

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

## **Community Escrow & Title Co.**

**(File Number: SW240522713)**

**Note:** The “tracts” identified in the preliminary title insurance schedules do not correspond to the auction tracts. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers shown in the auction brochure and Exhibit A in the Bidder Packets. The auction tracts and title tracts are cross-referenced in the tables below.

<b>Auction Tracts:</b>	<b>Title Tracts:</b>
1	D
2 - 6	D, E
7	C
8	A, C
9	B, C
10	A, B, C
11	A
12	A, B, C
13	A

<b>Title Tracts:</b>	<b>Auction Tract Numbers:</b>
A	8, 10, 11, 12, 13
B	9, 10, 12
C	7, 8, 9, 10, 12
D	1, 2, 3, 4, 5, 6
E	2, 3, 4, 5, 6

*For July 11, 2024 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**JLH Family Trust dated 2/16/2023 & Palmetto Agribusiness, LLC**



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

Issuing Agent: Community Escrow & Title Co.  
Issuing Office: 623 South Lewis, Stillwater, OK 74074  
Issuing Office's ALTA® Registry ID: 1077777  
Loan ID No.:  
Commitment No.: SW240522713  
Issuing Office File No.: SW240522713  
Property Address: 320 N. Range Rd., Stillwater, OK 74075

**SCHEDULE A**

1. Commitment Date: June 25, 2024 at 07:00 AM
2. Policy to be issued:
  - a. ALTA Owner's Policy (2021)  
Proposed Insured: TO BE DETERMINED  
Proposed Amount of Insurance: TBD  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (2021)  
Proposed Insured: TO BE DETERMINED  
Proposed Amount of Insurance: TBD  
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:  
  
Amy Collins Key, Trustee of the JLH Family Trust dated February 16, 2023 - Tracts A, B, & E  
  
Palmetto Agribusiness, LLC, an Oklahoma limited liability company - Tracts C & D
5. The Land is described as follows:  
  
SEE EXHIBIT A ATTACHED HERETO

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**SCHEDULE A**  
(Continued)

Community Escrow & Title Co.

By: 

Community Escrow & Title Co. Lic #10011514,  
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

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## 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 Amy Collins Key, Trustee of the JLH Family Trust dated February 16, 2023 to TO BE DETERMINED as to Tracts C & D.
  - b. Warranty Deed from Palmetto Agribusiness, LLC, an Oklahoma limited liability company to TO BE DETERMINED as to Tracts A, B, & E.
  - c. Mortgage from TO BE DETERMINED to TO BE DETERMINED, securing the principal amount of \$0.00.
5. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.
6. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
7. Return properly executed Seller/Owner 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.
8. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.
9. Final policy cannot be issued, unless abstract certificate date, which is at June 25, 2024, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.
10. In accordance with Title 60, Oklahoma Statutes, §121, et. seq., each grantee must execute the appropriate state-promulgated affidavit and all grantee affidavits must be attached to every deed submitted for filing.
11. All Tracts: Obtain and record an Affidavit of Trustee, to be granted by Amy Collins Key, reciting the fact of the death of Jana Lynn Hair, and including a certified copy of the death certificate of Jana Lynn Hair, in connection with the JLH Family Trust dated February 16, 2023.

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## SCHEDULE B, PART I

(Continued)

12. Tracts A, B, & E: Obtain and file a properly executed Quit Claim Deed of conveyance from Amy Collins Key, Trustee of the JLH Family Trust dated February 16, 2023, in favor of Palmetto Agribusiness, LLC, an Oklahoma limited liability company.
13. With respect to Palmetto Agribusiness, LLC, an Oklahoma limited liability company, furnish a complete copy of its Articles of Organization; operating agreement and any amendments thereto; Verification of Good Standing; and satisfactory evidence of the authority of the officers, managers, or members to execute the documents required to close the proposed transaction.
14. With respect to the trust referred to in the vesting, furnish:
  - (a) Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - (b) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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## 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. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, or gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
3. Water rights, claims or title to water, whether or not shown by the Public Records.
4. Rights or claims of parties in possession not recorded in the Public Records.
5. Easements or claims of easements not recorded in the Public Record.
6. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.
7. Any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
8. Ad valorem taxes for Year 0 amount of which is not ascertainable, due or payable.
9. Any adverse matters created by violation of Title 60, Oklahoma Statutes, §121, et seq., or based on Article XXII, Section I of the Oklahoma Constitution, or any other similar statutory or constitutional provisions, which restrict alien ownership of real property in Oklahoma.
10. All Tracts: 33-foot statutory section line right-of-way along all exterior section lines.
11. All Tracts: Easements and future assessments, if any, in connection with the Decree of Incorporation of the Conservancy District No. 16, of Payne and Noble Counties, recorded on July 29, 1958, in Book 134 Misc., Page 379. Amendment recorded in Book 152 Misc., Page 483.
12. Tract A: Right-of-way in favor of Rural Water Corp No. 3, recorded on January 4, 1971, in Book 186 Misc., Page 164.

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## SCHEDULE B, PART II

(Continued)

13. Tract A: Right-of-way in favor of Rural Water Corp No. 3, recorded on January 4, 1971, in Book 186 Misc., Page 165.
14. Tract A: Right-of-way in favor of Atlantic Richfield Company, recorded on January 10, 1983, in Book 606, Page 968.
15. Tract A: Right-of-way in favor of Regency Field Services LLC, recorded on June 16, 2014, in Book 2191, Page 621.
16. Tract A: Right-of-way in favor of Central Rural Electric Cooperative, recorded on August 29, 2014, in Book 2207, Page 837.
17. Tract A: Right-of-way in favor of Central Rural Electric Cooperative, recorded on August 29, 2014, in Book 2207, Page 838.
18. Tract A: Right-of-way in favor of Central Rural Electric Cooperative, recorded on January 7, 2015, in Book 2234, Page 829.
19. Tract A: Right-of-way in favor of TOMPC LLC, recorded on June 25, 2016, in Book 2268, Page 933. Amended Exhibit "A" to Right of Way recorded on August 13, 2015, in Book 2280, page 813.
20. Tracts A & B: Right-of-way in favor of Central Rural Electric Cooperative, recorded on January 7, 2015, in Book 2234, Page 830.
21. Tract B: Public Highway, covering a portion of the NE/4 of Section 13, recorded on February 21, 2012, in Book 2003, Page 72, along with a Covenant Regarding Donated Real Estate, recorded on March 13, 2012, in Book 2006, page 680, wherein, it was agreed that the new roadway would not change elevation.
22. Tracts B & C: Right-of-way in favor of Rural Water Corp No. 3, recorded on January 4, 1971, in Book 186 Misc., Page 167.
23. Tracts B & C: Well-Bore Assignment recorded on May 27, 1983, in Book 616, Page 956.
24. Tracts B & C: Easement for Public Highway, covering a portion of the NE/4 of Section 13, recorded on June 23, 1992, in Book 983, Page 770.
25. Tracts B & C: Right-of-way in favor of Central Rural Electric Cooperative, recorded on January 7, 2015, in Book 2234, Page 830.
26. Tract D: Right-of-way in favor of Southwestern Bell Telephone Company, recorded on March 15, 1956, in Book 125 Misc., Page 426.
27. Tract D: Easement in favor of Oklahoma Gas And Electric Company, recorded on July 19, 1967, in Book 172 Misc., Page 154.
28. Tract D: Right-of-way in favor of Atlantic Richfield Company, recorded on March 21, 1984, in Book 641, Page 508.

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## SCHEDULE B, PART II

(Continued)

29. Tract D: Right-of-way in favor of Central Rural Electric Cooperative, recorded on June 29, 1993, in Book 1014, Page 483.
30. Tract D: General Utility Easement recorded on August 11, 2015, in Book 2280, Page 267.
31. Tracts D & E: Right-of-way in favor of Atlantic Richfield Company, recorded on March 21, 1984, in Book 641, Page 510.
32. Tract E: Agreement allowing for the creation of a salt water disposal well, recorded on August 12, 1958, in Book 134 Misc., Page 471.

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File No.: SW240522713

The Land referred to herein below is situated in the County of Payne, State of Oklahoma, and is described as follows:

Tract A:

The Northwest Quarter (NW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma

And

Tract B:

The North Half (N/2) of the Northeast Quarter (NE/4) in Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma

And

Tract C:

The South Half (S/2) of the Northeast Quarter (NE/4) in Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma

And

Tract D:

A tract of land in the Southeast Quarter (SE/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the I.M., Payne County, Oklahoma, more particularly described as follows: Beginning at a point 846.7 feet North of the Southeast Corner of said SE/4; THENCE West 258.7 feet; THENCE North 1793.3 feet; THENCE East 258.7 feet; THENCE South 1793.3 feet to the Point of Beginning.

AND

Tract E:

A tract of land in the Southeast Quarter (SE/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the I.M., Payne County, Oklahoma; Starting at the Northeast Corner of the Southeast Quarter (SE/4) of said Section Thirteen (13); Thence West, along the North line of said SE/4, a distance of 258.7 feet to the Point of Beginning; Thence South and parallel to the East line of said SE/4 a distance of 1320.0 feet; Thence West and parallel to the North line of said SE/4, a distance of 2383.4 feet to the West line of said SE/4; THENCE North, along the West line of said SE/4 a distance of 1320.0 feet to the NW/corner of the SE/4; THENCE East, along the North line of said SE/4 a distance of 2382.1 feet to the Point of Beginning.

R. L. HERT, Judge of the District  
Court of Payne County, Oklahoma

DECREE OF INCORPORATION

DATED: June 30, 1958

TO

FILED: July 29, 1958  
at 8:35 A.M.

CONSERVANCY DISTRICT NO. 16  
IN PAYNE AND NOBLE COUNTIES,  
OKLAHOMA

RECORDED: Book 134 Misc.  
at Page 379

IN THE DISTRICT COURT OF PAYNE COUNTY, OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16, ) No. 18,279  
 )  
IN PAYNE AND NOBLE COUNTIES, OKLAHOMA ) FILED: June 30, 1958

DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 30th day of June, 1958, pursuant to assignment, before the Honorable R. L. Hert, Judge of the District Court of Payne County, Oklahoma, said cause having heretofore been assigned to the District Court of Payne County, Oklahoma, by the Supreme Court of the State of Oklahoma, on the 7th day of April, 1958, in Cause No. 38,223. Said Supreme Court having ordered that the District Court of Payne County is most conveniently near the center or middle of said District and can conveniently hear and determine said Petition with greatest convenience to the people within said proposed district; this matter coming on to be heard upon the Petition and proper notices praying for a conservancy district co-extensive with the drainage area of Stillwater Creek, said Stillwater Creek arising and beginning in Noble County and flowing across Payne County, Oklahoma, and that the said Stillwater Creek is a tributary of the Cimarron River in Oklahoma.

IT APPEARING TO THE COURT that a sufficient number of landowners in said proposed district have signed a Petition herein, and it further appearing to the Court that the City of Stillwater, Payne County, Oklahoma, a city of the first class, has signed said Petition and a resolution authorizing and directing the City of Stillwater to participate in said conservancy district, and from the evidence submitted herein, and the witnesses sworn and examined in open Court, the Court FINDS that said Petition of the landowners of the City of Stillwater are sufficient to grant this Court jurisdiction.

IT FURTHER APPEARING THAT statutory notice of this hearing has been given by publication in two (2) newspapers of general circulation in each county affected by the proposed conservancy district of the pendency of this action, more than thirty (30) days prior to the date

DECREE OF INCORPORATION (cont'd)  
Book 134 Misc. at Page 379

HEREOF. Said notices having been published in the Stillwater Gazette and the Perkins Journal in Payne County, Oklahoma, and in the Perry Daily Journal and the Billings News in Noble County, Oklahoma, as shown by the proofs and affidavits of publication on file herein. Therefore, said notice of this hearing is hereby approved and ordered sufficient for jurisdiction and determination of the issues as presented in said Petition.

THE COURT FINDS that no objections have been filed and none heard in said cause protesting the formation of such conservancy district, and the Court calls three (3) times in open court for persons to state their objections as to why such district should not be organized and incorporated, and there being no objections, either written or oral, the COURT FINDS ALL ISSUES PRESENTED IN SAID Petition in favor of said Petitioners, and hereby orders that the corporate name of said district shall be CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, which comprises the drainage area of Stillwater Creek in said counties, more specifically described hereafter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT THAT CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, should be, and is hereby ordered to be a legal entity, a body corporate and vested with all the powers, authorities, duties and responsibilities as contemplated and set forth in Title 82, Oklahoma Statutes Annotated, Section 541 and 545, it being found by this Court that the conditions stated in Title 82, Oklahoma Statutes Annotated, Section 541, is found to exist in the drainage area of Stillwater Creek, which comprises the land hereinafter described, said corporation to have perpetual existence with all the powers of a corporation, with the power to sue and be sued to the same extent as an individual in like cases, to incur debts, liabilities and obligations; to exercise the right of eminent domain and of assessment and taxation as provided by the laws of the State of Oklahoma; to issue bonds and to do and perform all acts necessary and proper for the carrying out of the purposes for which said district was created and for executing the power with which it is vested.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the District shall be composed of the drainage area of Stillwater Creek arising in Noble County, Oklahoma, and flowing across Payne County, Oklahoma, and that the lands composed in said district shall consist of the City of Stillwater, Payne County, Oklahoma, and the bottom land affected in the following described property, to-wit:

NOBLE COUNTY, OKLAHOMA  
(Lands in Noble County omitted herein)

PAYNE COUNTY, OKLAHOMA

DECREE OF INCORPORATION (cont'd)  
Book 134 Misc. at Page 379

Township 19 North, Range 1 West N/2 of Section 3; W/2 and the SE/4 of Section 4; Section 5; NE/4 of Section 6; E/2 of Section 8; Section 9; S/2 Section 10; Section 11; N/2 of Section 15;

Township 19 North, Range 1 East W/2 of Section 1; N/2 and the SE/4 of Section 2; SE/4 of Section 10; N/2 and the SW/4 of Section 11; Section 12; Section 13; N/2 and the SW/4 of Section 14; Section 23; NW/4 of Section 24;

Township 20 North, Range 2 East Lots 1, 2, 3, 4, 5 and 6, Section 32, Section 26; Section 35;

Township 19 North, Range 2 East E/2 of Section 5; Section 7; SE/4 of Section 8; Section 9; NE/4 of Section 11; Section 13; Section 14; Section 16; Section 17; Section 18; NE/4 of Section 19; Section 20; Section 21; Section 22; Section 23; Section 24; Section 25; Section 26; Section 27; N/2 NE/4 of Section 28; Section 29;

Township 20 North, Range 3 East Lots 4, 5, 6, 7, 8, 9 and 10, Section 31;

Township 19 North, Range 3 East Section 2; E/2 NE/4 and the SE/4 of Section 5; Section 6; Section 7; E/2 of Section 8; E/2 of Section 11; SW/4 of Section 13; E/2 of Section 14; Section 17; the E/2 of Section 18; Section 20; W/2 of Section 24; W/2 of Section 25; W/2 SE/4 of Section 29; Section 30; SE/4 of Section 31; Section 32; Section 33; Section 34; Section 36;

Township 18 North, Range 3 East Section 1; Section 2; Section 3; N/2 of Section 4; SE/4 of Section 10; Section 11; W/2 of Section 12; E/2 and the NW/4 of Section 13; NE/4 of Section 14;

Township 18 North, Range 4 East Section 18; N/2 of Section 19.

DECREE OF INCORPORATION (cont'd)  
Book 134 Misc. at Page 379

IT IS FURTHER ORDERED THAT the principal place of business shall be 201 West 9th Street, Stillwater, Oklahoma, and that the official records and files of said district shall be kept in said office.

IT IS FURTHER ORDERED THAT the Clerk of this Court shall transmit to the Secretary of State of the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma, copies of these findings and this Decree of Incorporation, and that the County Clerk of each county and the Secretary of State of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Decree.

R. L. HERT, Judge of the District  
Court of Payne County, Oklahoma.

APPROVED AS TO FORM:

SWANK & SWANK

By: CHILTON SWANK, Attorneys for Petitioners.

(Certificate of True Copy omitted)

AMENDED DECREE OF INCORPORATION

DISTRICT COURT OF PAYNE COUNTY,  
STATE OF OKLAHOMA

Dated: December 21, 1962

Filed: March 21, 1963

3:30 P. M.

TO

In the office of the County Clerk,  
Payne County, Oklahoma.

CONSERVANCY DISTRICT NO. 16 IN  
PAYNE AND NOBLE COUNTIES, OKLA.

Recorded in Book 152 Misc. Page 483  
Consideration:

-----

IN THE DISTRICT COURT OF PAYNE COUNTY,  
STATE OF OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16     )  
IN PAYNE AND NOBLE COUNTIES, OKLAHOMA. )

No. 18,279

Filed: December 21, 1962

AMENDED DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 21st day of December, 1962, pursuant to assignment before the Honorable R. L. HERT, Judge of the District Court of Payne County, Oklahoma, upon the Application by Conservancy District No. 16 in Payne and Noble Counties Oklahoma, for an Order Nunc Pro Tunc amending the Decree of Incorporation heretofore entered in this Court on the 30th day of June, 1958, and filed of record in the office of the Court Clerk of Payne County, Oklahoma, on June 30, 1958, and also filed in the office of the County Clerk of Payne and Noble Counties, Oklahoma, and with the Secretary of the State of Oklahoma.

UPON consideration of said Application for an Order Nunc Pro Tunc correcting the said Decree of Incorporation, it is hereby ORDERED that said Decree heretofore entered be, and the same is hereby in all things approved.

THE COURT FURTHER FINDS that in addition to the property descriptions included in the original Decree of Incorporation, that the following property descriptions should be added to Conservancy District No. 16 in Payne and Noble Counties, Oklahoma, as follows, to-wit:

PAYNE COUNTY, OKLAHOMA

Township 19 North, Range 2 East - Section 2; Section 3; Section 4; the Northeast Quarter of Section 8; Section 10; the South half and the Northwest Quarter of Section 11; Section 12; Section 15; the South half of the Northeast Quarter of Section 28; Section 30;

(AMONG OTHER LANDS NOT BEING ABSTRACTED)

THE COURT FURTHER FINDS that the above-described property is in addition to the property described in the original Decree of Incorporation and should be included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS THEREFORE ORDERED that the above-described property be, and the same is hereby included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS FURTHER SHOWN TO THE COURT that the office of the Conservancy District and principal place of business formerly located at 201 West Ninth Street, in Stillwater, Oklahoma, is now located in the Stillwater National Bank Building in Room No. 303, and that the official records and files of said District shall be kept in said office.

IT IS FURTHER ORDERED that the Clerk of this Court shall transmit to the Secretary of the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma copies of this Amended Decree of Incorporation, and that the County Clerk of each county and the Secretary of the State of Oklahoma shall receive a fee of \$2.00 for diling, recording and preserving this Amended Decree.

/S/ R. L. HERT  
R. L. HERT, Judge of the  
District Court of Payne County,  
Oklahoma.

APPROVED AS TO FORM:

SWANK & SWANK

BY: CHILTON SWANK

Chilton Swank

Attorney for Conservancy

District No. 16.

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.

I, the undersigned COURT CLERK, hereby certify that the foregoing is a true copy of the original instrument now on file in this office.

Witness my hand and seal this 21st day of December, 1962.

(SEAL)

ROSE I. JARVIS, COURT CLERK, PAYNE COUNTY, OKLA.  
BY: OLIVEGEL PARROTT, Deputy

164

134 FILED FOR RECORD JAN 4 1971 BY 10:21 AM DOWN HOWARD TO CLEAR  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

BOOK 126 Misc PAGE 519

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to  
Robert L. Ham and Alfa Ham  
hereinafter referred to as GRANTOR, by RURAL WATER CORPORATION NO. 3,  
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the  
GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its  
successor and assigns, a perpetual easement with the right to erect, construct,  
install, and lay, and thereafter, use operate, inspect, repair, maintain, replace,  
and remove  
a water pipeline and necessary appurtenances thereto,

over, across, and through the land of the GRANTOR situate in Payne County,  
State of Oklahoma, said land being described as follows:  
W/2 NW/4 Section 13-19N-1E - 80 acres

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

The easement shall be 15 feet in width, ~~the center line of~~ which is  
described as follows:  
parallel and adjacent to the County road right-of-way along the East  
side and South side of said County road.

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 10th  
day of November 1970.

Robert L. Ham (Seal)  
ROBERT L. HAM  
Alfa Ham (Seal)  
ALFA HAM

STATE OF OKLAHOMA    SS:  
COUNTY OF Payne

Before me, the undersigned, a Notary Public, in and for said County and State  
on this 10th day of November, 1970, personally appeared  
Robert L. Ham and Alfa Ham, Husband and wife,

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

Given under my hand and seal the day and year last above written.  
My commission expires Nov. 14, 1971 Shem Ward Notary Public





FILED FOR RECORD JAN 4 1971 BY 10:22 AM JOHN HOWARD, CO. CLERK

135

RIGHT-OF-WAY EASEMENT

BOOK 186 Misc PAGE 1634

KNOW ALL MEN BY THESE PRESENTS:

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

hereinafter referred to as GRANTOR, by RURAL WATER CORPORATION NO. 3, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter, use operate, inspect, repair, maintain, replace, and remove a water pipeline and necessary appurtenances thereto.

over, across, and through the land of the GRANTOR situate in Payne County, State of Oklahoma, said land being described as follows:

West 1/2 of NW 1/4 Section 13, Tw. 19, Range 1 East. 80 Acres.

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

The easement shall be 15 feet in width, the centerline of which is described as follows: Parallel and adjacent to the County road right of way along the East side and South side of said County road.

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of Sept 1969.

Lester Ham (Seal)
May Ham (Seal)

STATE OF OKLAHOMA > SS:
COUNTY OF Payne

Before me, the undersigned, a Notary Public, in and for said County and State on this 5 day of September, 1969, personally appeared Lester Ham and May Ham, husband and wife

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

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

My commission expires Dec. 14, 1960 Rachel L. Gilbreath Notary Public
Rachel L. Gilbreath

Filed at 12:35 PM  
Payne County Clerk JAN 10 1983

AR 676 90

00435

RETURN TO  
ARCO EXPLORATION COMPANY  
LEASE PURCHASE UNIT  
P. O. BOX 2219, DALLAS, TEXAS 75221

BOOK 606 PAGE 968

**Atlantic Richfield Company**  **Right of Way Easement**

For and in consideration of Seven Thousand Two Hundred & No/100 Dollars, the receipt of which is hereby acknowledged, Robert L. Ham and Alfa M. Ham, Husband and Wife

Stillwater, Oklahoma 74074

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto Atlantic Richfield Company, a Pennsylvania corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipe line for the transportation of liquids and/or gases on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple,

situated in Payne County, State of Oklahoma to wit:

A Right-of-Way being fifty (50) feet in width and further described as follows:

Twenty-five (25) feet each side of a line beginning at the NW corner of the NW/4 of Sec. 13, T19N, R1E and located fifty-eight (58) feet (as measured from the center of the road) East of the West line of said Section, thence South 140 rods, thence 100 rods in a more or less Southeasterly direction.

After installation of the pipe line, the Right-of-Way will revert to a seventeen (17) foot width measured from the centerline described above.

together with the right of unimpaird access to said pipe line and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct nor permit to be built, created, or constructed any obstruction, building, engineering work, or other structure upon or over the said pipe line or its right of way.

The consideration paid to and accepted by Grantor herefor includes payment for all damages to said land, and any part thereof, and to anything situated thereon, including but not limited to crops, timber, and improvements thereon, caused by personnel, vehicles, and equipment performing work in connection with construction and operations pursuant hereto, provided that Grantee agrees to repair any actual damage which may be done to improvements directly caused by Grantee exercising any rights herein granted.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantor's use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other water course.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee the right to any time to construct and operate additional pipe lines on, over, and through the above-described land and the easement constructed by Grantee on Grantor's land.

and Grantee agrees to pay Grantors for each additional pipe line so constructed the sum of \$                     for the cost of the pipe line and the cost of the easement thereon, and the cost of the pipe line and the cost of the easement thereon shall be paid by Grantee to Grantors in cash or by check or by any other method of payment acceptable to Grantors, and the cost of the pipe line and the cost of the easement thereon shall be paid by Grantee to Grantors in cash or by check or by any other method of payment acceptable to Grantors, and the cost of the pipe line and the cost of the easement thereon shall be paid by Grantee to Grantors in cash or by check or by any other method of payment acceptable to Grantors.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, and payment so made shall be deemed and considered as payment to each of said grantors.

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

AR3B-1228



The terms, conditions, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, Grantors have hereunto set their hands this 3rd day of November, 1982.

Witnesses:

*[Handwritten signatures of witnesses]*

Grantors:

*Robert L. Ham* 441-38-0937  
Robert L. Ham SS#  
*Alfa M. Ham* 445-64-4000  
Alfa M. Ham SS#

Acknowledgement of Individual

State of Oklahoma  
County of Delaware

Before me, a notary public, in and for said County and State, on this 3rd day of November, 1982, personally appeared Robert L. Ham and Alfa M. Ham to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: July 8, 1985

*George C Moore*  
Notary Public

Acknowledgement For Corporation

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ (Name of Officer) \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Name of Corporation acknowledging) a \_\_\_\_\_ (State of Incorporation) corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_

Notary Public

13-19-1E

Series \_\_\_\_\_ Line No. \_\_\_\_\_ From \_\_\_\_\_

SEARCHED \_\_\_\_\_ INDEXED \_\_\_\_\_  
SERIALIZED \_\_\_\_\_ FILED \_\_\_\_\_  
OCT 19 1982  
FBI - OKLAHOMA CITY

Line \_\_\_\_\_ SHEET \_\_\_\_\_ OF \_\_\_\_\_  
COUNTY \_\_\_\_\_ BY \_\_\_\_\_ DEPUTY  
Length \_\_\_\_\_ Feet \_\_\_\_\_

District \_\_\_\_\_ AUTHORITY \_\_\_\_\_  
Authority \_\_\_\_\_ DIRECTED \_\_\_\_\_  
Connection \_\_\_\_\_ REVERSED \_\_\_\_\_  
Draft \_\_\_\_\_ RELEASED \_\_\_\_\_

*Caro*

12014-073297 Book 2191 Pg. 621  
06/25/2014 3:40 pm Pg 0521-0524  
Fee: \$ 19.00 Doc: \$ 0.00  
Gienna Craig - Payne County Clerk  
State of Oklahoma

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RIGHT-OF-WAY GRANT  
REGENCY FIELD SERVICES LLC



KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Agribusiness LLC whose address is 320 N. Range Rd, Stillwater, Oklahoma 74074 ("Grantor"), for themselves, their heirs, successors, and assigns, for and in the consideration of the sum of \$10.00, the receipt and adequacy of which consideration is hereby acknowledged, hereby grants, conveys and confirms unto REGENCY FIELD SERVICES LLC, a Delaware limited liability company, whose address is 2001 Bryan Street, Suite 3700, Dallas, Texas 75201, its successors and assigns ("Grantee"):

A right of way thirty (30') feet in width, as described on Exhibit "A" attached hereto and made a part hereof, to construct, maintain, operate, repair, or remove one or more pipelines for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such drips, valves, fittings, meters or such other equipment as deemed necessary or useful by the Grantee in the construction, operation and maintenance thereof, upon, over, through and under lands situated in Payne County, Oklahoma, to-wit:

NW/4, Section 13, Township 19 North, Range 1 East

TO HAVE AND TO HOLD this right-of-way and easement unto Grantee so long as Grantee maintains the pipeline or appurtenances or any part thereof.

A) Grantor agrees:

- (1) that the recited consideration is in full satisfaction of, and is adequate consideration for, every right hereby granted. In addition to the right of way grant, Grantor accepts the recited consideration in full satisfaction of all damages caused by the construction, maintenance, repair and removal of the pipeline.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

AFE: 653000006722

124

- (1) of ingress to and egress from the above described land in order to effect Grantee's rights granted by this Right Of Way Grant, at will of Grantee; and
  - (2) from time to time, to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee; and
  - (3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, that if Grantee uses the existing roads, Grantee will assist in the maintenance during the time the roads are used by Grantee; and
  - (4) to use an additional fifty feet (50') adjacent to the right of way as temporary workspace during the initial period of construction.
- C) Grantee must:
- (1) bury the pipeline a minimum depth of 36 inches except in areas of consolidated rock where the minimum depth will be 18 inches.
  - (2) hold Grantor harmless and free from any and all claims for damages to persons or property arising out of the use and occupancy of this right of way by Grantee.
- D) Grantor:
- (1) may fully use and enjoy the above described lands encumbered by this right of way except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but
  - (2) may not construct, nor permit others to construct, any house, building or other structure or obstruction on or over this pipeline easement and right of way without prior written consent of the Grantee; provided, however, that Grantor, without undue interference with Grantee's prior rights granted hereunder or the creation of a safety issue:
    - (a) is permitted to install pipelines, roads, or fences at his discretion; and
    - (b) shall have the right to grant third parties easements that may cross said pipeline; provided, however, that any such easement granted for a pipeline may not interfere with Grantee's pipeline; and
  - (3) may not impound water or other substances.
- E) The rights of the parties created in this Easement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors and assigns. Grantee may assign or transfer this right of way grant in whole or in part, to one or more assignees.

AFE: 653000000722

IN WITNESS WHEREOF, Grantor has set its hand this 9 day of June, 2014.

GRANTOR  
Palmetto Agribusiness LLC

1:2014-073297 Book 2191 Pg: 623  
06/28/2014 3:40 pm Pg 0621-0624  
Fee: \$ 18.00 Doc: \$ 0.00  
Gianna Crain - Payne County Clerk  
State of Oklahoma

Jacob A. Hair  
Jacob A. Hair  
Title: owner

Corporate Acknowledgement

STATE OF Oklahoma )  
COUNTY OF Payne )

Before me, a Notary Public in and for said state, on this 9 day of June, 2014, personally appeared Jacob A. Hair, who, being duly sworn, did say that he is the owner of Palmetto Agribusiness LLC and that said instrument was signed on behalf of said company by authority of its Members and said Jacob A. Hair acknowledged said instrument to be the free act and deed of said company.

Kaitlan McDaniel  
Notary Public in and for the State of Oklahoma



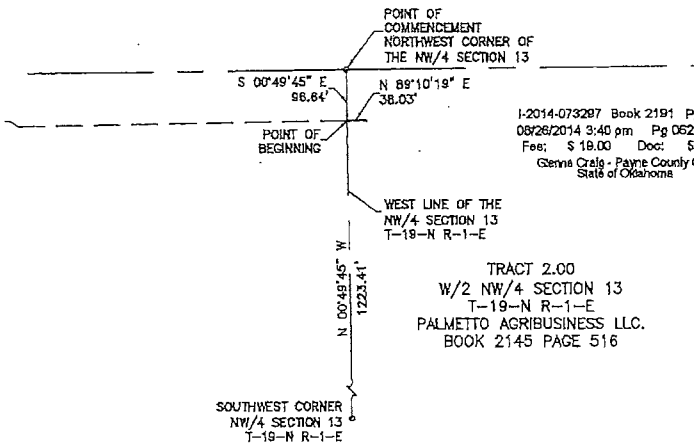
Return Recorded Document To:  
Arrow Land Group, LLC  
P.O. Box 3847  
Cedar Park, Texas 78630-3847

AFF: 65300000722

Exhibit A

SECTION 13, T-19-N R-1-E, PAYNE COUNTY, OKLAHOMA

7+02.67 SECTION LINE  
 Lat.: 36°07'48.082" Long.: 97°09'30.566"  
 7+40.70 END PIPELINE  
 LAT:36°07'48.085" LON:97°09'30.103"



I-2014-073287 Book 2191 Pg. 624  
 08/28/2014 3:40 pm Pg 0621-0624  
 Fee: \$ 18.00 Doc: \$ 0.00  
 Glenn Craig - Payne County Clerk  
 State of Oklahoma

TRACT 2.00  
 W/2 NW/4 SECTION 13  
 T-19-N R-1-E  
 PALMETTO AGRIBUSINESS LLC.  
 BOOK 2145 PAGE 516

SOUTHWEST CORNER  
 NW/4 SECTION 13  
 T-19-N R-1-E

LEGAL DESCRIPTION

CENTERLINE OF A 30 FOOT WIDE PIPELINE RIGHT-OF-WAY EASEMENT BEING PART OF THE NW/4 SECTION 13, T-19-N R-1-E OF THE INDIAN BASE MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

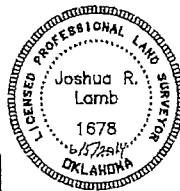
COMMENCE AT THE NORTHWEST CORNER OF THE NW/4 SECTION 13, THENCE SOUTH 00°19'45\"/>

THENCE NORTH 89°10'19\"/>

TOTAL LENGTH EQUALS 53.00 FEET OR 2.30 ACRES.

I, JOSHUA R. LAMB, HEREBY STATE THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT TO BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION.

*Joshua R. Lamb*  
 JOSHUA R. LAMB  
 OKLAHOMA PLS NO. 1678



CAUTIONARY NOTE: LINE CROSSINGS AND OTHER FEATURES SHOWN HEREON WERE LOCATED BY VISUAL INSPECTION ONLY. NO MECHANICAL NOR ELECTRONIC METHODS WERE USED. OTHER UNDERGROUND OR SURFACE OBSTRUCTIONS MAY EXIST.

Readings and Coordinates conform to the Oklahoma State Plane Coordinate System, North Zone (3501), NAD83, Derived from OPUS Software.  
 Distances and Stationing are horizontal (GSD) values in U.S. Survey Feet. To obtain surface values multiply distances by a factor of 1.00019988

**BTJ SERVICES**  
 BTJ Services, LLC  
 605 Sioux Trail  
 Leander, TX 78641  
 Off. 1-856-897-3816

TULSA LAND SURVEYING LLC  
 1933 E. BOSTON AVE.  
 TULSA, OK 74118  
 (918) 784-6777  
 CA 6038  
 EXP-RES 6/30/2015

REGENCY FIELD SERVICES LLC	
BRW OLTMANN'S 1-14H	
CENTERLINE RIGHT-OF-WAY SURVEY	
SECTION 13, T-19-N R-1-E	
PAYNE COUNTY, OKLAHOMA	
SCALE: 1" = 200'	APP No. 853000000722
DRAWN BY: STC	DATE: MAY 28, 2014
SHEET: 2 OF 2, TRACT 2	QUAD: LACE CARL BLACKWELL
N.D. NO.2 OK-1423	FILE: 14-687

Map No. 22 13

Representative: Randy Pittman

Applicant: CREC SI

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned (whether one or more), Lester Ham, LIFE ESTATE, for good and valuable consideration, the receipt whereof acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors and assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the County of Payne, State of Oklahoma, being described as follows:

A tract of land located in the NW/4, more particularly described as follows: Beginning at the Southwest corner of the W/2 NW/4; thence North 295.16 feet; thence East 295.16 feet; thence South 295.16 feet; thence West 295.16 feet to the point of beginning.

In Section 13, Township 19N, Range 1E, together with the right of ingress and egress over the adjacent lands of the above Grantor(s), successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 30 feet in width, which is described as follows:

The East 30 feet of the West 48 feet and 15 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or re-spacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 16 day of JULY, 2014



GRANTOR(S)
Jocille Osborn POA
Lester Ham, LIFE ESTATE

MUST BE SIGNED BY ALL
PROPERTY OWNERS
OF RECORD

ACKNOWLEDGEMENT

STATE OF OKLAHOMA
COUNTY OF PAYNE

Before me, the undersigned Notary Public within and for the above County and State, on the 16 day of JULY, 2014, personally appeared Lester Ham, LIFE ESTATE, known to be the identical person(s) who executed the above and foregoing instrument, and acknowledged to me that SHE executed the same as HER, free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the day and year last above written.

ALL SIGNATURES MUST
BE NOTARIZED

Notary Public signature

My Commission Expires:
10/08/2017



Please return to Osage Land Company, P. O. Box 20772, Oklahoma City, OK, 73166.

1-2014-07788 Book: 2207 pg: 837
8/29/2014 2:14 PM pg: 837 - 837
Fees: \$13.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County, State of Oklahoma



12014-077789 Book 2207 pg: 838  
8/29/2014 2:14 PM pgs: 838 - 838  
Fees: \$13.00 Doc: \$0.00  
Glenna Craig, Payma County Clerk  
Payma County - State of Oklahoma

Map No. 22 13

Representative: Randy Pittman

Applicant: CREC SI

### RIGHT-OF-WAY EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned (whether one or more), Palmetto Agribusiness, LLC, for good and valuable consideration, the receipt whereof acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors and assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the County of Payne, State of Oklahoma, being described as follows:

W/2 NW/4 LESS AND EXCEPT a tract of land located in the NW/4, more particularly described as follows: Beginning at the Southwest corner of the W/2 NW/4; thence North 295.18 feet; thence East 295.18 feet; thence South 295.18 feet; thence West 295.18 feet to the point of beginning.

In Section 13, Township 19N, Range 1E, together with the right of Ingress and egress over the adjacent lands of the above Grantor(s), successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 30 feet in width, which is described as follows:

The East 30 feet of the West 48 feet and 15 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or re-spacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 27 day of JULY, 2014

GRANTOR(S)

*[Signature]*  
Palmetto Agribusiness, LLC  
By: J. Alexander Hair  
Title:



MUST BE SIGNED BY ALL  
PROPERTY OWNERS  
OF RECORD

#### ACKNOWLEDGEMENT

STATE OF OKLAHOMA  
COUNTY OF PAYNE

Before me, the undersigned Notary Public, within and for the above County and State, on the 27 day of JULY 2014, personally appeared J. Alexander Hair on behalf of Palmetto Agribusiness, LLC, known to be the identical person(s) who executed the above 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.

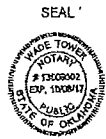
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the day and year just above written.

ALL SIGNATURES MUST  
BE NOTARIZED

*[Signature]*  
Notary Public

My Commission Expires:

10/08/2017



Please return to Osage Land Company, P. O. Box 20772, Oklahoma City, OK, 73156.

1-2015-000183 Book 2234 pg. 829  
1/7/2016 2:13 PM pgs: 829 - 829  
Fees: \$13.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

Map No. 22 13

Applicant: CREC SI



Representative: Randy Pittman

### RIGHT-OF-WAY EASEMENT

**KNOW ALL MEN BY THESE PRESENTS, THAT Billie K. Ham, Widow of**  
we, the undersigned (whether one or more), Lester Ham, LIFE ESTATE, for good and valuable consideration, the receipt whereof acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors and assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the County of Payne, State of Oklahoma, being described as follows:

A tract of land located in the NW/4, more particularly described as follows: Beginning at the Southwest corner of the W/2 NW/4; thence North 295.16 feet; thence East 295.16 feet; thence South 295.16 feet; thence West 295.16 feet to the point of beginning.

In Section 13, Township 19N, Range 1E, together with the right of ingress and egress over the adjacent lands of the above Grantor(s), successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 30 feet in width, which is described as follows:

The South 30 feet of the North 48 feet and 15 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or re-spacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 21 day of December, 2014.

GRANTOR(S)

Billie K. Ham, Widow  
of Lester Ham, LIFE ESTATE

ACKNOWLEDGEMENT  
MUST BE SIGNED BY ALL  
PROPERTY OWNERS  
OF RECORD

STATE OF OKLAHOMA

COUNTY OF PAYNE

Before me, the undersigned Notary Public within and for the above County and State, on the 21 day of DECEMBER, 2014, personally appeared Billie K. Ham, widow of Lester Ham, LIFE ESTATE, known to be the identical person(s) who executed the above and foregoing Instrument, and acknowledged to me that SHE executed the same as HER free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the 21 day and year last above written.

ALL SIGNATURES MUST  
BE NOTARIZED

[Signature]  
Notary Public

My Commission Expires:  
10/08/2017



Please return to Osage Land Company, P. O. Box 20772, Oklahoma City, OK, 73156.

*gmm  
10/25/15*

AFE: 1083

## RIGHT OF WAY GRANT

**Grantor(s):** Palmetto Agribusiness, LLC  
320 N Range Rd  
Stillwater, OK 74075

**Grantee:** TOMPC LLC  
2575 Kelley Pointe Parkway, Suite 340  
Edmond, OK 73013



For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Grantor (whether one or more) does grant, bargain, sell and convey unto **TOMPC LLC**, a Delaware limited liability company, as Grantee, its successors and assigns, a permanent and exclusive easement and right of way Fifty feet (50') in width (the "Easement") for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, looping, substituting, changing, abandoning, altering, converting, relocating within the Easement, changing the size of, and removing pipelines, together with related equipment and facilities, including temporary surface water lines for drilling, completion testing and production operations of oil and gas wells when necessary, valves, fittings, measurement equipment, corrosion control devices, wires, cables, electronic telemetry equipment, communications equipment, and pipeline operating control devices, as from time to time deemed necessary or desirable for Grantee's use and operation of the pipelines, for the gathering and transportation of oil, natural gas, petroleum products, and substances entrained therein, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances that can be transported through pipelines on, in, over, under, through and across the following described land owned by Grantor in Payne County, Oklahoma ("Grantor Land"), to-wit:

**Parcel 1: TAX ID: 600007573**

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey Thereof, LESS AND EXCEPT a tract of land described as beginning at the SW/corner of W/2 of the NW/4 of the said Section 13; THENCE North, along the Section line of said Section 13, a distance of 295.16 feet; THENCE East 295.16 feet; THENCE South, parallel to the West line of the said Section 13, 295.16 feet; THENCE West 295.16 feet to the Point of Beginning.

**Parcel 2: TAX ID: 600007613**

The Southwest Quarter (SW/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma.

**Parcel 3: TAX ID: 600007615**

The SE/4 of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; LESS AND EXCEPT a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner (SE/Cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the point of beginning; Thence N69°13'13"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°56'05"W 477.13 feet; Thence N00°45'46"W 2515.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27" E 760.13 feet to a point on the East line of the SE/4; Thence S00°07'58"W along the section line 723.13 feet to the point of beginning, excepting from this conveyance and reserving unto Grantor all oil, gas, and other minerals lying in, on, or under the described premises.

Subject to the terms of this Right of Way Grant and the Exhibit "B", attached hereto and made part of.

1. **Location.** The location of the Easement on Grantor Land is generally depicted on Exhibit "A," which Grantor approves. Any change in the location of the easement must be approved by Grantor in writing, and Grantor shall not unreasonably withhold its approval of any change reasonably necessary for compliance with applicable laws and governmental regulations or requests or orders of governmental authorities or to avoid major construction issues, wetlands, or threatened or endangered species.

2. **Additional Workspace/Temporary Construction Easement.** Should the route of any pipeline cross any roads, railroads, creeks or other waterways or other places on Grantor Land requiring extra work space outside the boundaries of the Easement, Grantee shall have the right of temporary access to such portions of Grantor Land outside the boundaries of the Easement which may be reasonably necessary (a "Temporary Construction Easement") for the uses permitted by this Right of Way Grant.
3. **Access.** Grantee shall have the right of ingress and egress to and from the Easement and any Temporary Construction Easement across Grantor Land. Grantee may use any road located now or in the future on Grantor Land and any gates located on such roads for such ingress and egress. Grantee shall repair any damages to such roads and gates caused by Grantee's use.
4. **Easement Clearing and Maintenance.** Grantee may cut or remove all trees, undergrowth, brush and other obstructions within the Easement and any Temporary Construction Easements that, in Grantee's judgment, may injure, endanger or interfere with the exercise by Grantee of the rights granted herein and Grantee shall not be liable for damages on the Easement or any Temporary Construction Easements by keeping them clear of trees, undergrowth, brush and other obstructions.
5. **Pipeline Depth.** At the time of construction and installation, all pipelines will be buried at least thirty-six inches (36") below the surface or below any then existing drainage ditches, creeks and roads, as measured from the top of the pipe to the surface of the ground. At locations where rock is encountered, the pipelines may be buried at a lesser depth.
6. **Consideration.** The consideration paid to Grantor for this Right of Way Grant includes compensation for all injuries and damages of whatever nature and character to Grantor Land by Grantee's exercise of its rights under this Right of Way Grant.
7. **Restrictions on Grantor's Use of Easement.** Without the prior written consent of Grantee, Grantor shall not construct, or permit to be constructed, any houses, barns, buildings, structures, permanent impoundments of water, or other obstructions of any type within the boundaries of the Easement, and Grantee shall have the right to prevent such construction within the boundaries of the Easement and the right to remove any and all houses, barns, buildings, structures, permanent impoundments of water, and other natural or man-made obstructions of any type, including trees, brush, roots and other growth, within the boundaries of the Easement. Grantor shall not, and shall not permit any third party to, change the grade of the Easement or remove any cover over any pipeline without the prior written consent of the Grantee.
8. **Reclamation.** Upon termination of this Right of Way Grant, Grantee will promptly remove all debris and waste left by its operations on Grantor Land, refill any pipeline ditches and all excavations made by Grantee, and leave the Easement in as near to original condition as practicable under the circumstances.
9. **Assignment.** Grantee may assign its rights under this Right of Way Grant in whole or in part. If Grantee transfers its interest under this Right of Way Grant in whole or in part, Grantee shall be relieved of all obligations thereafter arising under this Agreement with respect to the transferred interest, and the failure of the transferee to satisfy such obligations shall not affect the rights of Grantee with respect to any interest not so transferred.
10. **Binding Effect.** The terms and conditions of this Right of Way Grant shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns; provided, however, that the holder of rights under this Right of Way Grant shall not have indemnification obligations with respect to the negligence, willful misconduct, or other actions of the holder's predecessors or successor or assigns.
11. **Entire Agreement.** This Right of Way Grant and the receipt of consideration paid by Grantee to Grantor therefore, fully set forth the terms and conditions mutually agreed to by the parties, supersede all previous agreements, discussions and negotiations, and there are no other oral or written agreements between Grantor and Grantee which modify, alter or amend this Right of Way Grant.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the Easement unto Grantee, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof.

EXECUTED this 11th day of June, 2015.

1-2015-008971 Book: 2266 pg: 936  
6/23/2015 2:15 PM pg: 933 - 940  
Fees: \$27.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

**Grantor:**

By: J. Alexander Hair

Name: J. Alexander Hair

Position: manager Palmetto Agri

**Grantee:**

TOMPC LLC

By: Lindel Larson

Name: Lindel Larson *TL*

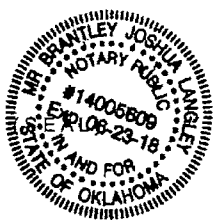
Title: COO

**ACKNOWLEDGEMENTS**

STATE OF Oklahoma )

COUNTY OF Payne )

This instrument was acknowledged before me on June 11th, 2015 by J. Alexander Hair, The Manager of Palmetto Agribusiness, LLC.

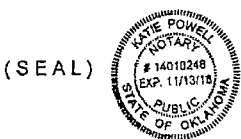


Mr. Joshua Craigley  
Notary Public  
Printed Name: Joshua Craigley  
My Commission Expires: 02-23-18

STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on June 18th, 2015 by Lindel Larson, the COO of TOMPC LLC, a Delaware limited liability company.

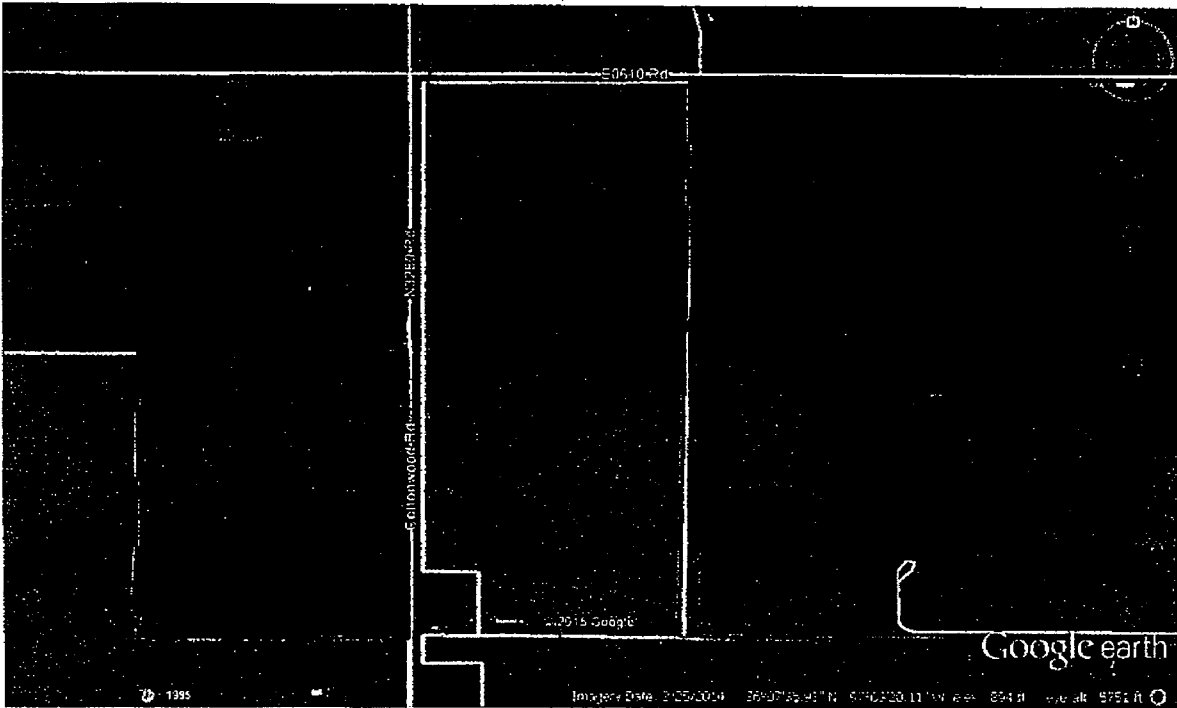


Katie Powell  
Notary Public  
Printed Name: Katie Powell  
My Commission Expires: 11/13/18

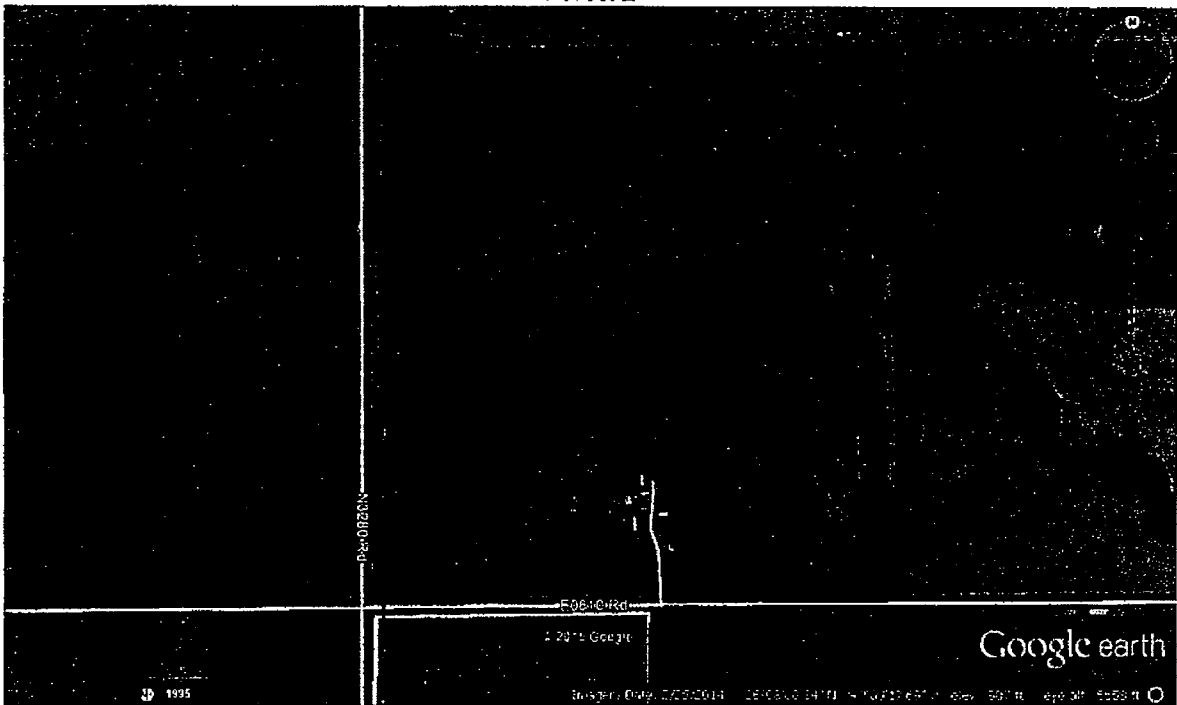
I-2015-008971 Book: 2266 pg: 936  
6/25/2015 2:15 PM pgs: 933 - 940  
Fees: \$27.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

Exhibit "A"

Parcel 1

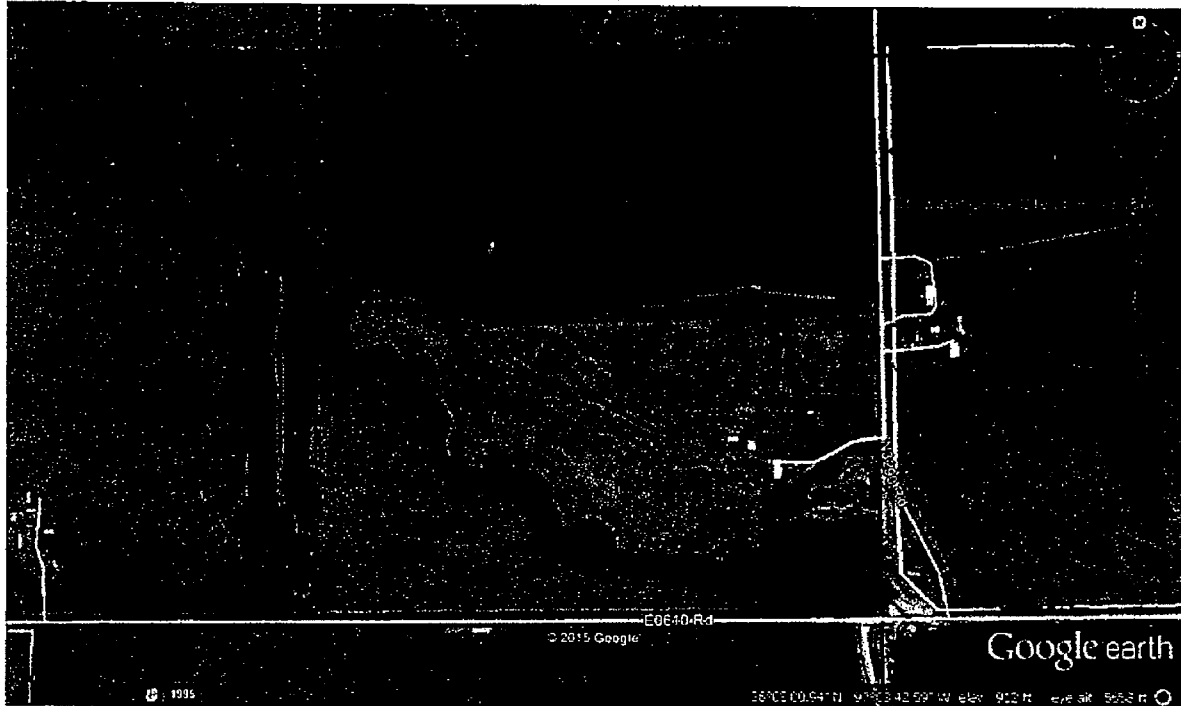


Parcel 2



I-2015-008971 Book: 2266 pg: 937  
6/25/2015 2:15 PM pgs: 933 - 940  
Fees: \$27.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

Parcel 3



## Exhibit "B"

This Exhibit "B" is in addition to the Right of Way Grant executed and dated June  
11th, 2015 by and between **Palmetto Agribusiness, LLC**, known as "Grantor", and **TOMPC LLC**,  
known as "Grantee", covering the following described tract of land situated in Payne County, Oklahoma,  
to wit:

### Parcel 1: TAX ID: 600007573

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey Thereof, LESS AND EXCEPT a tract of land described as beginning at the SW/corner of W/2 of the NW/4 of the said Section 13; THENCE North, along the Section line of said Section 13, a distance of 295.16 feet; THENCE East 295.16 feet; THENCE South, parallel to the West line of the said Section 13, 295.16 feet; THENCE West 295.16 feet to the Point of Beginning.

### Parcel 2: TAX ID: 600007613

The Southwest Quarter (SW/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma.

### Parcel 3: TAX ID: 600007615

The SE/4 of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; LESS AND EXCEPT a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner (SE/Cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the point of beginning; Thence N69°13'13"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°56'05"W 477.13 feet; Thence N00°45'46"W 2515.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27" E 760.13 feet to a point on the East line of the SE/4; Thence S00°07'58"W along the section line 723.13 feet to the point of beginning, excepting from this conveyance and reserving unto Grantor all oil, gas, and other minerals lying in, on, or under the described premises.

Provisions in this Exhibit "B" are notwithstanding any provision(s) of the Right of Way Grant to the contrary and the said Right of Way Grant shall be subject to the following conditions:

**One Pipeline Only.** This Grant is sufficient for one (1) below ground pipeline only. The right to place any additional below ground pipelines shall not be construed to be covered by this Grant. All other rights, privileges and obligations pursuant to this Grant shall remain the same.

**Easement Size.** The right of way easement shall consist of a thirty foot (30') wide free and unobstructed permanent easement and right of way and a thirty foot (30') wide temporary easement work area located adjacent to and parallel to the permanent easement.

**Erosion control.** Grantee shall take reasonable steps to prevent erosion. Grantee further agrees to make repairs to areas of erosion and ground settling due to Grantee's operation on Grantor's land for up to three (3) years after the completion of construction.

**Reclamation Clause, Stumps and Brush.** Upon completion of operations, Grantee shall restore the disturbed areas to as near as possible the condition which existed prior to commencement of operations. Grantee shall not leave "piled up" any timber, brush, stumps, etc. cut during the course of operations, but shall chip said timber, brush, stumps, etc.

**Removal of Rocks.** Grantee agrees to undertake all reasonable efforts to remove surface stones which are 3" in diameter, or larger, from the surface of the Right of Way.

**No Above Ground Facilities.** Grantee agrees that there will be no above ground facilities placed upon the right-of-way, with the exception of required cathodic protection test stations and pipeline signage and markers at fence lines and stream crossings, without the further consent of Grantor. Such consent by Grantor shall not be unreasonably withheld



**Gating.** Areas along the right-of-way route where it is necessary for existing fencing of Grantor to be cut for construction purposes, Grantee shall immediately install temporary fencing, as necessary, to contain Grantor's livestock. Before cutting any fence, Grantee shall install steel H braces on either side of contemplated opening, cemented into the ground, to maintain tension on Grantee's existing fence line. Upon completion of construction, Grantee shall have the option of installing a gate on any fence, where a temporary gap was installed during construction, or repairing the fence so that the same is continuous. If a gate is installed by Grantee, then the gate will remain locked in a way that both Grantor and Grantee shall be able to conveniently open and close as needed while allowing Grantee to operate according to and pursuant to this agreement. Gates shall be a minimum of twenty (20) feet in width. Two gates must be installed at an area on parcel 1, along existing road, to be determined by Grantor.

**Limitation of Access.** Notwithstanding anything to the contrary contained in the Right of Way Agreement, Grantee agrees that ingress and egress on Grantor's property shall be limited to within and along said right-of-way only. Any other access shall be permitted only by further written agreement between Grantor and Grantee.

**Double-Ditch.** Grantee agrees to utilize the "double-ditch" construction method on excavated areas across crop and pasture lands within the Easement. Top soil shall be separated from sub-soil in the excavated area of the easement during Grantee's construction operations to prevent the mixing of topsoil and sub-soil. Topsoil and subsoil shall be properly replaced following Grantee's placement of the pipeline.

**Restoration.** Upon completion of construction operations, Grantee shall restore the disturbed areas to, as near as practically possible, the condition which existed prior to commencement of operations.

**Seeding.** Grantee shall reseed the Easement area disturbed by Grantee's construction operations as soon as conditions are reasonably favorable and practical, in order to leave the Easement area grasses in as near to previous existing conditions as reasonably practical.

**Substances to be Transported.** Pipeline shall not be used for transporting salt water, crude oil, or any other substance unrelated to natural gas.

**Grantor's use of Surface.** Grantor may utilize the easement area for any purpose that does not interfere with Grantee's rights under this Grant, or endanger Grantee's facilities. Such use may include, but is not limited to, agricultural use, construction of private roads, driveway(s), gardens, and other like uses.

**Location Approximation.** Grantor and Grantee agree that the easement area is defined by the map attached hereto as Exhibit "A". Grantee shall use its best efforts to adhere to this specified location. Should Grantee desire to materially deviate from this map in any way, Grantee must provide prior written notice to Grantor, and Grantor must sign off on any changes to location.

**Abandonment Clause.** After the "in-service" date of the initial pipeline within the Easement, should Grantee abandon or cease to use the Easement and/or the Pipeline for the purposes herein granted for a period of forty eight (48) consecutive months or longer, or should this Grant be terminated, then the Easement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same. Grantee shall have the right, but not the obligation, within six (6) months following any termination or abandonment of this Grant or the Easement, to remove the pipe or facilities placed on or within the Easement, and restore the land to its original condition or abandon the Pipeline and related facilities in place in accordance with applicable law.

**Indemnification.** Grantee agrees to indemnify, protect, save, hold harmless, and defend Grantor from and against any loss, claim or expense, including without limitation, claims for injury or death to persons or damage to property occurring as a result of Grantee's use of Grantor's land pursuant to this Right of Way Grant, or as a result of loss, expense, injury, death or damage which would not have occurred but for Grantee's use of Grantor's land pursuant to this Right of Way Grant, except to the extent any such damage or injury was caused as a result of Grantor's gross negligence or willful misconduct.

EXECUTED this 11th day of June, 2015.

Grantor:

By: 

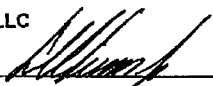
Name: J. Alexander Hair

Position: manager, Palmetto Agri

1-2015-008971 Book 2266 pg: 940  
6/25/2015 2:15 PM pgs: 933 - 940  
Fees: \$27.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

Grantee:

TOMPC LLC

By: 

Name: Lindel Canson

TW

Title: COO

Please Return To  
PLS c/o Josh Langley  
920 S Murphy St Apt 22108  
Stillwater OK 74074

## Amended Exhibit "A" for Right of Way Grant

The Attached Exhibit "A" is made to amend the Exhibit "A" previously executed with the Right of Way Grant executed and dated June 11<sup>th</sup>, 2015, by and between **Palmetto Agribusiness, LLC**, known as "Grantor", and TOMPC LLC, known as "Grantee", and recorded in the Payne County Recorder's Office at Book 2266, Page 933, covering the following described tract of land situated in Payne County, Oklahoma, to wit:

**Parcel 1: TAX ID: 600007573**

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey Thereof, LESS AND EXCEPT a tract of land described as beginning at the SW/corner of W/2 of the NW/4 of the said Section 13; THENCE North, along the Section line of said Section 13, a distance of 295.16 feet; THENCE East 295.16 feet; THENCE South, parallel to the West line of the said Section 13, 295.16 feet; THENCE West 295.16 feet to the Point of Beginning.

**Parcel 2: TAX ID: 600007613**

The Southwest Quarter (SW/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma.

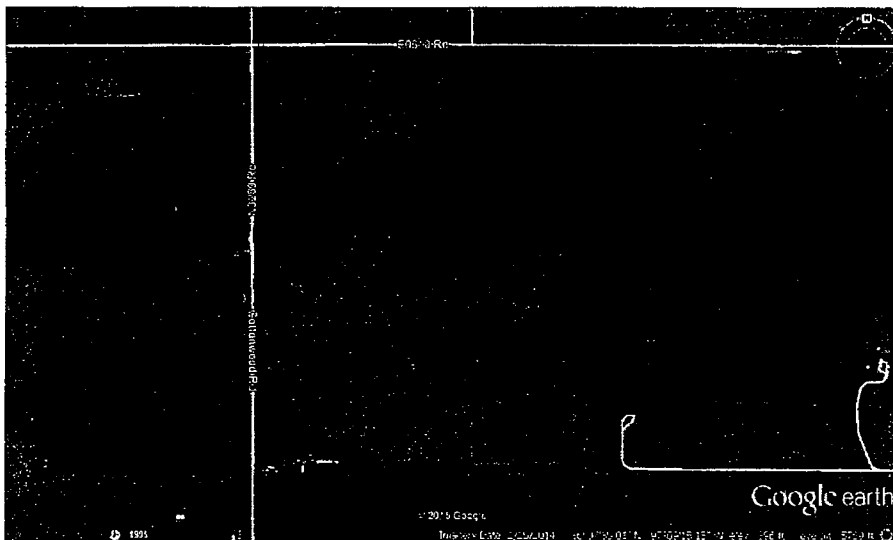
**Parcel 3: TAX ID: 600007615**

The SE/4 of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; LESS AND EXCEPT a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner (SE/Cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the point of beginning; Thence N69°13'13"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°56'05"W 477.13 feet; Thence N00°45'46"W 2515.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27" E 760.13 feet to a point on the East line of the SE/4; Thence S00°07'58"W along the section line 723.13 feet to the point of beginning, excepting from this conveyance and reserving unto Grantor all oil, gas, and other minerals lying in, on, or under the described premises.

The Attached Exhibit "A" replaces and is notwithstanding the initial Exhibit "A".



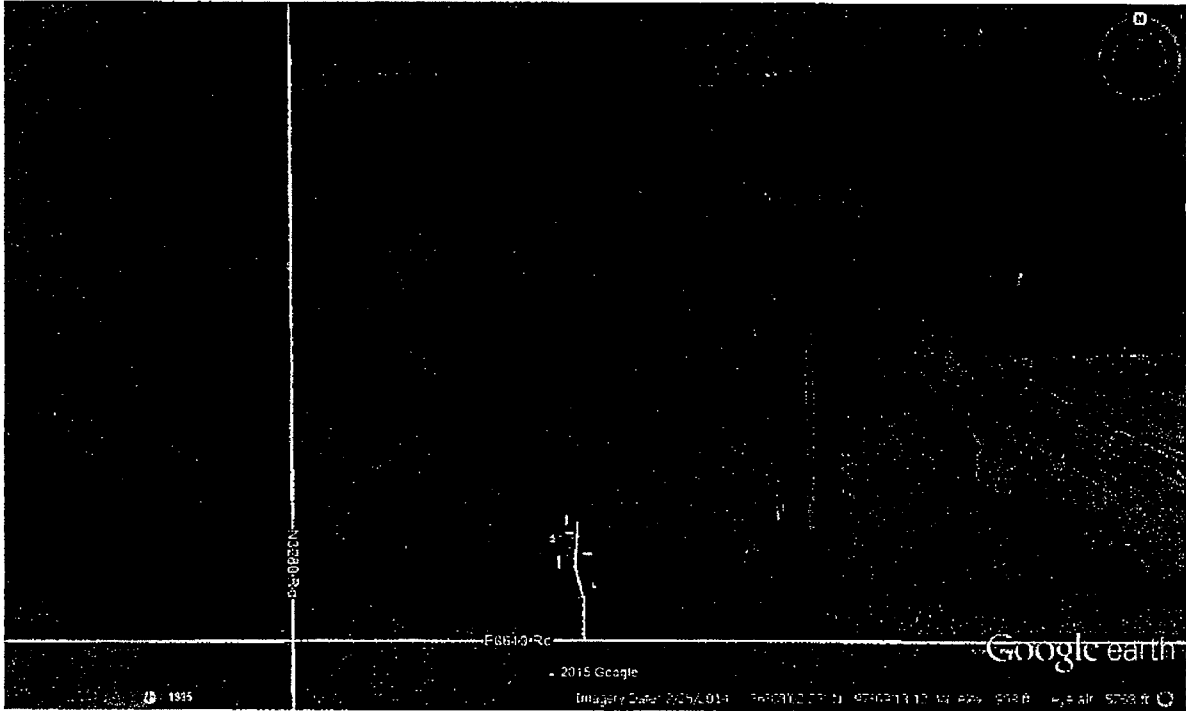
**Parcel 1: TAX ID: 600007573**



14  
5

J-2015-011554 Book: 2280 pg: 814  
8/13/2015 2:50 PM pgs: 813 - 816  
Fees: \$19.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

**Parcel 2: TAX ID: 600007613**

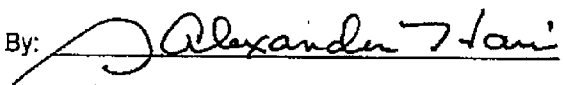


**Parcel 3: TAX ID: 600007615**




EXECUTED this 24th day of July, 2015.

**Grantor:**

By:   
Name: J. Alexander Hair  
Position: Owner/manager

**Grantee:**

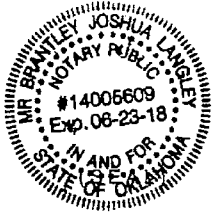
TOMPC LLC

By:   
Name: Cordel Lawson *TLW*  
Title: COO

ACKNOWLEDGEMENTS

STATE OF Oklahoma )  
 )  
COUNTY OF Payne )

This instrument was acknowledged before me on July 24th, 2015 by J. Alexander Hair, The Owner/Manager of Palmetto Agribusiness, LLC.

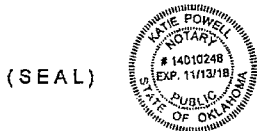


Mr. Brantley Joshua Langley  
Notary Public  
Printed Name: Brantley Joshua Langley  
My Commission Expires: 6-23-18

STATE OF OKLAHOMA )  
 )  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on 12th August, <sup>2015</sup>~~2014~~ by Lindell Hanson the COO of TOMPC LLC, a Delaware limited liability company.

Kate Powell  
Notary Public  
Printed Name: Kate Powell  
My Commission Expires: 11/3/18



Please Return To  
PLS c/o Josh Langley  
920 S Murphy St Apt 22108  
Stillwater OK 74074

1-2015-000194 Book: 2234 pg: 830  
1/1/2015 2:18 PM pgs: 830 - 830  
Fees: \$13.00 Doc: \$0.00  
Gloria Craig, Payne County Clerk  
Payne County - State of Oklahoma

Map No. 22 13

Applicant: CREC SI



Representative: Randy Pittman

### RIGHT-OF-WAY EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned (whether one or more), Palmetto Agribusiness, LLC, for good and valuable consideration, the receipt whereof acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors and assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the County of Payne, State of Oklahoma, being described as follows:

N/2 NE/4 and NW/4 LESS AND EXCEPT a tract of land located in the NW/4, more particularly described as follows: Beginning at the Southwest corner of the W/2 NW/4; thence North 295.16 feet; thence East 295.16 feet; thence South 295.16 feet; thence West 295.16 feet to the point of beginning.

In Section 13, Township 19N, Range 1E, together with the right of ingress and egress over the adjacent lands of the above Grantor(s), successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 30 feet in width, which is described as follows:

The South 30 feet of the North 48 feet and 15 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or re-spacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 20 day of December, 2014.

GRANTOR(S)

Jacob Alexander Hair  
Palmetto Agribusiness, LLC  
By: Jacob Alexander Hair  
Title: Owner

ACKNOWLEDGEMENT

MUST BE SIGNED BY ALL  
PROPERTY OWNERS  
OF RECORD

STATE OF OKLAHOMA

COUNTY OF PAYNE

Jacob Alexander Hair, Owner

Before me, the undersigned Notary Public within and for the above County and State, on the 20 day of December, 2014, personally appeared Palmetto Agribusiness, LLC, known to be the identical person(s) who executed the above 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the 20 day and year last above written.

ALL SIGNATURES MUST  
BE NOTARIZED

[Signature]  
Notary Public

My Commission Expires:

10/08/2017



Please return to Osage Land Company, P. O. Box 20772, Oklahoma City, OK, 73156.

I-2012-002348 02/21/2012 2:22 pm  
Book 2003 Page(s) 0072-0073  
Fee: \$ 0.00 Doc: \$ 0.00  
Linda Hatfield Payne County Clerk  
State of Oklahoma

2003 072

EASEMENT for Public Highway

Project #: BRO-160D(143)CO  
Job piece: J/P NO. 22342(04)  
Parcel: 2

WK JUN 01 2009

KNOW ALL MEN BY THESE PRESENTS:

That J Alexander Hair, Trustee of J Alexander Hair Revocable Trust

of Payne County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in

consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of Payne, hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the NE 1/4 of Section 13, T19N, R1E, I.M., in Payne County, Oklahoma, being more particularly described by metes and bounds as follows:

Beginning at a point on the existing right-of-way line of the County Road which is 32.78 feet N89°49'42"W and 33.00 feet S00°10'18"W of the NE corner of said NE 1/4; thence South 00°12'50" East a distance of 752.08 feet; thence North 12°04'29" West a distance of 716.37 feet; thence North 72°24'30" West a distance of 173.70 feet; thence South 89°49'42" East a distance of 312.62 feet; to the Point of Beginning;

Containing 1.46 acres, feet more or less, of new right-of-way.

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public highway or facilities necessary and incidental thereto, including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

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

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

The undersigned Grantors hereby designate and appoint \_\_\_\_\_ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 21 day of Feb, 2012



Rev.02/2007

J Alexander Hair Trustee of  
J Alexander Hair Revocable Trust  
21 Feb 2012



State of Oklahoma )  
County of DAYNE ) ss. 2008 073

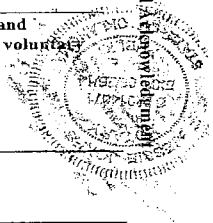
13-19-16  
002348

Before me, a Notary Public in and for said county and state, on this 21 day of Feb, 20 12, personally appeared Alexander Haic and Trustee of Alexander  
Reverable Trust

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 free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]  
Notary Public



My Commission expires: 8/28/14

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

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

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

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

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

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

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

Before me, \_\_\_\_\_ in and for this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_ and to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, and acknowledged to me that \_\_\_\_\_ executed the same as free and voluntary act and deed, and as the free and voluntary act and deed of the \_\_\_\_\_, for the uses and purposes therein set forth.

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

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

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

Individual Acknowledgment

Trust/LLC/Corporation Acknowledgment

2006 0680

1-2012-003427 03/13/2012 9:39 am  
Book 2006 Page(s) 0680-0681  
Fee: \$ 0.00 Doc: \$ 0.00  
Linda Hatfield - Payne County Clerk  
State of Oklahoma

**COVENANT REGARDING DONATED REAL ESTATE**

THIS COVENANT is made this 1st day of March, 2012 by and between the Board of County Commissioners of Payne County, Oklahoma ("Payne County") and J. Alexander Hair, Trustee of the J. Alexander Hair Revocable Trust ("Hair").

RECITALS

A. On or about February 21, 2012, Hair conveyed and dedicated to Payne County a perpetual easement for the purpose of enabling Payne County to construct, build, maintain and regulate a public highway or facilities necessary and incidental thereto across the following described real estate situate in Payne County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the NE/4 of Section 13, T19N, R1E, I.M., in Payne County, Oklahoma, being more particularly described by metes and bounds as follows: Beginning at a point on the existing right-of-way line of the County Road which is 32.78 feet N89°49'42"W and 33.00 feet S00°10'18"W of the NE corner of said NE/4; thence South 00°12'50" East a distance of 725.08 feet; thence North 12°04'29" West a distance of 716.37 feet; thence North 72°24'30" West a distance of 173.70 feet; thence South 89°49'42" East a distance of 312.62 feet to the Point of Beginning,

which easement was recorded in Book 2003 at Pages 72 and 73 in the records of the County Clerk of Payne County, Oklahoma.

B. Said easement was donated, conveyed and dedicated by Hair as part of a county bridge improvement project known as Project # BRO-160D(143)CO, Job Piece (J/P) No. 22342(04), located at or near the intersection of Range Road and McElroy Road in Payne County, Oklahoma.

C. Said easement was donated, conveyed and dedicated by Hair on condition that the elevation of Range Road continuing north and south of its intersection with McElroy Road and the elevation of McElroy Road continuing east and west from its intersection with Range Road will not change as a result of the project for which said easement was granted, in order not to increase flooding of Hair's land that would or could result from such elevation. Payne County accepted said condition, and the parties desire to document their understanding.


NOW, THEREFORE, in consideration of the above recitals, Payne County and Hair agree as follows:

1. The elevation of Range Road continuing north and south from its intersection with McElroy Road and the elevation of McElroy Road continuing east and west from its intersection with Range Road will not be elevated, and the current elevation of said intersection and the roads abutting said intersection will not be changed as a result of the work to be performed by or on behalf of Payne County as part of Project No. BRO-160D(143)CO, Job Piece (J/P) No. 22342(04).

2. This agreement constitutes a covenant running with the above described real estate, and binding upon the same, and the property adjacent to the above described real estate owned by Hair.

IN WITNESS WHEREOF, the parties have executed this Covenant Regarding Donated Real Estate the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF PAYNE COUNTY, OKLAHOMA

  
OFFICIAL Gloria Hesser, Chairperson

*Return to: Payne County Clerk*

*n/c*



ATTEST:

Linda Hatfield  
Linda Hatfield, Payne County Clerk

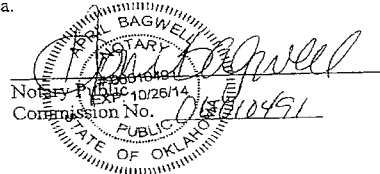
2006 0684  
Jim Arthur  
Jim Arthur, Member

Rocky Blasier  
Rocky Blasier, Member

J. Alexander Hair  
J. ALEXANDER HAIR, Trustee of the  
J. Alexander Hair Revocable Trust  
29 Feb 2012

STATE OF OKLAHOMA )  
                                  ) ss.  
COUNTY OF PAYNE )

The foregoing instrument was acknowledged before me this 12 day of March, 2012 by Gloria Hesser, Chairperson; Jim Arthur, Member; and Rocky Blasier, Member of the Board of County Commissioners of Payne County, Oklahoma.



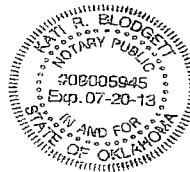
My commission expires: 10/26/14

STATE OF OKLAHOMA )  
                                  ) ss.  
COUNTY OF PAYNE )

The foregoing instrument was acknowledged before me this 29 day of ~~March~~ <sup>Feb</sup>, 2012 by J. Alexander Hair, as Trustee of the J. Alexander Hair Revocable Trust.

Kate R. Blodgett  
Notary Public  
Commission No. 09005945

My commission expires: July 20 2013



William M. Berry, et al,            RIGHT-OF-WAY EASEMENT.

TO

Rural Water Corporation            DATED: February 18, 1970,  
No. 3,

FILED: Jan 4, 1971 at 10:24 A.M.,

RECORDED: Book 186 Misc at page 167

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to William M. Berry, Et Al, George M. Berry Agent, hereinafter referred to as GRANTOR, by RURAL WATER CORPORATION No. 3, hereinafter referred to as GRANTEE the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter, use operate, inspect, repair, maintain, replace, and remove a water pipeline and necessary appurtenances thereto, over, across, and through the land of the GRANTOR situate in Payne County, State of Oklahoma, said land being described as follows:

The Northeast Quarter (NE/4) of Section 13,  
T 19 N, R 1 E,

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

The easement shall be 15 feet in width which is described as follows:

Parallel and adjacent to the County road right of way along the West side of said County Road.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good

RIGHT OF WAY EASEMENT. (cont'd)  
186 Misc at page 167.

repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 18 day of February, 1970.

William M. Berry, et al, by  
George M. Berry, Agent,

William M. Berry, et al, by  
George M. Berry, Agent

State of Oklahoma,  
ss

County of Payne

Before me, the undersigned, a Notary Public, in and for said County and State on this 18 day of February, 1970, personally appeared George M. Berry, Agent (William M. Berry Et al by George M. Berry, Agent), 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.

(Seal.) Rachel L. Gilbreath  
Notary Public  
Rachel L. Gilbreath

My commission expires: December 14, 1970.

DAVID A. GALBRAITH  
(As Shown Below)

WELL-BORE ASSIGNMENT

DATED: Feb. 2, 1983

TO

FILED: May 27, 1983 at 10:49 am

LUKE L. NIGLIAZZO AND  
VENETA BERRY ARRINGTON,  
(As Shown Below)

RECORDED: Book 616 Page 956-957

CONSIDERATION: \$10.00 and OGVC

WELL-BORE ASSIGNMENT

STATE OF OKLAHOMA     )  
                                  )   SS  
COUNTY OF PAYNE     )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned David A. Galbraith, as Executrix of the Last Will of Lyman E. Galbraith, deceased, and as sole heir at law and devisee of said decedent, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Luke L. Nigliazzo and Veneta Berry Arrington, Co-Trustees of the Veneta Berry Arrington Revocable Trust, all her right, title and interest in and to that Oil and Gas Lease dated July 15, 1957, recorded in Book 92 at Page 393, by and between James E. Berry and Edwina M. Berry, husband and wife, Lessors, and Frank G. Berry, Lessee, insofar, and only insofar, as said lease is attributable and pertains to Assignees' Berry No. 3 Well located in the E/2 NE/4 of Section 13, Township 19 North, Range 1 East, Payne County, Oklahoma, including all production of hydrocarbons therefrom and the oil and gas leasehold surface and

sub-surface personal property, fixtures and equipment located thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment shall be effective, for all purposes, as of the date of commencement of drilling operations for the above described Berry No. 3 Well.

IN WITNESS WHEREOF, the undersigned Assignor David A. Galbraith, Executrix of the Last Will of Lyman E. Galbraith, deceased, has executed this instrument this 2nd day of February, 1983.

*David A. Galbraith Executrix*  
David A. Galbraith, Executrix  
of the Last Will of Lyman E.  
Galbraith, deceased.

STATE OF OKLAHOMA    )  
                                  ) SS  
COUNTY OF OKLAHOMA    )

The foregoing instrument was executed before me this 2nd day of February, 1983, by David A. Galbraith, Executrix of the Last Will and Testament of Lyman E. Galbraith, deceased.

Subscribed and sworn to before me this 2nd day of February, 1983.

*Victoria E. Kinde*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
3-26-85  
(S. E. A. L.)

006667 JUN 23 3 06 PM '92 EASEMENT for Public Highway BOOK PAGE 983 770

PAYNE COUNTY SHERIFF SCHIFFER CO. CLERK KNOW ALL MEN BY THESE PRESENTS:

That J. Alexander Hair Single

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

(whether one or more), for and in consideration of the sum of one Dollar (\$1.00)

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

Beginning at a Point 250' West; 33' South of NE/c NE/4 Sec 13-19N-1E; Thence South 75° East 50'; thence East 100'; thence North 62° East 25'; thence West 175' to FOB; containing .0844 ac m/l

(In addition to present right-of-way)



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

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

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

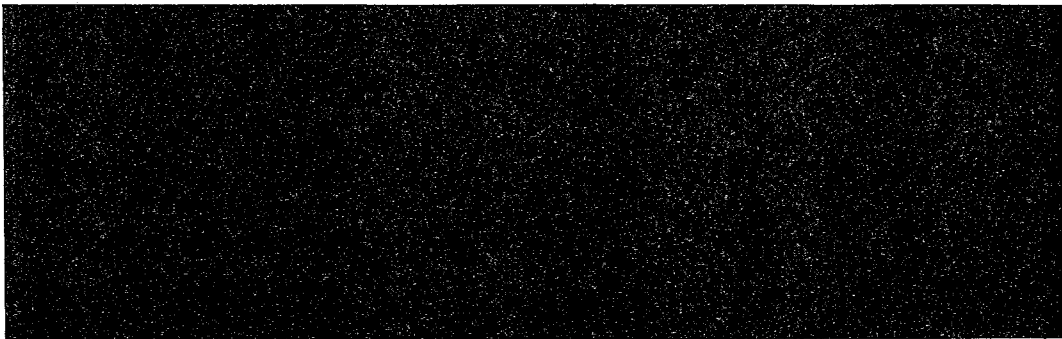
The undersigned Grantors hereby designate and appoint Themselves as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 23 day of June, 1992

RETURN TO: PAYNE COUNTY CLERK P.O. BOX 7 STILLWATER, OK 74076

[Signature]

R/W Form 8 County Rev. 3-30-79





BOOK PAGE

State of Oklahoma }  
County of Payne } ss.

983 774

Before me, a Notary Public in and for said county and state, on this 23 day of June, 1992, personally appeared J. Alexander Hair and

Individual Acknowledgment

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

Witness my hand and seal the day and year last above written.  
\_\_\_\_\_  
Notary Public

My Commission expires: 3-16-96

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

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

Individual Acknowledgment

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

Witness my hand and seal the day and year last above written.  
\_\_\_\_\_  
Notary Public

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

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

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

Corporation Acknowledgment

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

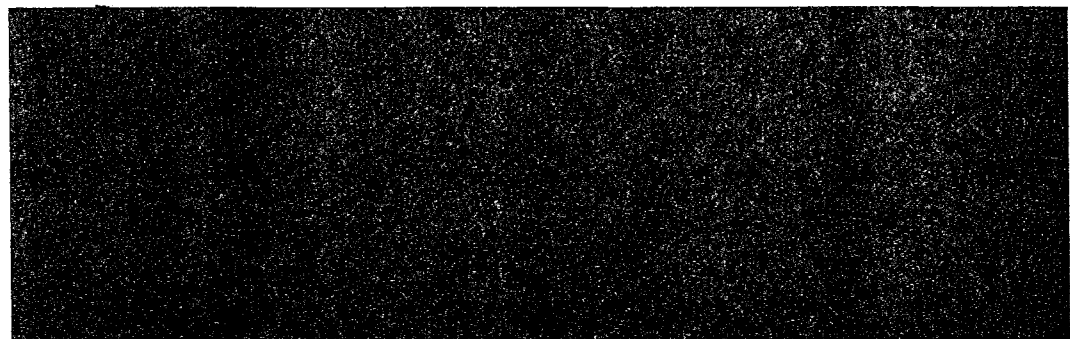
Witness my hand and seal the day and year last above written.  
\_\_\_\_\_  
Notary Public

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

06667

13-11-92

*Notary Public*



J-2015-000194 Book 2234 pg: 830  
1/7/2015 2:18 PM pgs: 830 - 830  
Fees: \$13.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma



Map No. 22 13

Applicant: CREC SI

Representative: Randy Pittman

### RIGHT-OF-WAY EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned (whether one or more), Palmetto Agribusiness, LLC, for good and valuable consideration, the receipt whereof acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors and assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the County of Payne, State of Oklahoma, being described as follows:

N/2 NE/4 and NW/4 LESS AND EXCEPT a tract of land located in the NW/4, more particularly described as follows: Beginning at the Southwest corner of the W/2 NW/4; thence North 295.16 feet; thence East 295.16 feet; thence South 295.16 feet; thence West 295.16 feet to the point of beginning.

In Section 13, Township 19N, Range 1E, together with the right of ingress and egress over the adjacent lands of the above Grantor(s), successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 30 feet in width, which is described as follows:

The South 30 feet of the North 48 feet and 15 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or re-spacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 20 day of December, 2014

GRANTOR(S)

Jacob Alexander Hair  
Palmetto Agribusiness, LLC  
By: Jacob Alexander Hair  
Title: Owner

ACKNOWLEDGEMENT

MUST BE SIGNED BY ALL  
PROPERTY OWNERS  
OF RECORD

STATE OF OKLAHOMA

COUNTY OF PAYNE

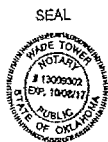
Jacob Alexander Hair, Owner  
Before me, the undersigned Notary Public within and for the above County and State, on the 20 day of December, 2014, personally appeared Palmetto Agribusiness, LLC, known to be the identical person(s) who executed the above and foregoing instrument, and acknowledged to me that HE executed the same as HIS free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the 20 day and year last above written.

ALL SIGNATURES MUST  
BE NOTARIZED

Jade Jones  
Notary Public

My Commission Expires:  
10/08/2017



Please return to Osage Land Company, P. O. Box 20772, Oklahoma City, OK, 73155.

John Greiner and Fern Greiner

RIGHT OF WAY

To

DATED: March 15, 1956

Southwestern Bell Telephone Company, a corporation

FILED: Apr 6, 1956 at 10:45 A.M.

RECORDED: Book 125 Misc., Page 426.

\$80.00

Received of SOUTHWESTERN BELL TELEPHONE COMPANY, a Corporation of the State of Missouri Eighty and No/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in

The South one-half (S½) of the Southeast one-fourth (SE¼) of Section 13, Township 19 North, Range 1 East.

of \_\_\_\_\_, County of Payne and State of Oklahoma, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within eight feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The North boundary of said one rod strip shall be a line parallel to and 5 feet North of the first cable or conduit laid, which shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The wires, conduit or cable laid under this grant shall be laid upon a route selected by the grantee,

PAYNE COUNTY



TITLE COMPANY

Book 125 Misc., Page 426.....Cont'd.

its successors or assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and the grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 15 day of March, 1956 at Stillwater, Okla.

John Greiner  
Fern Greiner

Witness:  
R. W. Rogers

ACKNOWLEDGED:            March 15, 1956  
                                 By John Greiner and Fern Greiner, his wife  
                                 Before H. C. Campbell, Notary Public in  
                                 and for County of Payne, State of Oklahoma.  
                                 (SEAL)  
                                 Commission expires Dec 4, 1957.

RECORDED IN THE OFFICE OF THE PAYNE COUNTY CLERK  
PAYNE COUNTY, OKLAHOMA.

FILED: July 19, 1967 at 2:35 P.M.

RECORDED: BOOK: 172 MS  
PAGE: 154

FILED FOR RECORD JUL 19 1967 2:35 PM JOHN HOWARD, CO. CLERK  
OKLAHOMA ELECTRIC COMPANY

Cottonwood Creek-OSU  
JO 99-9894

Easement

BOOK 172 MS PAGE 154

KNOW ALL MEN BY THESE PRESENTS: That J H Arrington

AND ~~Walter Arrington~~ his ~~son~~ wife in consideration of the sum of

Ten and more-----Dollars in hand paid, the receipt of which is hereby acknowledged, does hereby grant and warrant unto OKLAHOMA ELECTRIC COMPANY, an Oklahoma corporation, its successors and assigns, the right, privilege and authority to enter upon and erect, operate, maintain, and reconstruct a system of poles or metal towers, structures, wires and fixtures for the transmission of electric current and telephone and telegraph message, including the right of ingress and egress to and from said system across adjoining lands of Grantors and the right to remove any structures or obstructions and to cut, trim or remove any trees which may at any time in the sole judgment of the Grantee interfere with or endanger said system or its maintenance and operation, upon, under and across the following described real prop.

erty and premises situated in Payne County, State of Oklahoma, to-wit:

SE 1/4 SE 1/4 of Section 13, Township 19 North, Range 1 East, I.M.  
The facilities to be constructed are described and limited as follows:  
From a stub pole located approximately 1200 feet North and 35 feet West of the Southeast Corner of the above described land, there will be down-guys and one (1) anchor extending Westerly approximately 40 feet to the ground line.

This is not now, nor ever has been a homestead.

Physical damage to the surface of the land, grass, fences and planted crops, exclusive of trees, caused by construction or repair work on said system to be paid on completion of the work.

~~Grantee shall have the right to control the growth of brush and trees in such area in accordance with the provisions of the Oklahoma Conservation Code.~~

The rights and privileges above granted shall continue as long as same are used or needed for the transmission of electric current or telephone and telegraph messages; but should the grantee remove its property from the premises, and abandon the right of way herein granted, then this grant shall become null and void.

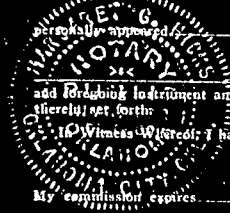
SIGNED AND DELIVERED THIS 17<sup>th</sup> day of July, 1967

WITNESS:

ACKNOWLEDGEMENT

STATE OF OKLAHOMA, Oklahoma COUNTY, SS

Before me, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of July, 19 67



J H Arrington ~~Notary Public~~ his wife

and foregoing instrument and acknowledged to me that ~~she~~ he executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

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

March 9, 1968 Margaret G. Dick  
Notary Public

Imp Req \_\_\_\_\_ Est \_\_\_\_\_ (Draft No. 6824) File No. \_\_\_\_\_  
FORM 460-(REV. 10-64)

RETURN TO  
ARCO EXPLORATION COMPANY  
LEASE PURCHASE UNIT  
P. O. BOX 2819, DALLAS, TEXAS 75221

AR# 73874

03663

RETURN TO  
ARCO EXPLORATION COMPANY  
LEASE PURCHASE UNIT  
P. O. BOX 2819, DALLAS, TEXAS 75221

Filed at H/12 AM  
Payne County Clerk MAR 21 1984 BOOK 641 PAGE 508

### Atlantic Richfield Company Right of Way Easement

For and in consideration of Four Hundred Seventy-one & 100/100 dollars, the receipt of which is hereby acknowledged, O. S. U. Foundation, Student Union H-100, Stillwater, Oklahoma  
74078

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto Atlantic Richfield Company, a Pennsylvania corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipe line for the transportation of liquids and/or gases on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple,

situated in Payne County, State of Oklahoma to wit:  
Easement starting at the NE corner of the SE/4 of Section 13, T19N, R1E and extend 259 feet West, then South 10 feet then East 259 feet, then North 10 feet back to the origin.

together with the right of unimpaird access to said pipe line and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct nor permit to be built, created, or constructed any obstruction, building, engineering work, or other structure upon or over the said pipe line or its right of way.

The consideration paid to and accepted by Grantor hereof includes payment for all damages to said land, and any part thereof, and to anything situated thereon, including but not limited to crops, timber, and improvements thereon, caused by personnel, vehicles, and equipment performing work in connection with construction and operations pursuant hereto, provided that Grantee agrees to repair any actual damage which may be done to improvements directly caused by Grantee exercising any rights herein granted.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantor's use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other water course.

As a part of the consideration hereinabove recited, Grantors hereby grant unto said Grantee the right to any tract of land to construct and operate and maintain and repair and protect and take such other actions as may be necessary to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipe line for the transportation of liquids and/or gases on, over, and through the above-described land.

and Grantee agrees to pay to Grantors for each additional pipe line constructed the sum of \$                     for each additional pipe line. Grantee shall be liable to Grantors for the cost of any pipe line constructed on the above-described land. Said additional pipe line or pipe lines shall be subject to the same rights, powers and conditions set forth in this right of way easement.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, and payment so made shall be deemed and considered as payment to each of said grantors.

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



AR3B-1228

The terms, conditions, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, Grantor                      has hereunto set his hand this 6 day of February, 1957.

Witnesses:                      Grantors: Charles E. Dent  
                     for: OSU Foundation

Acknowledgement of Individual

State of Oklahoma  
County of Prine  
Before me, a notary public, in and for said County and State, on this 6 day of February, 1957, personally appeared Charles E. Dent to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
My commission expires: October 22, 1966 Billie B. Smith  
Notary Public

Acknowledgement For Corporation

State of                       
County of                       
The foregoing instrument was acknowledged before me this                      day of                     , 19                    , by                      (Name of Officer)                      (Title of Officer) of                      a                      (Name of Corporation acknowledging) (State of Incorporation) corporation, on behalf of said corporation.  
My commission expires:                      Notary Public

12-19-18  
Series                      Line No. 003551 From                       
FILED IN RECORD BOOK 641 PAGE 509  
TO AND FROM                      Atlantic Field Company  
Line                      SHEETS                      PER                       
Length                      COUNTY                      DEPUTY BY                      Rods                       
District                      INDEXED                       
Authority                      DIRECTED                       
Connection                      REVERSE                       
Draft                      RELEASED                       
APRO  
60



006926

Engineer: Russ Barnes

JUN 23 1 45 PM '93

BOOK PAGE

1014 0483

Account No. 22 13 14

PAYNE COUNTY  
SHERIFF SCHEFFER  
COUNTY CLERK

Applicant: Payne County Rural  
Corp. #3

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned, (whether one or more) Rural Water Corporation #3, an Oklahoma Corporation by Merle Wedel, President (unmarried) (husband or wife) for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors or assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the county of PAYNE State of Oklahoma, being described as follows:

A tract of land in the SE/4 of Section 13, T19N, R1E, of the I.M., Payne County, Oklahoma, more particularly described as follows: Beginning at a point 846.7' North of SE/Corner of said SE/4; thence West 258.7'; thence North 1793.3'; thence East 258.7'; thence South 1793.3' to point of beginning, containing approximately 10.67 acres, more or less

in Sec. 13, Twp. 19, Range 1E, together with the right of ingress and egress over the adjacent lands of the above grantor(s) successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to cut, trim and control by chemical or mechanical means trees, shrubbery, and other vegetation that may interfere or threaten or endanger the operation of said line of system.

This easement shall be 20 feet in width, which is described as follows:

ALONG AND PARALLEL WITH ROAD RIGHT-OF-WAY ON EAST SIDE OF SAID PROPERTY

and 10 feet either side of the electric facilities as built or existing and the necessary easement to serve premises.

The undersigned also agrees that this easement permits the future addition or respacing of poles and overhead systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 15 day of JUNE, 1993

GRANTOR Rural Water Corporation #3, an Oklahoma Corporation

Merle D. Wedel president

Robert F. Reiszbeck Sec. - Treas.

ACKNOWLEDGMENT  
Individual/Corporate

STATE OF OKLAHOMA

COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on the 15 day of June, 1993 personally appeared Merle D. Wedel & Robert F. Reiszbeck Rural Water Corporation #3, an Oklahoma Corporation

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

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the day and year last above written.



Lisa Scumm

Notary Public  
Residing at:

Stillwater

Return this to Central Rural Electric Cooperative, P. O. Box 1809, Stillwater, OK 74075.

gac



1-2015-011390 Book 2280 pg. 267  
 8/11/2015 8:23 AM pgs: 267 - 267  
 Fees: \$13.00 Doc: \$0.00  
 Glenna Craig, Payne County Clerk  
 Payne County - State of Oklahoma

**GENERAL UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT JACOB ALEXANDER HAIR, as Trustee of THE JACOB ALEXANDER HAIR REVOCABLE TRUST, dated November 1, 2013, ADDRESS 320 N. Range Road, Stillwater, Oklahoma, 74075, Grantor, does hereby grant and warrant unto the OWNERS OF RECORD, their successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of Payne, State of Oklahoma, and more particularly described as follows, to-wit:

TRACTS OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTEEN (13), TOWNSHIP NINETEEN (19) NORTH, RANGE ONE (1) EAST, INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TWENTY (20) FOOT STRIP, LYING ALONG AND 10 FEET EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH ALONG THE SECTION BOUNDARY A DISTANCE OF 1350.00 FEET TO THE POINT OF BEGINNING: THENCE WEST A DISTANCE OF 233.00 FEET, THENCE 117.81 FEET AROUND A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 150 FEET, A CHORD LENGTH OF 114.81 FEET AND A CHORD BEARING OF N.67d 30' 00" W., THENCE N. 45d 00' 00" W. A DISTANCE OF 58.58 FEET, THENCE 39.27 FEET AROUND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD LENGTH OF 38.27 FEET, AND A CHORD BEARING OF N. 67d 30' 00" W., THENCE WEST A DISTANCE OF 778.92 FEET TO THE POINT OF TERMINATION.

AND A TRACT IN SAID SOUTHEAST QUARTER OF SECTION THIRTEEN BEGINNING 1350.00 FEET NORTH AND 60.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE WEST 15.00 FEET, THENCE SOUTH 250.00 FEET, THENCE EAST 15.00 FEET, THENCE NORTH 250.00 FEET TO THE POINT OF BEGINNING.

And to construct, operate, reconstruct, and maintain on the above described lands all utilities for the benefit of the landowners.

Grantor hereby consents to the trimming of any trees, vegetation, and foliage on Grantor's property immediately adjacent to the easement granted, and Grantee shall have the right to enter upon Grantor's property for this purpose.

Signed and delivered this 3 day of Aug, 2015.

*Jacob Alexander Hair*, Trustee  
 JACOB ALEXANDER HAIR, TRUSTEE

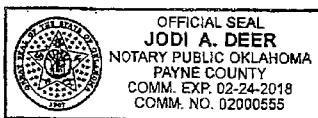
State of Oklahoma  
 County of Payne SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared Jacob Alexander Hair, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its TRUSTEE, and acknowledged to me that he executed the same as his free and voluntary act and deed of such trust, for the uses and purposed therein set forth.

My Commission expires: 2/24/2018  
 Commission # 02000555

*Jodi A. Deer*  
 Notary Public

Return to: *Jacob Alexander Hair*  
 320 N. Range Road  
 Stillwater, OK 74074



RECORDED IN THE OFFICE OF THE PAYNE COUNTY CLERK  
PAYNE COUNTY, OKLAHOMA.

FILED: March 21, 1984 at 11:18 A.M.

RECORDED: BOOK: 641  
PAGE: 510

BOOK 641 PAGE 510

Filed at 11:18 AM  
Payne County Clerk MAR 21 1984

**Atlantic Richfield Company**  **Right of Way Easement**

For and in consideration of Four Thousand Three Hundred <sup>Thirty-one</sup> dollars, the receipt of which is hereby acknowledged, Arrington Estates, c/b Gary Roberts, Suite 106, 3022 NW

Expressway, Oklahoma City, Oklahoma 73112

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto Atlantic Richfield Company, a Pennsylvania corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipe line for the transportation of liquids and/or gases on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple,

situated in Payne County, State of Oklahoma to wit:

A right-of-way and damages for an area <sup>20' ~~50'~~</sup> Fifty <sup>50'</sup> feet in width, starting in the NW corner of SE/4 of Sec. 13, T19N, R1E Payne County, Oklahoma and extending twenty three hundred eighty two (2,382') feet East for the purpose of laying a pipeline. Said easement would need to temporarily dip South fifty (50') feet to bypass an existing cattle feeding pen.

This easement shall lapse and cease at any time when said pipe line has not been used to transport liquids or gases in commercial quantities for a period of 12 consecutive months, except in the case of force majeure. In addition, Grantor grants unto Atlantic Richfield Company an additional construction easement extending twenty (20) additional feet from either side of said right-of-way easement for purposes of and during the period of construction of said pipeline, said additional easement to lapse and cease upon the completion of such construction together with the right of unimpaired access to said pipe line and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct nor permit to be built, created, or constructed any obstruction, building, engineering work, or other structure upon or over the said pipe line or its right of way.

The consideration paid to and accepted by Grantor herefor includes payment for all damages to said land, and any part thereof, and to anything situated thereon, including but not limited to crops, timber, and improvements thereon, caused by personnel, vehicles, and equipment performing work in connection with construction and operations pursuant hereto, provided that Grantee agrees to repair any actual damage which may be done to improvements directly caused by Grantee exercising any rights herein granted.

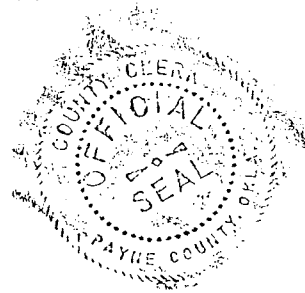
Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantor's use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other water course.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee the right at any time to construct and operate an additional pipeline or pipelines substantially parallel to the first pipeline constructed by Grantee on Grantors' land.

and Grantor agrees to pay Grantors for each additional pipe line constructed the sum of \$  
\_\_\_\_\_ and on or before the time Grantor commences to construct such pipe line  
on the land hereinabove described said additional pipe line or pipe lines shall be subject to the same rights,  
privileges and conditions as set forth in this right of way easement.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, and payment  
so made shall be deemed and considered as payment to each of said grantors.

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



The terms, conditions, and provisions of this right of way easement shall extend to and be binding upon the  
heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, Grantor has hereunto set his hand this 10th day of  
February, 1984.

Witnesses:

Dean L. Falken

Grantor:

Luke L. Nigliazzo, Jr., Trustee of  
The J. H. Arrington Trust

Randy S. Endicott

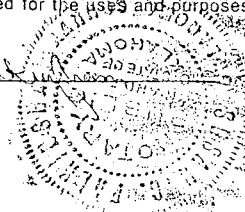
Acknowledgement of Individual

State of Oklahoma )  
County of Oklahoma )

Before me, a notary public, in and for said County and State, on this 10th day of February,  
1984, personally appeared Luke L. Nigliazzo, Jr., Trustee of The J. H. Arrington Trust  
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged  
to me that he executed the same as his free and voluntary act and deed for the uses and purposes  
therein set forth.

My commission expires: December 3, 1985

Dean L. Falken  
Notary Public



John E. Greiner and Fern  
C. Greiner,

to

Jno. W. Nichols,

A G R E E M E N T

DATED: August 1st, 1958

FILED: Aug. 12, 1958 at 8:15 A.M.

RECORDED: Book 134 Misc., Page 471.

- - - - -

THIS AGREEMENT, made and entered into this 1st day of August 1958, by and between JOHN E. GREINER and FERN C. GREINER, designated as OWNERS, and JNO. W. NICHOLS,

WITNESSETH:

That Owners are vested with the fee interest in the following described tract of land situated in Payne County, State of Oklahoma, to-wit:

The Southeast Quarter (SE/4) of Section 13, Township 19 North, Range 1 East,

and Jno W. Nichols desires to drill a salt water disposal well on this tract, to be located approximately One Hundred (100) feet north-east of the center of the SE/4 NW/4 SE/4 of said Section 13, for the disposal of salt water produced by Jno. W. Nichols and others;

NOW, THEREFORE, for the consideration of \$180.00, the receipt of which is hereby acknowledged, and in consideration of additional sums as hereinafter set forth, the parties hereto agree as follows:

(1) Owners agree that Jno. W. Nichols may drill an imput well for salt water and for other purposes as Jno. W. Nichols may elect, in the SE/4 NW/4 SE/4 of Section 13, Township 19 North, Range 1 East, Payne County, Oklahoma, whether such salt water is produced from leases operated by Jno. W. Nichols or from leases operated by other parties.

Book 134 Misc., Page 471. . .Cont'd.

(2) Owners hereby grant unto Jno. W. Nichols, his heirs, successors, or assigns, the use of the premises above-described, together with the right to erect thereon, pipelines and other necessary structures incident to the operation of said well for the purposes herein expressed; and by these presents full rights of ingress and egress are granted, together with all necessary easements incident to the transportation of said salt water across said land and into said well. Said pipe line when laid to be laid at the approximate locations within ten (10) feet of the north and south boundary lines of said land to points near the center of said boundaries and from said north boundary line in a southerly direction to said salt water disposal well and from the south boundary line, salt water pipelines shall be along the roadway from south boundary line of said land in a northerly direction to the salt water disposal well. No line shall be laid along the East or West boundary lines of said land nor across said land, except at the locations above set forth and when requested by owners, said pipeline shall be buried at a depth of at least Eighteen (18) inches. No structure, tank, pump or equipment other than pipeline shall be constructed, layed or erected within 660 feet of the boundary lines of said land. It is also agreed that upon termination of this agreement, Jno. W. Nichols shall have the right to remove all equipment and personal property from the premises.

(3) Jno. W. Nichols agrees to pay to Owners the sum of \$50.00 as damages for the laying of electric line from the south boundary of said tract, along the present road used to service the Greiner No. 1 well, to a location approximately 75 feet northeast of this Greiner No. 1 well, where the salt water tank and pump will be located.

(4) Jno. W. Nichols agrees to pay to the Owners, as damages, \$1.00 per lineal rod of pipeline across subject tract where the pipeline is used for the transportation of salt water from other properties to the salt water disposal well.

(5) Owners warrant and covenant that they are vested with valid fee interest in the property involved and that they have good right and authority to enter into this agreement.

(6) TO HAVE AND TO HOLD the same unto Jno. W. Nichols, his heirs, successors or assigns, for a period of One (1) year from and after the date hereof, and thereafter from year to year so long as the same shall be used for the purposes herein stated. In the event that

Book 134 Misc., Page 471. . . Cont'd.

at the end of this first year period the premises are still being used for the disposal of salt water, Jno. W. Nichols, his heirs, successors or assigns will pay to the Owners, the sum of \$180.00 per year in advance for each and every year that the premises are used for the disposal of salt water after the initial One (1) year period. This agreement shall inure to the benefit of and be binding upon the heirs, successors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above-written.

John E. Greiner  
John E. Greiner

Fern C. Greiner  
Fern C. Greiner

Jno. W. Nichols  
Jno. W. Nichols

ACKNOWLEDGED: August 1st, 1958  
By John E. Greiner and Fern C. Greiner,  
Before H. C. Campbell, Notary Public,  
in and for Payne County, State of Oklahoma.  
(SEAL)  
Commission expires Dec. 4, 1961.

ACKNOWLEDGED: August 6th, 1958  
By Jno. W. Nichols,  
Before John M. Rowntree, Notary Public,  
in and for Oklahoma County, State of Oklahoma.  
(SEAL)  
Commission expires May 29, 1960.