Exhibit "A" attached hereto and make a part hereof by reference

Grantor hereby grants said land unto Grantee for the purpose of constructing, operating, replacing, maintaining, a valve site, 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-in-interest.

EXECUTED THIS 20th DAY OF March, 2017.

Billy L. Whitt
Billy L. Whitt
Jimmy R. Whitt
Jimmy R. Whitt



1-2017-002592 Book 2171 Pg. 344
04/03/2017 8:00 am Pg 0344-0346
Fee: \$ 17.00 Doc. \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

STATE OF TEXAS §

COUNTY OF Smith §

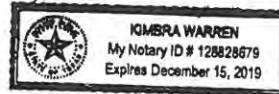
Before me, the undersigned, a Notary Public, in and for said County and State, on this 28 day of March, 2017, personally appeared Jimmy R Whitt, known to me to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: December 15, 2019

My Commission No: 128828679

Kimbra Warren
Notary Public



STATE OF OKLAHOMA §

COUNTY OF GADSDEN §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 2017, personally appeared Billy L. Whitt, known to me to be the identical person(s) 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.

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

My Commission expires: _____

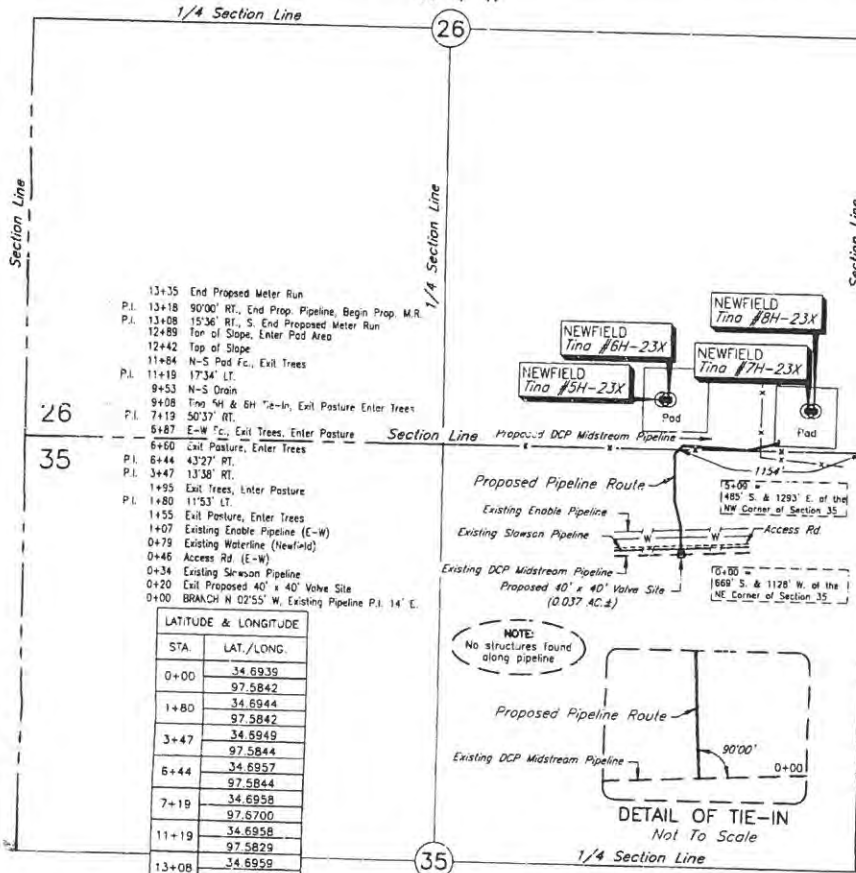
My Commission No: _____



C.O. Henderson
Notary Public

Nature of Work PRELIMINARY SURVEY Date 01/17/17 Line No. _____
 Asset SOUTHERN OKLAHOMA System _____ Subsystem _____ Afe No. 500215887
 Sec. 26 & 35 Twp. 3N Range 4W Co. GARVIN State OK RC No. L282 Sheet No. 1 OF 1

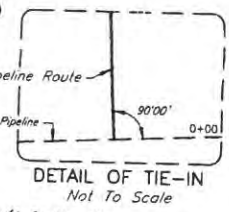
R 4 W



- 13+35 End Proposed Meter Run
- P.I. 13+18 90'00" RT., End Prop. Pipeline, Begin Prop. M.R.
- P.I. 13+08 15'36" RT., S. End Proposed Meter Run
- 12+89 Top of Slope, Enter Pad Area
- 12+42 Top of Slope
- 11+64 N-S Pad Fc., Exit Trees
- P.I. 11+19 17'34" LT.
- 9+53 N-S Drain
- 9+08 Twp 64' & 6H Tie-In, Exit Pasture Enter Trees
- P.I. 7+19 50'37" RT.
- 6+87 E-W Fc., Exit Trees, Enter Pasture
- 6+60 Exit Pasture, Enter Trees
- P.I. 6+44 43'27" RT.
- P.I. 3+47 13'38" RT.
- 1+95 Exit Trees, Enter Pasture
- P.I. 1+80 11'53" LT.
- 1+55 Exit Pasture, Enter Trees
- 1+07 Existing Enable Pipeline (E-W)
- 0+79 Existing Waterline (Newfield)
- 0+46 Access Rd. (E-W)
- 0+34 Existing Slickon Pipeline
- 0+20 Call Proposed 40' x 40' Valve Site
- 0+00 BRANCH N 02°55' W, Existing Pipeline P.I. 14' E.

LATITUDE & LONGITUDE	
STA.	LAT./LONG.
0+00	34.6939
	97.5842
1+80	34.6944
	97.5842
3+47	34.6949
	97.5844
6+44	34.6957
	97.5844
7+19	34.6958
	97.6700
11+19	34.6958
	97.5829
13+08	34.6959
	97.5823
13+35	34.6959
	97.5822

NOTE:
No structures found along pipeline



SCALE: 1" = 800 FT

Remarks
 TRACT #1 - E/2 SECTION 35 - BILL WHITT AKA BILL L. WHITT 1/2 JIMMY R. WHITT 1/2
 687 FEET OR 41.64 RODS, PROPOSED 40' x 40' VALVE SITE = 0.037 AC.±
 TRACT #2 - E/2 SW/4 SE/4 & SE/4 SE/4 SECTION 26 - JERRY TODD McCULLOUGH ETAL
 648 FEET OR 39.27 RODS

EXHIBIT A

DWG. NO. CIM170401A REVISED 03/17/17
 Signed _____ Group or Corporate Staff DCP Midstream



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

The Right-of-Way agreement may be signed in counter parts with the same effect as if each named Grantor signed one agreement.

EXECUTED this the 12 day of JANUARY, 2016

JIM WHITT
[Signature]

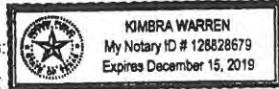
BILL WHITT

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Smith) SS:

This instrument was acknowledged before me on January 12, 2016 by JIM WHITT.

My commission expires: December 15, 2019



Kimbra Warren
Notary Public

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
COUNTY OF GARVIN) SS:

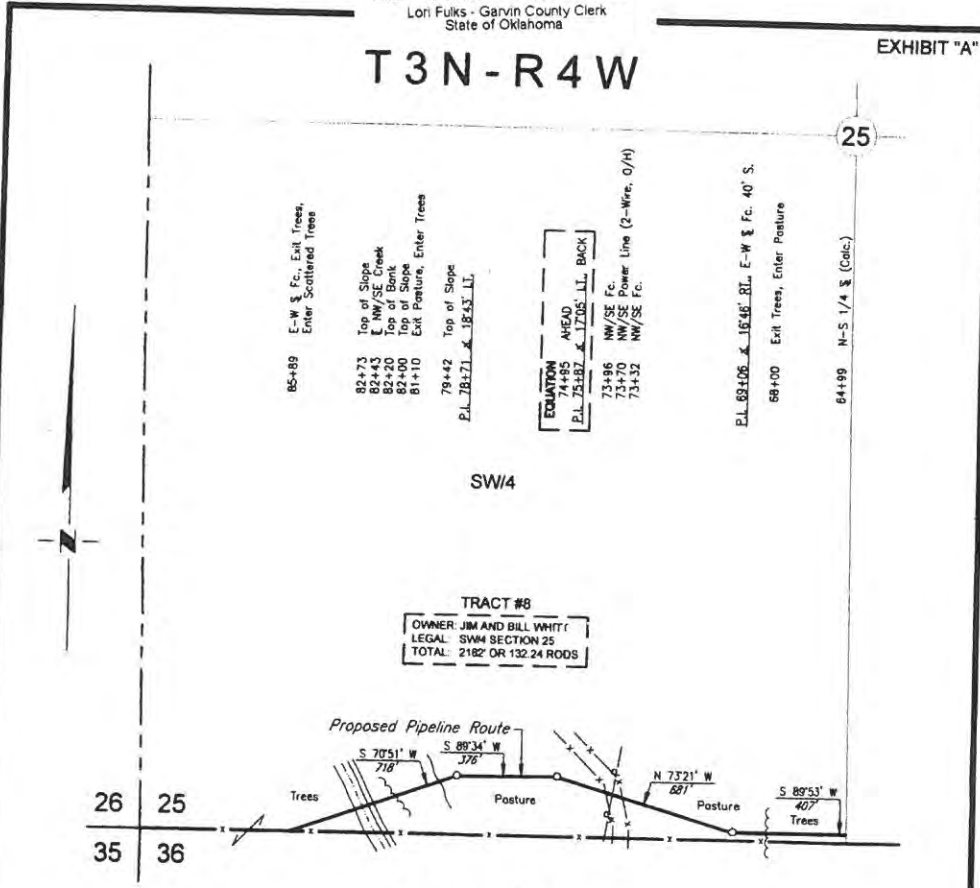
This instrument was acknowledged before me on _____ by BILL WHITT.

My commission expires: _____

Notary Public

EXHIBIT "A"

T 3 N - R 4 W



PLAT SHOWING
**PROPOSED PIPELINE ROUTE IN THE
 SW/4 OF SECTION 25, T3N - R4W
 GARVIN COUNTY, OKLAHOMA**

- NOTES:
- This drawing is for the purpose of depicting a pipeline route and does not represent a boundary survey.
 - Ownership information provided by client.

116635 001

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

NO.	REVISION	DATE	BY		SCALE:	1"=500'
SURVEYED BY: D.D.					DATE:	12/17/15
DRAWN BY: T.A.W.					JOB NO.:	1508143
APPROVED BY: D.M.D.					DWG. NO.:	1508.143TR8
					AFE. NO.:	22466A01
					SHEET	8 OF 12
					1510 SW 89th Street, Bldg. C3 Oklahoma City, OK (405) 692-7348 WWW.CIMSURVEY.COM	

"EXHIBIT B"

This Exhibit "B" is attached hereto and made a part hereof to the certain Right-of-Way agreement dated, January 6, 2016 between ENABLE GAS GATHERING LLC, an Oklahoma Limited Liability Company Grantee, and Jim and Bill Whitt as Grantor.

1. During construction, Grantee will segregate said topsoil from the subsoil and after the pipeline has been installed, the topsoil shall be replaced to as near its original position relative to the subsoil.
2. If Grantee fails to use or maintain said pipelines for a period of three years, the right of way herein granted shall terminate and revert to the surface owner of record.
3. Grantee agrees to re-seed the tree area with Bermuda grass seed and a wheat/rye mix to hold soil until Bermuda can become established.
4. All fences that will be cut shall be H-braced with Steel H – braces.
5. Grantee hereby agrees to indemnify and save harmless the Grantor and defend against any and all claims for liability, for any injury, including death, or damages to any persons or property occurring in, on or about the right of way, or any part thereof, resulting from construction, operation, and maintenance of the pipeline by Grantee, except where such claims result from the acts, omissions, and negligence of Grantor, its agents, contractors, servants or employees.
6. Trees that are removed from the easement shall be burned and buried. Grantee shall take additional precautions to avoid fire spreading during the burn.
7. Grantee shall be responsible for any erosion which may occur as a result of construction, operation, or maintenance of pipelines. Grantee shall repair erosion in a timely manner, after written notice of any such problem.
8. Grantee shall be responsible for rebuilding any terraces that are disturbed during construction of said pipeline and the Right-of-Way shall be left in as good or better condition as reasonably possible before construction of said pipelines.

116635 001

I-2016-001914 Book 2131 Pg 690
03/14/2016 8:00 am Pg 0686-0690
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

9. No above ground appurtenances will be placed with the easement except markers and vent pipes, but they must be placed in fence rows or on top of creek banks required by federal or state laws.
10. Grantee shall avoid entering cultivated land during wet weather to avoid rutting hay and wheat fields; however, Grantor acknowledges and understands that Grantee has an in-service date to meet, and conditions for construction may not be favorable or feasible in his opinion. In the event that work occurs in the aforementioned manner, Grantee shall perform satisfactory restoration(s) practices until the ROW is conforming with lands immediately adjacent.
11. No hunting, fishing or other outdoor activities are allowed on the property. Grantee shall stay on easement unless permission is granted by Grantor

116635 001

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#44

RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA

COUNTY OF GARVIN

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 Garvin, State of Oklahoma, to Wit:

SW/4; of Section 25 and W/2; of Section 36, All in Township 3 North, Range 4 West, Garvin 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.

I-2016-003973 Book 2138 Pg 861
06/06/2016 8:00 am Pg 0861-0865
Fee: \$ 21.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma



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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.

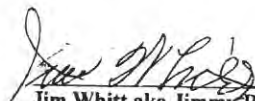
Payment for said right of way and easement shall be made prior to commencement of construction.

Executed this 25 day of February, 2016.

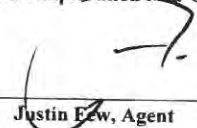
GRANTOR

GRANTEE

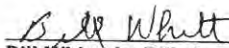
~~Newfield Exploration Mid-Continent Inc.~~



Jim Whitt aka Jimmy Ray Whitt

By: 

Justin Ew, Agent



Bill Whitt aka Billy Lee Whitt

ACKNOWLEDGMENT

STATE OF ~~Texas~~ ^{Oklahoma} §
COUNTY OF ~~Texas~~ ^{Garvin} §

This agreement was acknowledged before me on this 25 day of February, 2016, by **Jim Whitt aka Jimmy Ray Whitt.**

Joey Bond
Notary Public, State of ~~Texas~~ ^{Oklahoma}

My Commission Expires: 4-1-18



STATE OF OKLAHOMA §
COUNTY OF GARVIN §

This agreement was acknowledged before me this 25 day of February, 2016, by **Bill Whitt aka Billy Lee Whitt.**

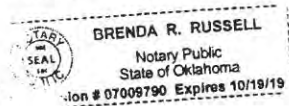
Joey Bond
Notary Public in and for the State of Oklahoma

My Commission Expires: 4-1-18



STATE OF OKLAHOMA §
COUNTY OF PITTSBURG §

This agreement was acknowledged before me this 25th 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: _____

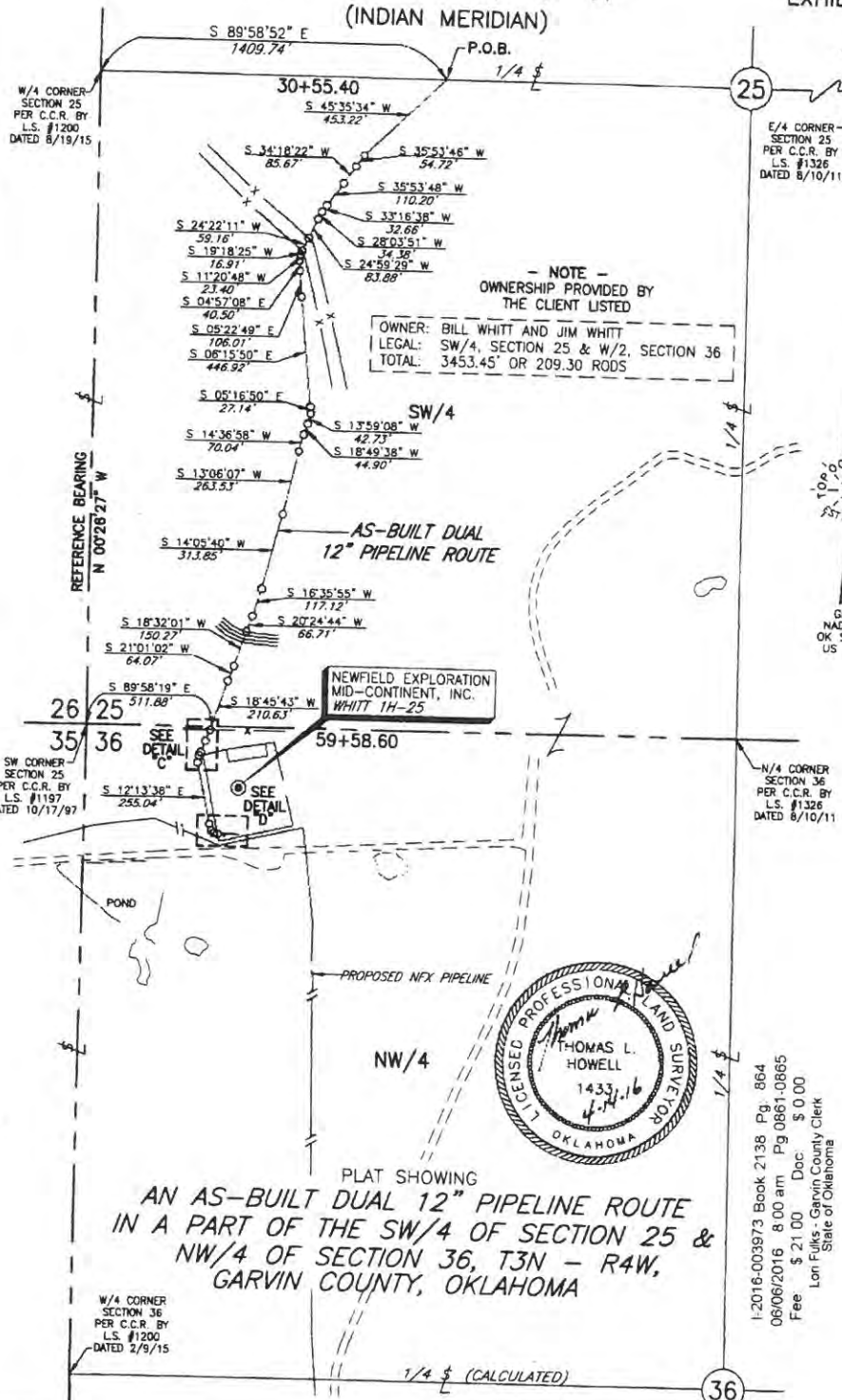
T 3 N - R 4 W

SHEET 1 OF 2
EXHIBIT "A"

(INDIAN MERIDIAN)

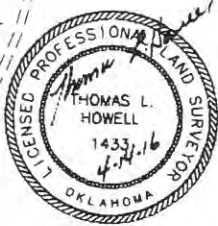
W/4 CORNER
SECTION 25
PER C.C.R. BY
L.S. #1200
DATED 8/19/15

E/4 CORNER
SECTION 25
PER C.C.R. BY
L.S. #1326
DATED 8/10/11



- NOTE -
OWNERSHIP PROVIDED BY
THE CLIENT LISTED
OWNER: BILL WHITT AND JIM WHITT
LEGAL: SW/4, SECTION 25 & W/2, SECTION 36
TOTAL: 3453.45' OR 209.30 RODS

NEWFIELD EXPLORATION
MID-CONTINENT, INC.
WHITT TH-25



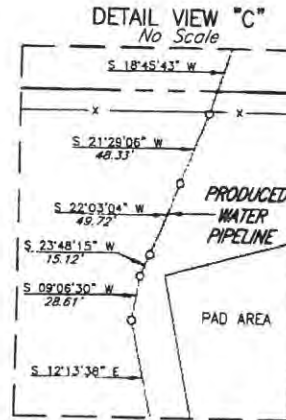
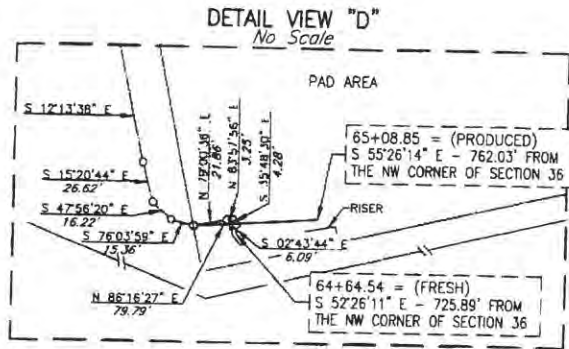
PLAT SHOWING
AN AS-BUILT DUAL 12" PIPELINE ROUTE
IN A PART OF THE SW/4 OF SECTION 25 &
NW/4 OF SECTION 36, T3N - R4W,
GARVIN COUNTY, OKLAHOMA

I-2016-003973 Book 2138 Pg. 864
06/06/2016 8:00 am Pg 0864-0865
Fee \$ 21.00 Doc \$ 0.00
Loni Fuiks - Garvin County Clerk
State of Oklahoma

This plat was prepared exclusively for				SCALE: 1" = 500'
NEWFIELD EXPLORATION MID-CONTINENT, INC.				DATE: 4-13-16
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.				INVOICE NO.: 258756
SURVEYED AND MAPPED BY				FILE: G215982.DWG
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA				DWG. NO.: 114033-G2-159-B2
6709 N. Classen, Okla. City, OK. 73116 (405) 843-4847 Certificate of Authorization No. 1293 LS				SHEET 2 OF 2
NO.	REVISION	DATE	BY	
SURVEY BY: JM 4-5-16				
DRAWN BY: JGW				
APPROVED BY: TH				

T 3 N - R 4 W
(INDIAN MERIDIAN)

SHEET 2 OF 2
EXHIBIT "A"



CENTERLINE DESCRIPTION: (AS-BUILT DUAL 12" PIPELINE ROUTE IN A PART OF THE SW/4 OF SECTION 25 & THE NW/4 OF SECTION 36)

AN AS-BUILT DUAL 12" PIPELINE ROUTE LYING IN PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25 AND THE NORTHWEST QUARTER (NW/4) OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, GARVIN COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) at a point South 89°58'52" East, a distance of 1409.74 feet from the West Quarter (W/4) Corner of said Section 25;

THENCE South 45°35'34" West a distance of 453.22 feet; THENCE South 35°53'43" West a distance of 54.72 feet;
 THENCE South 34°18'22" West a distance of 85.67 feet; THENCE South 35°53'48" West a distance of 110.20 feet;
 THENCE South 33°16'38" West a distance of 32.66 feet; THENCE South 28°03'51" West a distance of 34.38 feet;
 THENCE South 24°59'29" West a distance of 83.88 feet; THENCE South 24°22'11" West a distance of 59.16 feet;
 THENCE South 19°18'25" West a distance of 16.91 feet; THENCE South 11°20'48" West a distance of 23.40 feet;
 THENCE South 04°57'08" East a distance of 40.50 feet; THENCE South 05°22'49" East a distance of 106.01 feet;
 THENCE South 06°15'50" East a distance of 446.92 feet; THENCE South 05°16'50" East a distance of 27.14 feet;
 THENCE South 13°59'08" West a distance of 42.73 feet; THENCE South 18°49'38" West a distance of 44.90 feet;
 THENCE South 14°36'58" West a distance of 70.04 feet; THENCE South 13°06'07" West a distance of 263.53 feet;
 THENCE South 14°05'40" West a distance of 313.85 feet; THENCE South 16°35'55" West a distance of 117.12 feet;
 THENCE South 20°24'44" West a distance of 66.71 feet; THENCE South 18°32'01" West a distance of 150.27 feet;
 THENCE South 21°01'02" West a distance of 64.07 feet; THENCE South 18°45'43" West a distance of 210.63 feet;
 THENCE South 21°29'06" West a distance of 48.33 feet; THENCE South 22°03'04" West a distance of 49.72 feet;
 THENCE South 23°48'15" West a distance of 15.12 feet; THENCE South 09°06'30" West a distance of 28.61 feet;
 THENCE South 12°13'38" East a distance of 255.04 feet; THENCE South 15°20'44" East a distance of 26.62 feet;
 THENCE South 47°56'20" East a distance of 16.22 feet; THENCE South 76°03'59" East a distance of 15.36 feet;
 THENCE North 86°16'27" East a distance of 79.79 feet to and ending at a point South 55°26'14" East a distance of 762.03 feet from the Northwest Corner of said Section 36.

The Basis of Bearing for this description is Grid, NAD-27, Oklahoma South Zone, U.S. Feet.
 The reference bearing is the West Line of the SW/4 of Section 25, Township 3 North, Range 4 West of the Indian Meridian, being North 00°26'27" West as shown on sheet 2 of 2, attached hereto and made a part thereof.

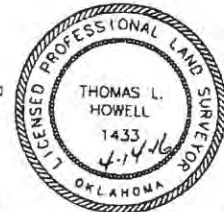
This description was prepared on April 14, 2016 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

I-2016-003973 Book 2138 Pg 865
 08/08/2016 8:00 am Pg 0861-0865
 Fee \$ 21.00 Doc. \$ 0.00
 Lori Fulks - Garvin County Clerk
 State of Oklahoma

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		SCALE: 1" = 500'
				NEWFIELD EXPLORATION MID-CONTINENT, INC.		DATE: 4-13-16
				and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.		INVOICE NO.: 258756
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY		FILE: G2159B2.DWG
				TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA		DWG. NO.: 114033-G2-159-B2
SURVEY BY: JM 4-5-16				6709 N. Classen, Okla. City, OK 73116 (405) 843-4847		SHEET 2A OF 2
DRAWN BY: JGW				Certificate of Authorization No. 1293 LS		
APPROVED BY: TH						

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 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.

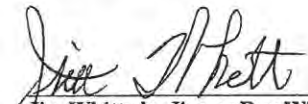
Payment for said right of way and easement shall be made prior to commencement of construction.

Executed this 31 day of JANUARY, 2017.

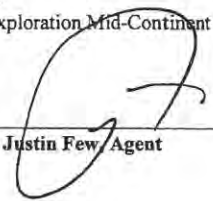
GRANTOR

GRANTEE

Newfield Exploration Mid-Continent Inc.



Jim Whitt aka Jimmy Ray Whitt, Trustee
of the Jimmy R. Whitt Trust dated February
25, 2016

By: 

Justin Few, Agent



Bill Whitt aka Billy Lee Whitt

J-2019-005521 Book 2272 Pg. 405
37/18/2019 8:00 am Pg 0404-0407
Fee: \$ 19.00 Doc: \$ 0.00
Lori Fulks - Garvin County Clerk
State of Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF GARVIN)

Before me the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 2017, personally appeared **Bill Whitt aka Billy Lee Whitt**, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes and consideration therein set forth.

Given under my hand and seal of office this 31st day of January, 2017.

4-1-18
My Commission Expires


Notary Public



STATE OF)
) SS
COUNTY OF)

Before me the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 2017, personally appeared **Jim Whitt aka Jimmy Ray Whitt, Trustee of the Jimmy R. Whitt Trust dated February 25, 2016**, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes and consideration therein set forth.

Given under my hand and seal of office this 31st day of January, 2017.

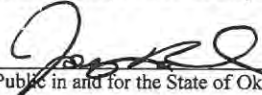
4-1-18
My Commission Expires


Notary Public



STATE OF OKLAHOMA §
 §
COUNTY OF PITTSBURG §

This agreement was acknowledged before me this 31st day of January, 2017, 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

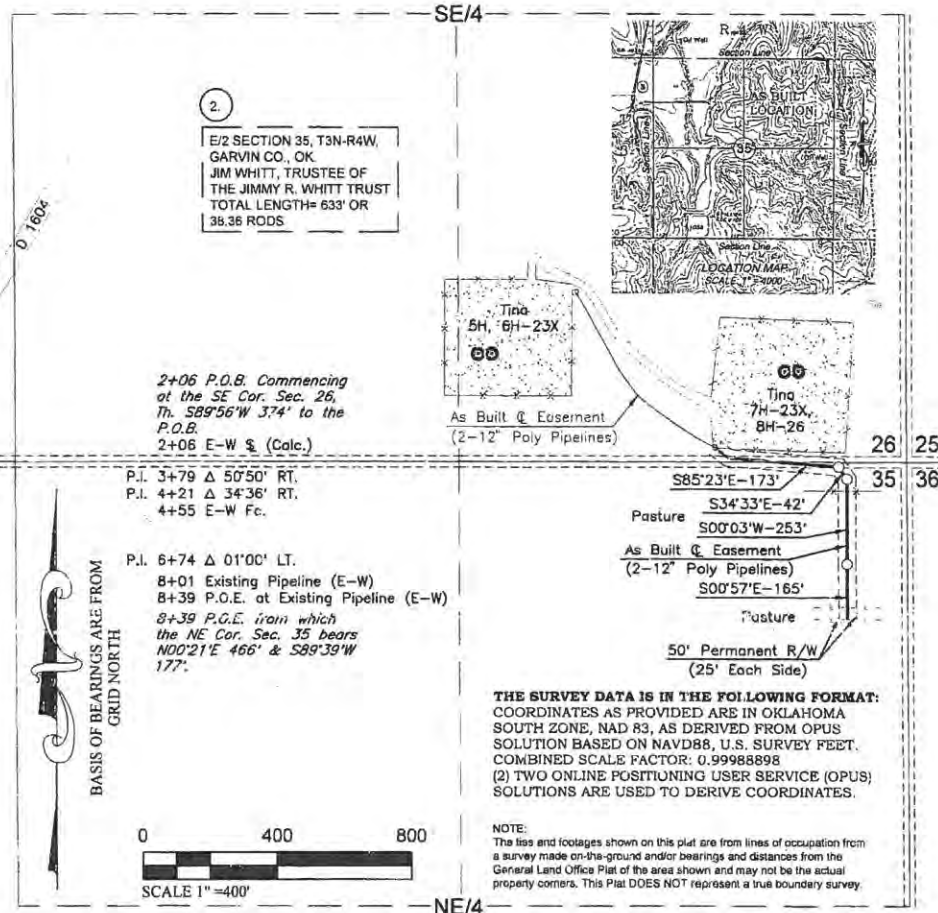
My Commission Expires: 4-1-18



**AS BUILT PIPELINE IN A PART
 OF THE NE/4 OF SECTION 35,
 T3N-R4W, GARVIN COUNTY,
 OKLAHOMA**

EXHIBIT "A"

TINA 7H-23X & 8H-26



CENTERLINE DESCRIPTION OF AN AS BUILT PIPELINE EASEMENT IN A PART OF THE NE/4 SECTION 35, T3N-R4W OF THE I.M., GARVIN COUNTY, OKLAHOMA:

COMMENCING at the Northeast Corner of said Section 35; Thence S89°56'W with the South Line of said Section, 374 feet to the POINT OF BEGINNING; Thence S85°23'E 174 feet; Thence S34°33'E 42 feet; Thence S00°03'W 253 feet; Thence S00°57'E 165 feet to the point of ending from which the Northeast Corner of said Section 35 bears N00°04'W perpendicular to the North line of said Section 35, 467 feet and N89°39'E with the South Line of said Section 35, 175 feet. Basis of Bearings are Grid North. Said being described by Aaron L. Morris, RPLS No. 1477 on May 24, 2019. TOTAL LENGTH= 633' OR 38.36 RODS

I, Aaron L. Morris, Professional Land Surveyor in the State of Oklahoma, do hereby certify that this plat depicts an accurate representation of the easement description, as shown hereon, that it is not a Land or Boundary Survey and that said plat meets or exceeds the Oklahoma Minimum Technical Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



[Signature] 5/31/2019
 Aaron L. Morris R.P.L.S. No.1477
 Phone (580) 226-5108
 Fax (888) 662-7778
 1010 Northwest Boulevard
 Ardmore, OK 73401

SURVEY & MAPPING BY: M & M LAND SURVEYING, INC. <small>(580) 226-0446 520 "C" STREET NW ARDMORE, OKLAHOMA 73401 CA 71093</small>				NEWFIELD		SCALE: 1=400'
NO.	REVISION	DATE	BY	Newfield Exploration Company 4 Waterway Square Place Ste 100 The Woodlands, TX 77380 866-415-4470 http://www.newfield.com		DATE: 5/29/2019
SURVEYED BY: HM			Bennett-Morris And Associates Land Surveying, P.C. ARDMORE, OKLAHOMA Surveying, P.C. - C.A. No. 5975 (L.S.)	DRAWN BY: RK		JOB NO.: 19159A
APPROVED BY: AM				DRAWN NO.: 19159A-2		AFE NO.:
						SHEET 1 OF 1

Z:\SURVEY\FILED\19181959A19159A.2.dwg