

Cover page for:

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

Preliminary title insurance schedules prepared by:

Powers Abstract Co. Inc.

(File Number: 202600325)

Auction Tract 1
(Noble County, Oklahoma)

For June 18, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Kathy J. McCoy and Errol Len Williams



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
ALLIANT NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Alliant National Title Insurance Company, a(n) Colorado corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I – Requirements;
 - Schedule B, Part II – Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I – Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALLIANT NATIONAL TITLE INSURANCE COMPANY
1831 Lefthand Circle Suite G, Longmont, CO 80501



By: _____
President

By: _____
Secretary

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

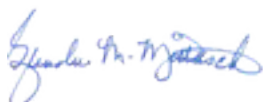
Issuing Agent: Powers Abstract Co. Inc.
Issuing Office: 635 Delaware Street
Perry, OK 73077
Issuing Office's ALTA® Registry ID: 0002365
Loan ID Number:
Commitment Number: 202600325
Issuing Office File Number: 202600325
Property Address: 19351 County Road 110, Perry, OK 73077
Revision Number:

SCHEDULE A

1. Commitment Date: May 26, 2026 at 7:30 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: \$
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:
Kathy J. McCoy, and Errol Williams by deed from Grantor recorded with Noble County Clerk.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

POWERS ABSTRACT CO. INC.
635 Delaware Street, Perry, OK 73077
Telephone: (580) 336-4068

Countersigned by:



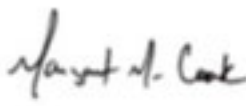
Powers Abstract Co. Inc., License #100103064

ALLIANT NATIONAL TITLE INSURANCE COMPANY
1831 Lefthand Circle Suite G, Longmont, CO 80501



By: 

President

By: 

Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. All taxes, assessments, levies and charges, which constitute liens or are due or payable including unredeemed tax sales.
7. 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 will make a loan on the land. The Company may then make additional Requirements or Exceptions.
8. Pay the agreed amount for the estate or interest to be insured.
9. Pay the premiums, fees and charges for the policy to the Company.
10. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
11. Duly authorized and executed Deed from Kathy J. McCoy, and Errol Williams, to , to be executed and recorded at closing.
12. A Deed of Trust from Kathy J. McCoy and Errol Williams, securing an indebtedness recorded in the official records of Noble County Clerk to be satisfied and released.
13. 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
14. Obtain proper approvals in compliance with company underwriting guidelines allowing issuance of required policy. (This pertains to this commitment if the insured amount is or may become \$1,000,000.00 or more.)
15. Return properly executed Seller/Owner Affidavit 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. Said Affidavit must also include assurance from Seller (s) regarding parties in possession of subject property.
16. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B-Part II, we must be provided with satisfactory survey of the subject premises made in accordance with the 2016 Minimum

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standard Detail Requirements for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 8, 9, 11, and 20, as set for the in Table A of the Survey Standards., NOTE: Certain conditions or requirements of other parties to the transaction may required other Items in Table A of the Survey Standards be included in the survey.

17. This commitment will remain effective for a period of 180 days from Commitment Date as shown on Schedule A Item 1 of this commitment.
18. Effective March 1, 2026, the U. S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") requires that a Real Estate Report ("FinCEN Report") be filed with FinCEN for certain residential real estate transfers. If the proposed transaction involves a reportable transfer, the parties must, prior to closing, provide all information and documentation necessary to complete and file the FinCEN Report. Company expressly reserves the right to withdraw as the settlement agent for the transaction if the information is not timely provided in full.
19. A mortgage by KATHY J. MCCOY and ERROL WILLIAMS, as tenants in common to SECURITY BANK AND TRUST CO., Blackwell, Oklahoma dated October 30, 2025 in the original principal amount of [REDACTED] and recorded on November 12, 1997 in Book 453, Page 665 in the official records of Noble County Clerk, to be paid with proceeds of loan and released.
20. Right-of-Way Easement dated May 15, 2001 and recorded in the Office of the County Clerk of Noble County, Oklahoma, on June 25, 2001, in Volume 555, at Page 150, given by DONNA BRORSEN, stranger to the title of the captioned land, unto the KAY ELECTRIC COOPERATIVE, covering the captioned land, and other lands, and given for transmission line purposes as set forth therein. The owner obtains a release of the Easement insofar as the same covers the captioned land, and the original thereof be recorded in the Office of the County Clerk of Noble County, Oklahoma.

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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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
3. Right of Claim of parties in possession not shown by the Public Records.
4. Easements or claims of easements not shown by the Public Records.
5. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the property.
6. Any lien or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law or not shown by the Public Records.
7. 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.
8. ***Any ownership, rights, interests, or claims to (a) 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; or (b) pore space in or under the Land; and (c) any rights, privileges, immunities, rights of way, and easements associated with, appurtenant to, or an attribute of the ownership, rights, or claims excepted in (a) or (b); and as to each of (a), (b) or (c), whether or not any of these interests or rights appear in the Public Records***
9. Water rights, claims or title to water, whether or not shown by the Public Records.
10. Statutory Section line Road Easements in favor of the State of Oklahoma, where applicable.
11. Black Bear Conservancy District, as created by Case No. 8089 in the District Court of Noble County, Oklahoma, and any possible future assessments by said conservancy district affecting the subject property. No assessments have been levied by said Conservancy District as of this date affecting the subject property.
12. Taxes for the year 2026, the amount of which is not ascertainable, due or payable.

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13. Owner's Certificate, Dedication and Restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Grant of Right of Way dated October 12, 1917 and recorded in the Office of the County Clerk of Noble County, Oklahoma, in Volume 26, at Page 464, on November 27, 1917, given by Grandville M. Rhodus and Maggie M. Rhodus, predecessors in title, unto HUMPHREYS PIPE LINE COMPANY, covering the captioned land and other lands more fully described therein, and given for oil and gas pipeline purposes as set forth therein.
15. Easement dated February 13, 1940 and recorded in the Office of the County Clerk of Noble County, Oklahoma, on February 28, 1940, in Volume 52, at Page 312, given by Emil Schiewe and Albertine Schiewe, predecessors in title, unto the STATE OF OKLAHOMA, covering a portion of the captioned land and given for public roadway purposes as set forth therein.
16. Right of Way Contract dated February 17, 1955 and recorded in the Office of the County Clerk of Noble County, Oklahoma, on May 9, 1955, in Volume 62, at Page 382, given by Emil Schiewe and Albertine Schiewe, predecessors in title, unto the OKAN PIPELINE COMPANY, covering the captioned land and other lands more fully described therein, and given along with the right of ingress and egress and given for oil and gas pipeline purposes as set forth therein.
17. Right of Way Easement dated April 18, 1969 and recorded in the Office of the County Clerk of Noble County, Oklahoma, on November 6, 1969, in Volume 171, at Page 611, given by Dwaine D. Goldsberry and Jewel Faye Goldsberry, predecessors in title, unto the MORR WATER, INC., covering the captioned land and other lands more fully described therein, and given along with the right of ingress and egress and given for water pipeline purposes as set forth therein.
18. Right of Way Agreement dated April 9, 1984 and recorded in the Office of the County Clerk of Noble County, Oklahoma, on June 11, 1984, in Volume 337, at Page 457, given by Dwaine D. Goldsberry and Jewel Faye Goldsberry, predecessors in title, unto the CONTINENTAL PIPE LINE COMPANY, covering the captioned land and other lands more fully described therein, and given along with the right of ingress and egress and given for oil and gas pipeline purposes as set forth therein.
19. Pipeline Easement dated March 21, 1986 and recorded in the Office of the County Clerk of Noble County, Oklahoma, on April 18, 1986, in Volume 372, at Page 830, given by Dwaine D. Goldsberry and Jewel Faye Goldsberry, predecessors in title, unto the STERLINE HYDROCARBON, INC., covering the captioned land and other lands more fully described therein, and given along with the right of ingress and egress and given for oil and gas pipeline purposes as set forth therein.
20. Report of Commissioners filed in the matter entitled, "IN THE MATTER OF THE CONDEMNATION BY TRANSOK PIPE LINE COMPANY, an Oklahoma Corporation, of a right-of-way 50 feet in width for the construction, maintenance and operation of a gas transmission pipeline across lands in Noble County, State of Oklahoma" Case No. C-70-38, in the District Court of Noble County, Oklahoma.

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EXHIBIT "A"

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

A piece, parcel or tract of land situated in Lot One (1), and the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section Three (3), Township Twenty-one North (21N), Range One West (1W) of the Indian Meridian, Noble County, State of Oklahoma, more particularly described by metes and bounds as follows, to-wit: Commencing at the Southeast corner of the Northeast Quarter (NE/4) of Section Three (3), Township Twenty-one North (21N), Range One West (1W) of the Indian Meridian; thence West along the South boundary line of the Northeast Quarter (NE/4) of said Section Three (3), a distance of 900.0 feet; thence North and parallel with the East boundary line of the said Northeast Quarter (NE/4) of Section Three (3), a distance of 1,407.6 feet; thence East and parallel with the South boundary line of the said Northeast Quarter (NE/4) of Section Three (3), a distance of 900 feet to a point of the East boundary line of the said Northeast Quarter (NE/4) of Section Three (3); thence South along the East boundary line of the said Northeast Quarter (NE/4) of Section Three (3), a distance of 1,407.60 feet to the point of beginning.

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Do not stamp or write outside of this line

Cooperative Representative: SRC

Applicant: TERRY SHRUM

Location Number: U34-4 1/4-F

**KAY ELECTRIC COOPERATIVE
RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Donna Brorsen (Unmarried) (Husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto KAY ELECTRIC COOPERATIVE, an Oklahoma corporation, and to its successors, lessees, agents, or assigns, the right to enter upon the lands of the undersigned, situated in the County of NOBLE, State of OKLAHOMA, and more particularly described as follows:

NE/4 308

In Section X Township 21N, Range 1W I.M. and to place, construct, operate, repair, maintain, convert to higher or lower voltage, and replace thereon, and in, under or upon all streets, roads or highways abutting said land an overhead or underground electric transmission or distribution line or cable, and lease or permit all poles to carry communication circuits, such overhead lines or underground cable to serve as distribution or transmission lines or both, and to excavate, to cut and trim trees and shrubbery and maintain the right-of-way by chemical spray or other means without liability to the Cooperative for damages, to the extent necessary to lay cable, and to keep clear said electric or communication lines or cable, and to cut down from time to time all dead, weak, or dangerous trees that are tall enough to strike wires in falling.

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

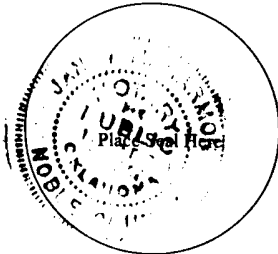
and 10 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

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

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those by the following persons: _____

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

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 15th day of May, 2001.



GRANTOR(S)
Donna Brorsen



ACKNOWLEDGMENT
Individual

STATE OF OKLAHOMA
COUNTY OF Noble

Before me, the undersigned Notary Public and for the above County and State, on the 15th day of May, 2001 personally appeared Donna Brorsen

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 hereto set my hand and notarial seal on the day and year last above written.

Robert M. Harms
Notary Public
Residing at:

My Commission Expires:

6-26-01

23200 County Road 40 Perry, OK 73077

Please return to Kay Electric, PO Box 607, Blackwell, OK 74631

Do not stamp or write outside of this line

IN THE DISTRICT COURT OF NOBLE COUNTY, STATE OF OKLAHOMA

IN RE: THE BLACK BEAR CONSERVANCY DISTRICT)
A/K/A CONSERVANCY DISTRICT NO. 2 IN) No. 8089
GARFIELD, NOBLE AND PAWNEE COUNTIES IN THE) Filed: June 24, 1966.
STATE OF OKLAHOMA.)

DECREE OF INCORPORATION

THIS matter coming on before the Honorable Lester R. Maris, Judge of the District Court of Noble County, on petition and proper notice, praying for the formation of a conservancy district co-extensive with the drainage area of Black Bear Creek, as provided by the Conservancy Act of Oklahoma (82 Okla. St. Ann. Sections 531 et seq.), said creek arising and beginning in Garfield County and flowing across Noble County and across a part of Pawnee County in Oklahoma, the Court after a full hearing finds:

(1) That a sufficient number of land owners in said proposed district have signed the petition herein from evidence submitted and witnesses sworn and examined in open Court.

(2) 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 sixty (60) days prior to the date hereof; that proofs of publication are now on file herein; that as required by law said publication being more than sixty (60) days from the first publication; that said notice of this hearing is hereby approved and ordered sufficient for jurisdiction and determination of the issues as presented in said petition, and this Court has jurisdiction of the parties to and the subject matter of this proceeding.

(3) That no objections have been filed and the Court further calling for persons to state their objections as to why such district should not be organized and incorporated, three times in open court and there being no objections either written or oral, the Court finds all issues presented in said petition in favor of said applicants.

(4) That the purpose for which said district is established are: of preventing floods; of regulating stream channels by changing, widening and deepening same; of reclaiming or of filling wet and overflowed lands; of providing for irrigation where it may be needed; of regulating the flow of streams; of diverting, or in whole or in part eliminating water courses, or part of the flowage thereof. And incident to such purposes and to enable their accomplishment, to straighten, widen, deepen, change, divert, or change the course of terminus of, any natural or artificial water course; to build, or rebuild reservoirs, canals, levees, walls, embankments, bridges, or dams; to maintain, operate and repair any of the construction herein named; and to do all other things necessary for the fulfillment of the Conservancy District and Conservancy Act of Oklahoma (82 Okla. St. Ann. Sections 531 et seq.). And that is a public necessity.

Continuation Vol. 151 page 643.

(5) That the public safety, health, convenience and welfare will be promoted by the organization and creation of a conservancy district substantially as prayed for in said petition which will include the drainage area of Black Bear Creek arising in Garfield County, flowing across Noble County and across a part of Pawnee County, and the lands hereby included in the district are more specifically described as follows:

IN NOBLE COUNTY:

All of Township 21 North and Range 3 East.

All of Township 21 North and Range 2 East.

All of Sections 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and W/2 and the SE/4 Sec. 7, and W/2 and the SE/4 and the S/2 of NE/4 of Sec. 17, and SW/4 of Sec. 16, S/2 and S/2 of N/2 of Sec. 22, and S/2 of Sec. 24, all in Township 22 North and Range 2 East, and S/2 Sec. 23.

All of Section 1, 2 and 12 and N/2 Sec. 3, and E/2 Sec. 11, and NE/4 Sec. 13, all in Township 20 North, Range 1 East.

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 35, 36 and E/2 of W/2 Sec. 33, all in Township 21 North and Range 1 East.

All of Sections 13, 14, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and S/2 and NE/4 Sec. 12, and S/2 and NE/4 Sec. 15, and SE/4 and S/2 SW/4 Sec. 16, and S/2 Sec. 17, and SE/4 SE/4 Sec. 18, and E/2 and SW/4 Sec. 19, all in Township 22 North, and Range 1 East.

All of Sections 3, 4, 5, 6, 8, 9, and N/2 Sec. 2, and SW/4 Sec. 2, and N/2 of S/2 of Sec. 7, and NW/4 and N/2 of SW/4 and W/2 of NE/4 Sec. 10, all in Township 20 North and Range 1 West.

All of Township 21 North and Range 1 West.

All of Sections 16, 17, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and SW/4 Sec. 15, and E/2 and SW/4 Sec. 18, and W/2 and SE/4 Sec. 22, and SW/4 and S/2 of SE/4 Sec. 23, and SE/4 and S/2 of SW/4 Sec. 24, all in Township 22 North, Range 1 West.

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 16, 17 and NW/4 of Sec. 13, and N/2 Sec. 14, and N/2 SW/4 Sec. 15, and N/2 of NW/4 and NE/4 and E/2 of SE/4 Sec. 18, and N/2 Sec. 20, all in Township 20 North and Range 2 West.

All of Township 21 North and Range 2 West.

Continued:

Continuation Vol. 151 page 643.

All of Sections 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and NW/4 and S/2 Sec. 7, and SW/4 and S/2 of SE/4 Sec. 8, and W/2 of NW/4 and SW/4 and W/2 of SE/4 Sec. 16, and S/2 Sec. 22, and S/2 Sec. 23, all in Township 22 North, and Range 2 West.

[Lands in Garfield and Pawnee Counties as listed are omitted]

(6) That the above lands and territory should be organized, create and incorporated into a conservancy district under the Conservancy Act of Oklahoma under the corporate name of Conservancy District No. 2, of the State of Oklahoma, in Garfield, Noble and Pawnee Counties, Oklahoma.

WHEREFORE, IT IS BY THE COURT ORDERED, ADJUDGED, DECLARED AND DECREED that the territory and land as above described be, and the same hereby is, organized, created and incorporated into a conservancy district under the Conservancy Act of Oklahoma under the corporate name of Conservancy District No. 2, of the State of Oklahoma, in Garfield, Noble and Pawnee Counties, State of Oklahoma, with its office and principal place of business at 425 Sixth Street in Perry, Noble County, Oklahoma, and that the official records and files of said district shall be kept in said office.

And the following persons are hereby appointed as directors by said conservancy district, until their successors are elected and qualified: August Simmering, Garfield County, Garber, Stewart R. Beasley Noble County, a qualified civil engineer of Perry, Nelson Breensing of Pawnee County, Skeedee, who are hereby directed to qualify and proceed according to law.

IT IS FURTHER ORDERED that said Conservancy District No. 2 of the State of Oklahoma, shall be a body corporate with all of the powers of a corporation, and shall have perpetual existence, with power to sue and be sued as an individual in like cases, to incur debts, liabilities and obligations; to exercise the right of eminent domain and of taxation and assessment; and with all of the other powers conferred upon said district as provided by the Conservancy Act of Oklahoma.

It is further ordered that the land map setting forth the boundaries of said Conservancy District No. 2, of the State of Oklahoma, arising in Garfield County, flowing across Noble County and across a part of Pawnee County, introduced herein and marked Exhibit "A", be attached hereto and made a part of this decree.

It is further ordered that the Clerk of this Court shall transmit to the Secretary of State and to the County Clerk in Garfield County, Noble County and Pawnee County, a copy of this Decree and order of incorporation, and that the County Clerk of each of the counties involved herein shall receive a fee of two dollars (\$2.00) for filing, recording and preserving said records.

Continuation Vol. 151 page 643.

It is further ordered that said Conservancy District has been a defacto corporation since its original incorporation in this cause on September 7, 1954, and all actions, contracts, agreements, etc., executed and performed since said date of September 7, 1954, are hereby ratified and confirmed as though said corporation had been a legal entity.

Lester R. Maris,
Judge of the District Court

APPROVED AS TO FORM:
CRESS, MATTHEWS & KASPER,
Perry, Oklahoma,
Attorneys for Applicants.

[Exhibit "A" hereto attached is omitted].

I, the undersigned Court Clerk of Noble County, State of Oklahoma, do hereby certify that the foregoing is a true and complete copy of the original on file and of record in my office at Perry, Oklahoma,

Dated this 11 day of August, 1966.

HENRY H. RUCKER, Court Clerk
By Lorraine Mugler, Deputy.

Granville M. Rhodus and Maggie
M. Rhodus, his wife,

To

Humphreys Pipe Line Company,

) GRANT OF RIGHT OF WAY
)
) DATED: Oct. 12, 1917,
)
) FILED: Nov. 27, 1917,
)
) RECORDED: DR 26 page 464
)
) CONSIDERATION: \$5.00.

GRANTING CLAUSE: Do hereby grant to Humphreys Pipe Line Company
the right to lay, maintain, operate and remove
a pipe line for transportation of oil or gas:-

DESCRIPTION: A strip of land two rods wide lying along the
East line of the Northeast Quarter of Section
3 in Township 21 North, Range 1 West of the
Indian Meridian, Noble County, Okla:-

ACKNOWLEDGED: Oct. 12, 1917 by Granville M. Rhodus and Maggie
M. Rhodus, his wife, before C.D. Jensen, Notary
Public (Seal), County of Noble, State of Okla.
Commission expires April 11, 1921:-

Emil Schiewe and Albertine
Schiewe, husband and wife,

To

State of Oklahoma,

) EASEMENT
)
) DATED: Feb. 13th, 1940,
)
) FILED: Feb. 28th, 1940,
) at 8 A.M.
) Instrument No. 9830
)
)
) RECORDED: MS. 52 page 312,
)
)
) CONSIDERATION: \$35.00.

GRANTING CLAUSE:

Has this day granted, bargained, sold and conveyed unto said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under:-

DESCRIPTION:

A strip, piece or parcel of land lying in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3, Township 21 North, Range 1 West. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, 33 feet west of the Southeast corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, thence North on a line parallel to and 33 feet west of the East line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 696.2 feet; thence due West a distance of 17 feet, thence South 0° 23' West a distance of 696.2 feet to a point on the South line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, thence East along said South line a distance of 17 feet to point of beginning, containing 0.27 acres, more or less:-

EXCEPTIONS:

Except Mortgage, Edward L. Schiever:-

SIGNED:

Emil Schiewe;
Albertine Schiewe:-

ACKNOWLEDGED:

February 13th, 1940 by Emil Schiewe and Albertine Schiewe, husband and wife, before J. C. Wallace, Notary Public, (Seal) Noble County, State of Oklahoma. Commission expires Dec. 9th, 1943:-

RIGHT OF WAY CONTRACT
OPTION

FOR AND IN CONSIDERATION OF AN AGGREGATE SUM EQUAL TO One Dollar (\$1.00) per rod for each rod of pipe line to be constructed under the terms hereof, to be paid at the time and in the manner hereinafter set forth, Emil Schiewe and Albertine Schiewe, husband and wife, hereinafter referred to as Grantors (whether one or more), do hereby warrant and convey unto OKAN PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipe line or pipe lines, for the transportation of oil, gas and the products thereof, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Noble County, State of Oklahoma, to-wit:

Northeast Quarter (NE/4) Section 3, Township 21N,
Range 1W,

together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

Grantee agrees to pay the sum of Ten Dollars (\$10.00), upon the execution hereof, receipt of which is hereby acknowledged. Any balance due to be paid to the Grantors after the survey establishing the route of the line has been completed, and before construction is commenced. It being mutually agreed that if Grantee fails to make payment of the balance due within twelve (12) months from the date hereof, all rights, terms and conditions of this contract shall cease and determine.

Grantors to have the right to fully use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said pipe line or lines. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, fences, or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantors, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the basis of One Dollar (\$1.00) per lineal rod, shall be paid for each line laid after the first line.

It is agreed that any payment due under this agreement may be made direct to said Grantors or any one of them, or by depositing such payment to the credit of said Grantors or any one of them in the Eastman National Bank at Newkirk, Oklahoma, which bank, its successors or assigns, is hereby designated Grantors' agent for the receipt of such sums.

Any pipeline or lines constructed by said Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

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

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

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 17 day of February, 1955.

Emil Schiewe
Albertine Schiewe.

ACKNOWLEDGED: February 17th, 1955, by Emil Schiewe and Albertine Schiewe, husband & wife, before G. C. Hadley, Notary Public, Kay County, State of Oklahoma. (SEAL) Commission expires 9-10-1955.

FILED: MAY 9 1955 at 2:04 P.M.

RECORDED: Volume 62, Page 382.

Dwaine D. Goldsberry and Jewel)	RIGHT OF WAY AGREEMENT
Faye Goldsberry,)	DATED: April 9th, 1984
)	FILED: June 11, 1984
"Grantor")	at 8:46 A.M.
)	Inst. No. 87502
TO)	RECORDED: Vol. 337 page 457
)	CONSIDERATION: \$10,000.00
Continental Pipe Line Company,)	
a Delaware corporation,)	
)	
"Grantee")	
)	

. . . . does hereby grant the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipe line for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to construct, maintain, operate, remove and replace communication and control facilities upon, over, through and under the following described land situated in Noble County, State of Oklahoma, to wit:

Township 21 North, Range 1 West
Section 3, North Half (N/2)

This easement is for one pipeline only.

If this pipeline is abandoned this easement becomes null and void.

together with the rights of ingress and egress to and from said line for the purposes aforesaid, hereby releasing and waiving for the purpose of this grant all rights under and by virtue of the dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipe the damages, if any, in making such change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure over said pipe line nor permit same to be done by others.

Any pipe line constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

(CONTINUED)

POWERS ABSTRACT CO.

[116]

BONDED ABTRACTER

(Continuation of Vol. 337 page 457)

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipe line or an undivided interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

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

(signed) Dwaine D. Goldsberry
Jewel Faye Goldsberry

Acknowledged April 9th, 1984 by Dwaine D. Goldsberry and Jewel Faye Goldsberry, before Gordon Mullins, Notary Public (Seal) County of Noble, State of Oklahoma. Commission expires Feb. 1, 1986.

- - - - -

STER: OK-1
TRACT NUMBER N-42
AFE 22575

VOL 0372 PAGE 830

STERLING HYDROCARBON, INC.
A Subsidiary of Koch Industries, Inc.
P.O. Box 2256
Wichita, Kansas 67201

610

PIPELINE EASEMENT

STATE OF OKLA., CO. OF NOBLE, ss. This
Instrument Filed For Record APR 18 1986
at 9:00 o'clock A.m. Recorded
Vol. 372 Page 830
ETHEL GROOM COE, CO. CLERK
by Sharon Reinton Deputy

STATE OF Oklahoma }
COUNTY OF Noble } SS:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar (\$1.00) to us in hand paid, receipt of which is hereby acknowledged, and other valuable consideration, to be paid when such grant shall be used and occupied, the undersigned as Grantor (whether one or more), do hereby grant, bargain and convey unto Sterling Hydrocarbon, Inc., as Grantee, its successors and assigns, the right, privilege and easement to construct, reconstruct, install, replace, protect, renew, operate, maintain, inspect, alter, repair, remove, change the size of, relay, and abandon in place a pipeline along a route or routes selected by Grantee for the transportation of oil, gas, petroleum or any of its products, together with such valves, fittings, meters, traps and other equipment and appurtenances as may be necessary or

convenient for such purposes on, over and through the following described lands situated in Noble
County, State of Oklahoma to-wit: Lots 1 & 2 (N/2 NE/4) and S/2 NE/4 Sec. 3-21N-1W

FILED:
APR 18 1986
at 9:22 AM
RECORDED:
Vol. 372,
Page 830

together with the right of ingress and egress to and from the same over and across the adjoining lands of Grantor for any and all purposes reasonably necessary and incident to the exercise by Grantee of the rights granted hereunder.

TO HAVE AND TO HOLD said rights, privileges and easements unto said Grantee, its successors and assigns, until this easement or any one or more of said rights or privileges granted herein are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised, or any structure or facility installed hereunder is used or remains thereon.

The terms and conditions of this Easement are as follows:

1. The width of this Easement shall be 50 feet.
 2. Upon completion of construction Grantee shall fully restore the surface of said land so that there shall not be any permanent mounds, ridges, sinks, or trenches along said easement, to the extent that it may reasonably be done.
 3. Grantee shall fully restore all private roads, drainage and irrigation ditches and canals disturbed by Grantee's exercise of its rights hereunder to their condition immediately prior to Grantee's exercise of said rights.
 4. Grantee shall fully repair any and all damage done to any fences of Grantor cut or otherwise damaged in exercising any of the rights granted hereby.
 5. Grantee shall bury the pipeline to a minimum depth of 36 inches between the top of the pipe and the present ground level.
 6. It is hereby reserved unto the Grantor the right to use said land in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder, provided, however, that Grantor shall not construct nor permit to be constructed, any house, building, or other improvements or obstructions within the easement area, without the express prior written consent of the Grantee.
 7. Grantee shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and easement herein granted.
 8. The rights herein granted may be assigned in whole or in part and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.
- It is mutually agreed and understood that this Pipeline Easement, as written, covers all the agreements and stipulations between the said parties, and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

610

EXECUTED this 21 day of March, 1986
Name Dwaine D. Goldsberry Name
Name Jewel Faye Goldsberry Name

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Pipeline Easement consents to and joins in same, to the extent of his interest in the real estate described therein.

Dated this _____ day of _____

STATE OF Oklahoma
COUNTY OF Noble } SS:

The foregoing instrument was acknowledged before me this 21 day of March, 1986
by Dwaine D. Goldsberry and Jewel Faye Goldsberry

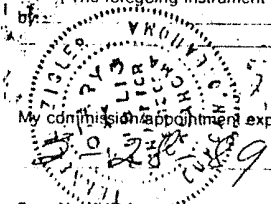
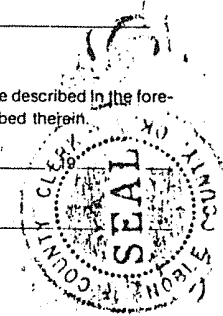
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ the _____ of _____ a _____ corporation, on behalf of the corporation.

My commission expires: _____

Notary Public

Form No. KHG

PS-137



IN THE DISTRICT COURT IN AND FOR NOBLE COUNTY, STATE OF OKLAHOMA

IN THE MATTER OF the condemnation by
TRANSOK PIPE LINE COMPANY, an Okla-
homa corporation, of a right-of-way
50 feet in width for the construction,
maintenance and operation of a gas
transmission pipe line across lands in
Noble County, State of Oklahoma.

No. C-70-38

-REPORT OF COMMISSIONERS

Comes now the undersigned and, pursuant to Order entered on the 31st day of August, 1970, by the Judge of the above-named Court, authorizing and directing the undersigned to impartially and justly inspect the lands hereinafter described and consider the injury and assess the damages which said landowners will sustain by the appropriation by Transok Pipe Line Company of a perpetual easement and right-of-way fifty feet in width across said lands for the construction, operation, maintenance, inspection and reconstruction or removal of a twenty-inch steel pipeline for the transmission and transportation of natural gas at any pressure and in any quantity desired by Petitioner, and including the perpetual right and privilege of ingress and egress for the construction, operation, maintenance, reconstruction, inspection or removal of said natural gas pipeline; also the perpetual right and privilege to prohibit the placement of or remove any objects at any time which may, in Petitioner's judgment interfere with or endanger said natural gas pipeline or the construction, operation, maintenance or reconstruction thereof, subject to existing easements for roads, railroads, canals, ditches, pipelines, telegraph lines, telephone lines and electric lines, BUT RESERVING nevertheless, to the landowners, lessees, and tenants, of said lands at any and all times, the right to make any use of said lands, included within said easement and right-of-way, that is not inconsistent with and does not interfere with or endanger the construction, operation, and maintenance of said natural gas pipeline; for our REPORT herein respectfully show and state to the Court:

1. That we are each freeholders and residents of Noble County, Oklahoma, not interested in this matter or a like question or controversy, and have heretofore taken and subscribed an oath for the faithful performance of our duties herein, and have been served with a copy of the Order of the Judge of this Court entered on the 31st day of August, 1970.

2. That we are each personally familiar with the tracts of land hereinafter described and have made actual inspection and traverse thereof, and have considered all damages sustained by the owner hereinafter named on account of the appropriation of such perpetual easement and right-of-way and the exercise of all of the mentioned priveleges in connection therewith, as

Continuation of Vol. 176 page 386

set out in the Order of this Court, above referred to, having regard for the use, natural characteristics, and market value of said lands, and the location of said line thereover, and appraise and assess such damages to said lands and said parties in interest as follows:

TRACT NO. 4:

The Northwest Quarter (NW/4), Lots 1 and 2, and the South Half (S/2) of the Northeast Quarter (NE/4) of Section 3, Township Twenty-one North (T21N), Range One West (R1W), Noble County, Oklahoma.

To construct, maintain, operate, reconstruct and remove an all steel, welded gas transmission pipeline having initial size of 20 inches outside diameter. Upon, over, through and across an easement 25 feet on both sides of a center line running as follows:

Entering said tract at a point approximately 700 feet North of the Southwest corner of the Northwest Quarter (NW/4) of said Section 3, thence North 83 degrees 30 minutes East 1,106 feet, thence North 68 degrees 30 minutes East 1,413 feet, thence North 81 degrees 30 minutes East 1,236 feet, thence North 82 degrees 00 minutes East 1,585 feet, thence North 79 degrees 30 minutes East 50 feet, leaving said property at a point approximately 884 feet South of the Northeast corner of the Northeast Quarter (NE/4) of said Section 3. Traversing said tract a total distance of 327 rods.

OWNERS: Dwaine D. Goldsberry and Jewel Faye Goldsberry
As their interest may appear.

TOTAL DAMAGES \$3712.00

(Other lands as herein listed are omitted)

Continuation of Vol. 176 page 386

The foregoing damages awarded, in our judgment, adequately compensate the owners of said lands for all injury and damage done, either directly or indirectly, to said lands, and crops, fences and improvements thereon which may result from the construction, operation, maintenance, and reconstruction of said natural gas pipeline. Such award also included adequate compensation for the right of future ingress and egress for maintenance, operation, reconstruction and removal of said line but does not include damages to said lands or to crops, fences and improvements thereon which may, in the future, result from unreasonable exercise of said right of entry for such maintenance, operation, reconstruction or removal.

3. That, in making the above inspection and appraisal, the undersigned Commissioners took into consideration not only the elements of value and damage heretofore set forth, but also the fact that said owners of said land retain the right to make any future use of said lands as do not interfere with or endanger any operation and maintenance of said natural gas pipeline.

IN WITNESS WHEREOF, we have hereunto set out hands this the 1 day of September, 1970.

/s/ Geo. Kemnitz
/s/ Bill Gengler
/s/ Jack Dolezal
Commissioners

I the undersigned Court Clerk of Noble County, State of Oklahoma, do hereby certify that the foregoing is a true and complete copy of the original on file and of record in my Office at PERRY, OKLAHOMA, Dated this 2nd day of September, 1970.

L. A. SEELIGER, Court Clerk
By: Ralph H. Hannah, Deputy

RECEIPT

Commissioners' fees, in sum of \$150.00 each, with all transportation and other expenses paid by Petitioner, this the 2 day of September, 1970.

Car Expense Geo. Kemnitz
71 miles @ .10 per mi-\$7.10

/s/ Jack Dolezal
/s/ Geo. Kemnitz
/s/ Bill Gengler
Commissioners

STATE OF OKLAHOMA }
 } SS.
COUNTY OF NOBLE }

I, the undersigned, Court Clerk within and for the said County and State do HEREBY CERTIFY that pursuant to the making and filing of the foregoing
POWERS ABSTRACT CO. [] BONDED ABSTRACTER

Continuation of Vol. 176 page 386

Report of Commissioners, and on the 2nd day of September, 1970, Transok Pipe Line Company, Petitioner in the above-styled cause, deposited in my office, in said cause, for the use and benefit of the several parties in interest and owners of the tracts of land in said Report described, the full amount of all compensation to said parties awarded, and has further paid all costs accruing in the said action to this date.

Witness my hand and seal of my office, hereunto affixed at Perry, Oklahoma, this the 2nd day of September, 1970.

L. A. Seeliger, Court Clerk
By: Ralph H. Hannah, Deputy

I, the undersigned Court Clerk of Noble County, State of Oklahoma, do hereby certify that the foregoing is a true and complete copy of the original on file and of record in my Office at PERRY, OKLAHOMA, Dated this 2nd day of September, 1970.

(SEAL)

L. A. Seeliger, Court Clerk
By: Ralph H. Hannah, Deputy
