

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**American Abstract Company of McClain County, Inc.**

**(File Number: 20240963)**

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**Auction Tracts 1 & 2**  
**(Carter County, Oklahoma)**

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*For October 8, 2024 auction to be conducted by:*

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

*On behalf of:*

**1306 Funding, LLC**

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

**Issuing Agent:** American Abstract Company of McClain County, Inc.  
**Issuing Office:** 138 W. Main St, Purcell, OK 73080  
**Issuing Office's ALTA® Registry ID:** 0002360  
**Loan ID No.:**  
**Commitment No.:** 20240963-1  
**Issuing Office File No.:** 20240963  
**Property Address:** Pt NE¼ 1-1S-3W, OK

1. **Commitment Date:** September 6, 2024 at 07:59 AM

2. **Policy to be issued:**

**Proposed Amount of Insurance:**

- |  |        |
|--|--------|
| a. ALTA Owners Policy (07/01/2021)<br>Proposed Insured: TBD<br>The estate or interest to be insured: Fee Simple  | \$0.00 |
| b. ALTA Loan Policy (7/1/2021)<br>Proposed Insured: , its successors and/or assigns as their<br>respective interests may appear.<br>The estate or interest to be insured: Fee Simple | \$0.00 |

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:**

1306 Funding, LLC, by virtue of a Warranty Deed recorded March 1, 2021 in Book 7001, page 324; Warranty Deed recorded March 31, 2021 in Book 7017, page 211; Warranty Deed recorded April 8, 2021 in Book 7022, page 244; Warranty Deed recorded March 28, 2022 in Book 7188, page 313; Warranty Deed recorded March 27, 2022 in Book 7223, page 219 and Journal Entry recorded May 22, 2023 in Book 7384, page 306 and a Journal Entry recorded February 26, 2024 in Book 7494, page 171.

5. **The Land is described as follows:**

The Northeast Quarter (NE/4) also described as Government Lots One (1) and Two (2) and the South Half (S/2) of the Northeast Quarter (NE/4) of Section One (1), Township One (1) South, Range Three (3) West, Carter County, Oklahoma, LESS AND EXCEPT a strip, piece or parcel of land lying in the NE/4 of Section 1, Township 1 South, Range 3 West, Carter County, Oklahoma, said parcel of land being described as follows: Beginning at a point on the present east statutory right-of-way line of County Road No. NS311, 526.39 feet (160.442 meters) north of and 16.50 feet (5.029 meters) west of the SE corner of said NE/4, thence north along said present east right-of-way line a distance of 377.30 feet (115.000 meters), thence S20°32'20" W a distance of 175.45 feet (53.478 meters), thence south and parallel to the east line of said NE/4 a distance of 49.21 feet (15.000 meters), thence S 21°01'00E" a distance of 175.45 feet (53.478 meters) to the point of beginning.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 20240963

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



**SCHEDULE A**  
(Continued)

**STEWART TITLE GUARANTY COMPANY**

*Gayle Helton*

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Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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File No.: 20240963

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 20240963

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. Joint Tenancy Deed from 1306 Funding, LLC to TBD.
  - b. Mortgage from TBD to , securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
7. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

**Note:** Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
8. Obtain a Final Report for issuance of title policy.
9. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

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File No.: 20240963

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



## SCHEDULE B PART I

(Continued)

10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to PURCHASE in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to 1306 Funding, LLC, furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.
13. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

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File No.: 20240963

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



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 20240963

**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. Rights or claims of parties in possession not recorded by the Public Records.
3. Easements, or claims of easements, not recorded by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded by the Public Records.
6. Taxes or assessments which are not recorded as existing liens by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.
11. Easement in favor of Arbuckle Soil and Water Soil Conservation District recorded September 25, 1964 in Book 505, page 324.

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File No.: 20240963

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



## SCHEDULE B PART II

(Continued)

12. Easement in favor of Mobil Pipe Line Company recorded October 18, 1972 in Book 660, page 147.
13. Report of Commissioners recorded in Case NO. CV-2001-24.
14. Permanent Easement as shown in a Notice of Pendency of Action recorded April 24, 2019 in Book 6708, page 36.

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File No.: 20240963

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



505 PAGE 324  
ADMITTED TO RECORD

58CB-61  
(1964)

1964 SEP 25 PM 1:53

6002

505 PAGE 324

# EASEMENT

REC. R. J. FEK - CO. CLERK  
CARTER CO., OKLA.

(CHANNEL IMPROVEMENT)

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Mrs. Effie Austin  
of Tatum, Okla. Box 1 Grantor, does hereby grant, bargain, sell, convey and release unto Arbuckle Soil & Water Conservation District

of Andromeda, Oklahoma its successors and assigns, Grantor, a permanent and perpetual easement in, over and upon the following described land situated in the County

of Andromeda, Oklahoma Carter, State of Oklahoma, to wit: NW<sup>1</sup>NE<sup>1</sup> & NE<sup>1</sup>SW<sup>1</sup>NE<sup>1</sup> & W<sup>1</sup>NE<sup>1</sup>NE<sup>1</sup> & SE<sup>1</sup>NE<sup>1</sup>NE<sup>1</sup> & N<sup>1</sup>SE<sup>1</sup>NE<sup>1</sup> & SE<sup>1</sup>SE<sup>1</sup>NE<sup>1</sup> Sec. 1 - Twp 1 south Rpt 3 west of Indian Base & Meridian in Carter County, Okla.

for the purpose of or in connection with construction and/or improvement of a multiple purpose flood prevention drainage channel along with appurtenant side inlet pipes or channels located on the above described lands, such construction to include widening, deepening and straightening of such channel and the spreading of the excavated material on adjacent lands; for or in connection with the operation, maintenance, and inspection of such channel; and for the flowage of any waters in, over,

or through such channel all as set forth in the plan for works of improvement in the Wildhorse Creek watershed on file in the office of the Grantee.

1. In the event construction of the above described works of improvement is not commenced within 120 months from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the rights of ingress and egress at any time over and upon the above described land for the purpose of construction, the checking of operations, and the inspection and maintenance of the above described works of improvement.
3. This easement includes the right of ingress and egress at any time to and from said works, over and across lands of the Grantor described as See map

4. There is reserved to the Grantor, his heirs and assigns, the rights and privileges to use the above described land at any time in any manner and for any purpose that does not interfere with construction, operations, maintenance and inspection of the above described works of improvement.

5. The lands and easements herein granted are subject to all easements, rights of ways, mineral reservations or other rights.

6. The laws of the State of Oklahoma shall govern the above described works of improvement.

Exempt #11



To have and to hold the aforesaid easement, in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantor, his successors and assigns, forever.

In witness whereof, the Grantor has executed this instrument on the 3<sup>rd</sup> day of September, 1964.

[Signature]  
Grantor

\_\_\_\_\_  
Grantor



**ACKNOWLEDGMENT**

STATE OF OKLAHOMA }  
COUNTY OF Carter } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of September, 1964, personally appeared Mrs. Effie Austin ~~and~~

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

MY WITNESS SAID I have hereto set my hand and official seal, the date and year last hereinabove written.

[Signature]

FOR AND IN CONSIDERATION of \_\_\_\_\_ DOLLARS  
and other valuable considerations  
to me paid, the receipt of which is hereby acknowledged, Effie Austin

#12

do hereby grant and convey to MOBILE PIPE LINE COMPANY, a corporation organized under the laws of the State of Delaware, with its principal office at Dallas, Texas, having a permit to do business in the State of Oklahoma, its successors and assigns, the rights of way, easements and privileges to enter at any time and from time to time to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair, maintain, remove and operate electric lines, telegraph lines, telephone lines, trestles and steel towers and other devices for the control of pipe line corrosion over, across and through Grants lands situated in the County of Carter and State of Oklahoma, described as follows, to-wit:  
One (1), Township  
E/2 of NE/4 Section 18, R3N

with ingress and egress to and from the same.

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

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

Should more than one pipe line be laid under this grant at any time One Dollar per rod shall be paid for each additional line so laid, besides the damage above provided for.

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

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

EXECUTED This 27 day of October A. D. 19 72

RECORDED

OCT 19 8 21 AM '72  
BOOK 660 PAGE 147  
FLORENCE JONES  
COUNTY CLERK  
CARTER CO., OKLA.

Effie Austin

*W. B. Ross*

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

Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



*J. A. [Signature]*  
Notary Public.

MY COMMISSION EXPIRES FEB. 26 1973  
My commission expires \_\_\_\_\_

STATE OF OKLAHOMA }  
County of \_\_\_\_\_ } ss.

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

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

Notary Public.

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

RETURN TO:  
MOBILE PIPE LINE CO.  
REGIONAL CLAIMS DEPT.  
P. O. BOX 900  
DALLAS, TEXAS 75221

6910  
No. X-2419  
RIGHT OF WAY  
SERVE ASHLEY  
TO  
MOBILE PIPE-LINE COMPANY  
Agent: Mr. J. M. Person  
Line: 4" Gas Line  
Route: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA }  
County of \_\_\_\_\_ } ss.

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

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

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

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

Notary Public.

04/24/2019 3:51 pm Pg 38-40  
Fee: \$ 21.00 Doc: \$ 0.00  
Kayelyn Clubb - Carter County Clerk  
State of Oklahoma



1133 a

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA

MIDSHIP PIPELINE COMPANY, LLC )

*Plaintiff,* )

v. )

TRACT NO. BR-0860.000, 2.331 )  
ACRES OF LAND, MORE OR LESS, )  
PERMANENT EASEMENT )  
(PIPELINE RIGHT OF WAY) )  
IN BRYAN COUNTY, OKLAHOMA, )  
*et al.,* )

*Defendants.* )

Case No. 6:18-cv-302-RAW  
Judge Ronald A. White

#14

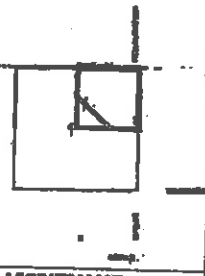
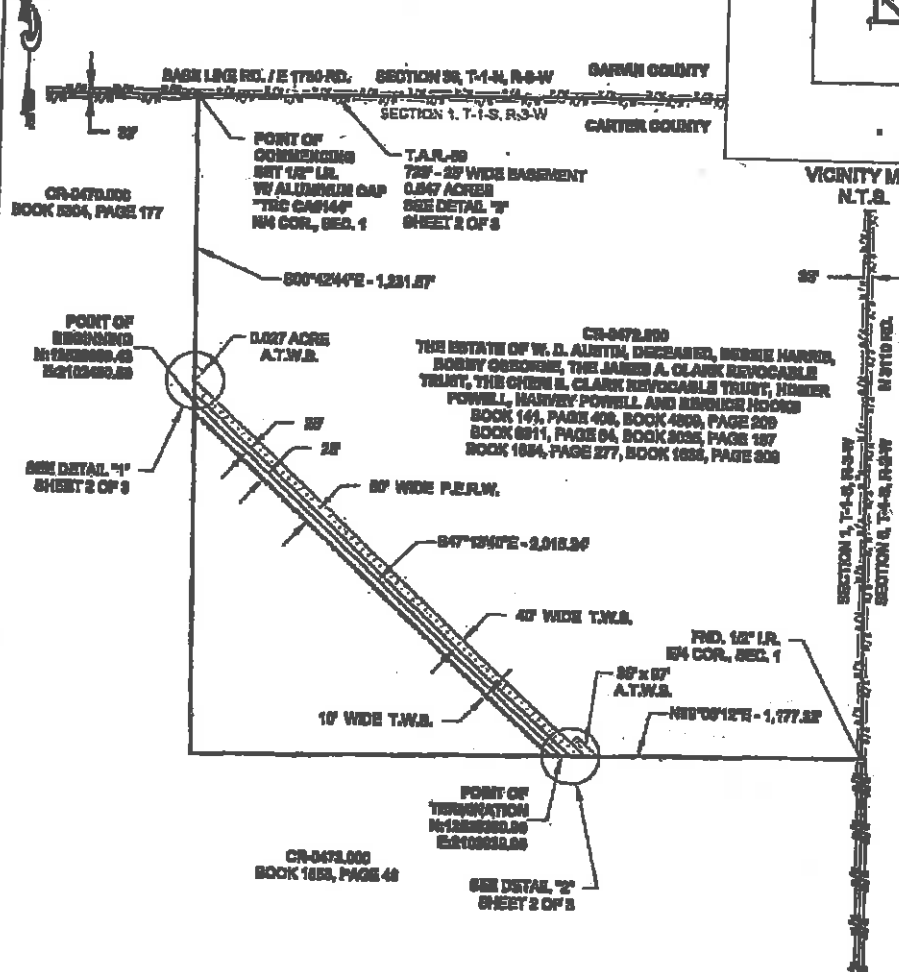
NOTICE OF PENDENCY OF ACTION

MIDSHIP PIPELINE COMPANY, LLC, a Delaware limited liability company, by and through its duly authorized counsel of record below, pursuant to the provisions of 12 O.S. 2011, §2004.2, hereby gives notice that the above-captioned action was filed in the United States District Court for the Eastern District of Oklahoma on the 4<sup>th</sup> day of September, 2018 affecting a certain tract of real property, described in Exhibit A attached hereto and incorporated herein by reference, and that said action is pending in said Court on the date of this notice.

David M. Box, OBA #21943  
Mason J. Schwartz, OBA #32864  
Williams, Box, Forshee and Bullard, P.C.  
522 Colcord Drive  
Oklahoma City, OK 73102  
405- 232-0080  
405-236-5814 Fax  
[dmbbox@wbflaw.com](mailto:dmbbox@wbflaw.com)  
[mschwartz@wbflaw.com](mailto:mschwartz@wbflaw.com)

Ret.

### EXHIBIT "A" CARTER COUNTY, OKLAHOMA SECTION 1, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE INDIAN MERIDIAN



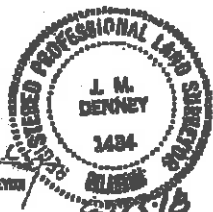
1-2019-004780 Book 6708 Pg:37  
04/24/2019 3:51 pm Pg 36-40  
Fee: \$ 21.00 Doc: \$ 0.00  
Kayelyn Clubb - Carter County Clerk  
State of Oklahoma

CR-047300  
BOOK 1888, PAGE 44

TOTAL DISTANCE ACROSS PROPERTY: 2015.34 FEET  
TOTAL AREA OF P.E.R.W.: 126.14 ACRES  
TOTAL AREA OF T.W.B.: 137.00 ACRES  
TOTAL AREA OF A.T.W.B.: 210.14 ACRES

- LEGEND**
- IR.        12" IR.
  - LP.        12" L.P.
  - FD.        12" FD.
  - N.T.S.      N.T.S.
  - R.O.W.     R.O.W.
  - T.W.B.     10' T.W.B.
  - A.T.W.B.   40' A.T.W.B.
  - P.E.R.W.   80' P.E.R.W.
  - T.A.R.     T.A.R.
  - P.A.R.     P.A.R.
  - 40' WIDE T.W.B.
  - 80' WIDE P.E.R.W.
  - 12' IR.
  - 12" L.P.
  - 12" FD.
  - STATUTORY R.O.W.
- 250 0 250 500  
GRAPHIC SCALE IN FEET

- NOTES**
1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE AND SHALL BE UPON THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 14 NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83) (PROCESSED BY GEOGRAPHIC NATIONAL BUREAU OF SURVEYING FROM AN IST-102 CONTROL BENCHMARK PERFORMED BY TRC PIPELINE SERVICES, LLC IN MAY 2017).
  2. THE COURSE OF THE SURVEY TRACK SHOWN HEREON IS BASED UPON THE REVISIONS CONDUCTED BY THE PIPELINE SERVICES, LLC.
  3. IF THIS PLAN AND ACCOMPANYING DESCRIPTION ARE NOT PRINTED AND BLENDED BY THE SURVEYOR WHICH NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.



**OTRC**  
3420 Park Ten Place  
Oklahoma, TX 77064  
(713) 655-6328

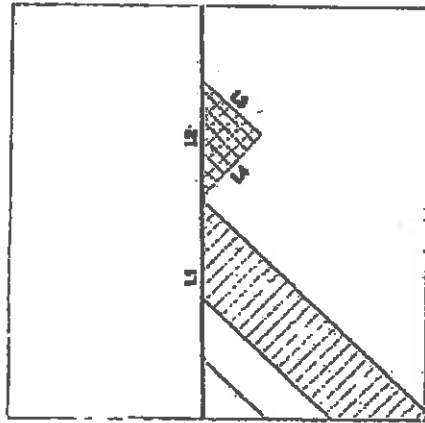
<b>MIDSHIP PIPELINE COMPANY, LLC</b>		
DWD BY: CR		MIDSHIP MAINLINE PROJECT
CND BY: TRC		PERMANENT EASEMENT & RIGHT OF WAY
DATE: 02/20/18		ACROSS THE PROPERTY OF
SCALE: 1" = 200'		THE ESTATE OF W. D. AUSTIN, DECEASED, ET AL.
<b>REVS</b>	<b>DATE</b>	<b>DESCRIPTION</b>
1	02/20/18	ADDED T.A.R. WIDTH AND A.T.W.B.
2	02/02/18	ADDED T.A.R. DETAIL
DRAWN BY: CR-047300		SHEET NO.

220

<b>EXHIBIT</b> <span style="font-size: 4em; font-family: cursive;">A</span>
--

**EXHIBIT "A"**  
**GARTER COUNTY, OKLAHOMA**  
**SECTION 1, TOWNSHIP 1 SOUTH,**  
**RANGE 3 WEST OF THE INDIAN MERIDIAN**

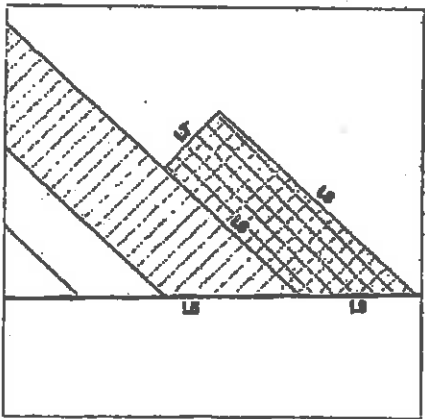
1-2019-004780 Book 6708 Pg:38  
 04/24/2019 3:51 pm Pg 38-40  
 Fee: \$ 21.00 Doc: \$ 0.00  
 Kayelyn Clubb - Carter County Clerk  
 State of Oklahoma



**DETAIL 'A'**  
N.T.S.

**A.T.W.A. LINE TABLE**

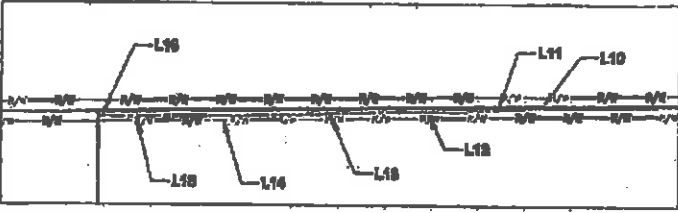
LINE	BEARING	DISTANCE
L1	N00°42'44"W	81.87'
L2	N00°42'44"W	67.18'
L3	S47°19'30"E	48.22'
L4	S42°48'21"W	48.73'
L5	N89°09'12"E	84.11'
L6	N47°18'40"W	60.80'
L7	N62°48'23"E	34.83'
L8	S47°18'27"E	112.78'
L9	S66°09'12"W	60.15'



**DETAIL 'B'**  
N.T.S.

**T.A.R. LINE TABLE**

LINE	BEARING	DISTANCE
L10	S88°41'11"W	46.85'
L11	S89°47'09"W	66.85'
L12	S89°20'39"W	180.80'
L13	S89°21'23"W	187.85'
L14	S89°08'23"W	172.48'
L15	N89°00'00"W	88.85'
L16	S89°18'23"W	11.80'



**DETAIL 'C'**  
N.T.S.

- LEGEND**
- L1 - IRON ROD
  - L2 - IRON PIPE
  - P.L. - FOUND
  - R.O.W. - RIGHT OF WAY
  - T.W. - TEMPORARY WORKSPACE
  - A.T.W.A. - ADDITIONAL TEMPORARY WORKSPACE
  - P.E.S. - PERMANENT EASEMENT & RIGHT OF WAY
  - T.A.R. - TEMPORARY ACCESS ROAD
  - P.A.R. - PERMANENT ACCESS ROAD
  - - SHOWN LINE NOT SCALABLE
  - - PROPERTY LINE
  - - EXISTING PIPELINE
  - - PROPOSED PIPELINE
  - - STATUTORY E.O.L.

**NOTE:**  
 SEE SHEET 1 OF 3 FOR NOTES, SIGNATURE, AND SEAL.

MIDSHIP PIPELINE COMPANY, LLO		
DWG BY: CR	MIDSHIP MAINLINE PROJECT	
CHK BY: TRD	PERMANENT EASEMENT & RIGHT OF WAY	
DATE: 8/22/16	ACROSS THE PROPERTY OF	
SCALE: N.T.S.	THE ESTATE OF W. D. AUSTIN, DECEASED, ET AL	
REV#	DATE	DESCRIPTION
1	8/22/2016	ADDED T.A.R. WIDTH AND AREA
2	8/22/2018	ADDED T.A.R. DETAIL
DRAWING: CR-072.000		SHEET NO. 2 OF 3



Cheniere Midstream  
Owner: The Estate of W. D. Austin, deceased, et al

EXHIBIT "A"

MIDSHIP Mainline  
TRACT NO. CR-0472.000

**PERMANENT EASEMENT & RIGHT OF WAY**

Description of a fifty-foot wide Permanent Easement & Right of Way situated in the northeast quarter of Section 1, Township 1 South, Range 2 West of the Indian Meridian, Carter County, Oklahoma and being over, through and across a tract of land conveyed to The Estate of W. D. Austin, deceased, Beada Harris, Bobby Osborne, the James A. Clark Revocable Trust, the Cheri E. Clark Revocable Trust, Homer Powell, Harvey Powell and Bernice Hooks, recorded in Book 141, Page 408, Book 4908, Page 209, Book 6311, Page 64, Book 8095, Page 197, Book 1654, Page 277, and in Book 1696, Page 309 of the Office of the Clerk and Recorder of Carter County, Oklahoma (O.C.R.C.C.O.K.), said fifty-foot wide Permanent Easement & Right of Way being situated twenty-five feet on each side of the herein described baseline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said tract of land, said baseline being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with aluminum cap stamped "TRC CA #044" set marking the north quarter corner of said Section 1; THENCE South 00°42'44" East, with the west line of the northeast quarter of said Section 1, a distance of 1231.57 feet to the POINT OF BEGINNING;

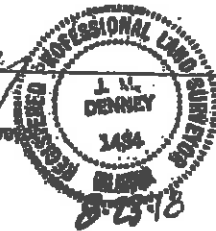
THENCE South 47°13'40" East, a distance of 2015.24 feet, to the POINT OF TERMINATION on the south line of the northeast quarter of said Section 1, from which a 1/2 inch iron rod found marking the east quarter corner of said Section 1 bears North 88°05'12" East, with the south line of the northeast quarter of said Section 1, a distance of 1177.92 feet, said baseline having a total distance of 2015.24 feet (122.14 rods), said Permanent Easement & Right of Way containing 2.818 acres of land.

All bearings, distances, and coordinates shown herein are grid, based upon the Universal Transverse Mercator Coordinate System, Zone 14 North, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in May of 2017.

For reference and further information see Exhibit "A", Sheet No(s). 1 of 3, drawing number CR-0472.000, Rev. 3, same date.

*[Handwritten Signature]*

James Michael Denney  
Registered Professional Land Surveyor  
Oklahoma Registration No. 1494  
Firm License No. 146



Date:

I-2019-004780 Book 6708 Pg:39  
04/24/2019 3:51 pm Pg 36-40  
Fee: \$ 21.00 Doc: \$ 0.00  
Kayelyn Clubb - Carter County Clerk  
State of Oklahoma

**ACKNOWLEDGEMENT**

I-2019-004780 Book 6708 Pg:40  
04/24/2019 3:51 pm Pg 38-40  
Fee: \$ 21.00 Doc: \$ 0.00  
Kayelyn Clubb - Carter County Clerk  
State of Oklahoma

STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF OKLAHOMA )

The foregoing was acknowledge before me on the 11th day of April, 2019, by Mason Schwartz, as attorney for Midship Pipeline Company, LLC.

(SEAL)



*Breanna Little*  
Notary Public

My Commission No.: 16004650  
My Commission Expires: 05/10/20