

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

Community Escrow & Title Co.

(File Number: SW210520264)

**Auction Tracts 1 - 8 & 13
(Payne County, Oklahoma)**

For June 8, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**Jay Stillwater Properties I, LLC, Jay Stillwater Properties II, LLC,
Frank Malcolm Jay, Jr. and Ann Jay Berry**

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

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.: SW210520264
Issuing Office File No.: SW210520264
Property Address: S. Cottonwood Rd, Stillwater, OK 74074
Revision No.: 1

SCHEDULE A

1. Commitment Date: May 17, 2021 at 07:45 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Undivided 2/9ths interest - Frank Malcolm Jay, Jr.
Undivided 2/9ths interest – Ann Jay Berry
Undivided 5/9ths interest – Jay Stillwater Properties II, LLC
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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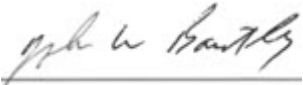
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SCHEDULE A
(Continued)

Community Escrow & Title Co.

AMERICAN EAGLE TITLE INSURANCE COMPANY

By: 

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

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COMMITMENT FOR TITLE INSURANCE

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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.

Warranty Deed from Jay Stillwater Properties II, LLC, an Oklahoma limited liability company, Frank Malcolm Jay, Jr, reflecting his marital status and joined by spouse, if any, and Ann Jay Berry, reflecting her marital status and joined by spouse, if any, to TBD.

Mortgage from TBD 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. Pay the agreed amount for the estate or interest to be insured.
9. 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.
10. Final policy cannot be issued, unless abstract certificate date, which is at May 17, 2021, 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.

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SCHEDULE B

(Continued)

11. With respect to Jay Stillwater Properties II, LLC, an Oklahoma limited liability company, Frank Malcolm Jay, Jr, and Ann Jay Berry, 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.
12. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.
13. Obtain and record a proposed access and utility easement .

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 in the Public Records.
3. Easements or claims of easements not recorded in the Public Record.
4. 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.
5. 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.
6. The Standard Exceptions (2, 3, 4 and 5 above) may be eliminated in the Policy upon meeting the requirements of the Company.
7. Ad valorem taxes for Year 2021 amount of which is not ascertainable, due or payable.
8. 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.
9. 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, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or
10. Water rights, claims or title to water, whether or not shown by the public records.

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SCHEDULE B

(Continued)

11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Easement for roadway purposes, in favor of the State of Oklahoma, with a prohibition against billboards or advertising within 150 feet of the centerline of the highway, recorded on February 27, 1940, in Book 66 Misc., Page 68.
13. Easement for roadway purposes, in favor of the State of Oklahoma, with a prohibition against billboards or advertising within 150 feet of the centerline of the highway, recorded on February 27, 1940, in Book 66 Misc., Page 67.
14. Dedication Deed for roadway purposes, in favor of the State of Oklahoma, recorded on January 18, 1950, in Book 97 Misc., Page 106.
15. Easement in favor of the Oklahoma Conservancy District No. 16, in Payne and Noble Counties, recorded on September 18, 1963, in Book 155 Misc., Page 126.
16. Easement in favor of Rural Water Corporation No. 3, recorded on January 4, 1971, in Book 186 Misc., Page 65.
17. Right of Way Easement in favor of Rural Water Corporation No. 3, recorded on April 27, 1981, in Book 554, Page 540.
18. Right of Way Easement in favor of Atlantic Richfield Company, recorded on July 6, 1984, in Book 652, Page 415.
19. Right of Way in favor of TOMPC LLC, recorded on August 5, 2015, in Book 2279, Page 378.
20. Right of Way in favor of TOMPC LLC, recorded on August 5, 2015, in Book 2279, Page 384.
21. 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.
22. Proposed access and utility easement.

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COMMITMENT FOR TITLE INSURANCE

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AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

The North Half (N/2) of the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, LESS AND EXCEPT the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of said Section Twenty-four (24), according to the U.S. Government Survey thereof.

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EASEMENT.

Filed Feb. 27, 1940 at 10:45 A. M.
Recorded in Book 66 Misc at page 68.

Project No. FA $\frac{1}{4}$ 176-B (1)

KNOW ALL MEN BY THESE PRESENTS:

That Frank Matthews, a single man of Payne County, State of Oklahoma, for and in consideration of the sum of Thirty-Three and 60/100 Dollars (\$33.60) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged 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 the following described lots or parcels of land, lying and being situated in Payne County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24, T 19 N, R 1 E, in Payne County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said E $\frac{1}{2}$ NW $\frac{1}{4}$, thence South along the West line of said E $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 50 feet, thence S 89°48' E a distance of 740.7 feet, thence due South a distance of 50 feet, thence S 89°48' E a distance of 350 feet, thence due North a distance of 40 feet, thence S 89°48' E a distance of 227 feet to a point on the East line of said E $\frac{1}{2}$ NW $\frac{1}{4}$, thence North along said East line a distance of 60 feet to the NE corner of said E $\frac{1}{2}$ NW $\frac{1}{4}$, thence West along the North line of said E $\frac{1}{2}$ NW $\frac{1}{4}$ a distance of 1317.7 feet to point of beginning.

Containing 0.96 acres, more or less, of new right-of-way, the remaining area included in the above description being the present 33 foot Section Line Right-of-Way.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway over, across, or along the above described real estate.

This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors, and employees to go upon, construct, build and at all times maintain a public road through, along, across and over the property herein described and enable the State of Oklahoma, its officers, agents,

EASEMENT. (CONT'D).

Recorded in Book 66 Misc at page 63.

contractors and employees to always keep said road open for the use of the public.

In consideration of the construction of an improved highway the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet to the center line of said highway. And further agrees that the State Highway Commission, its officers, agents, and employees, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which may hereafter be placed upon said premises, within said 150 feet to the center line of said highway.

Said grantor hereby covenants and warrants that at the time of the delivery of these presents that he is the owner of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except No Exception and that he will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint Frank Matthews, as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor herein named has hereunto set his hand and seal this the 16 day of Jan. 1940.

Frank Matthews.

State of Oklahoma,
ss.
County of Payne.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 16 day of Jan., 1940, personally appeared Frank Matthews, 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 hsi 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.

(Seal.) J. C. Wallace,
Notary Public.

My commission expires 9 day of Dec. 1943.

E. P. Murphy et al,

E A S E M E N T

TO

DATED: Jan. 17, 1940

State of Oklahoma,

FILED: Feb. 27, 1940 at 10:44 AM

RECORDED: Book 66 Misc. page 67

KNOW ALL MEN BY THESE PRESENTS:

That E. P. Murphy and Laura Murphy and A. R. Swank of Payne County, State of Oklahoma, for and in consideration of Eighteen Dollars and Twenty cents - - - DOLLARS (\$18.20) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged have 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 the following described lots or parcels of land, lying and being situated in Payne County, Oklahoma, to-wit:

A strip, piece or parcel of land lying in the W/2 NW/4 of Section 24, T 19 N, R 1 E in Payne County, Oklahoma, said parcel of land being described as follows: The South 17 feet of the North 50 feet of said W/2 NW/4. Containing 0.52 acres, more or less.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway over, across, or along the above described real estate.

This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors, and employees to go upon, construct, build and at all times maintain a public road through, along, across, and over the property herein described and enable the State of Oklahoma, its officers, agents, contractors and employees to always keep said road open for the use of the public.

Book 66 Misc. page 67 (Cont'd)

In consideration of the construction of an improved highway the grantor herein agrees to prohibit the construction of any signs, bill boards or other advertising devices within 150 feet of the center line of said highway. And further agrees that the State Highway Commission, its officers, agent and employees, may enter upon and remove therefrom any sign, bill boards or other advertising devices which now exist or which now exist or which may hereafter be placed upon said premises, within said 150 feet of the center line of said highway.

Said grantors hereby covenant and warrant that at the time of the delivery of these presents that they are the owners of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except No Exceptions and that they will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint E. P. Murphy as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seals this the 17 day of Jan. 1940.

E. P. Murphy
Laura Murphy
A. R. Swank

ACKNOWLEDGED:

Jan. 17, 1940
By E. P. Murphy and Laura Murphy, his wife,
and A. R. Swank
Before J. C. Wallace, Notary Public in and for
Payne County, State of Oklahoma. (SEAL)
My Commission expires Dec. 9, 1943

Laura E. Murphy, a widow,

DEDICATION DEED

TO

DATED: Jan. 9, 1950

State of Oklahoma,

FILED: Jan. 18, 1950 at 2:25 PM

RECORDED: Book 97 Misc. page 106

KNOW ALL MEN BY THESE PRESENTS:

That Laura E. Murphy, a widow of Payne County, State of Oklahoma., hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One & no/100 - - DOLLARS, (\$1.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma 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:

A strip, peice or parcel of land lying in the E/2 NW/4 of Section 24, T 19 N, R 1 E in Payne County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the present South right-of-way line of State Highway No. 51 intersects the West line of said E/2 NW/4, 50 feet South of the NW/corner of said E/2 NW/4, thence S 89°53' E along said right-of-way line a distance of 740.7 feet to a jog in said right-of-way line, thence South along said jog a distance of 15 feet, thence N 89°53' W a distance of 740.7 feet to a point on the West line of said E/2 NW/4, thence North along said West line a distance of 15 feet to Point of Beginning.

Containing 0.26 acres, more or less.

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

Book 97 Misc. page 106 (Cont'd)

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 State of Oklahoma, 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 or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, 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 State of Oklahoma, 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 the 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 9 day of Jan., 1950.

Laura E. Murphy

ACKNOWLEDGED:

January 9, 1950 By Laura E. Murphy, a widow
Before Harry DeVinna, Notary Public in and for
Payne County, State of Oklahoma. (SEAL)
My Commission expires Sept. 26, 1953.

Linda
✓
RUBEN JAY
and MARIE JAY,
husband and wife

EASEMENT

DATED: Sept. 17, 1963

TO

FILED: Sept. 18, 1963 at 1:45 pm

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

RECORDED: Book 155 Misc, Page 126

CONSIDERATION: \$1.00 & OGVC

GRANTING CLAUSE:

grant, bargain, sell, convey and
release.....an easement in, over and upon the following
described land situated in the County of Payne, State of
Oklahoma, to wit:

DESCRIPTION:

The NW/4 of Section 24, Township 19
North, Range 1 East of the Indian Meridian, LESS AND EXCEPT
the NE/4 NE/4 NW/4 of said Section 24

For or in connection with the construction, operation, main-
tenance and inspection of the following described works of
improvement to be located on the above described land; for
the flowage of any waters in, over, upon or through such
works of improvement; and for the permanent storage and
temporary detention, either or both, of any waters that are
impounded, stored or detained by such works of improvement.

For Site No. 47 as described in the Work Plan for water
protection, flood prevention, agriculture water management
and non-agriculture water management of the Stillwater
Creek Watershed

SPECIAL PROVISIONS:

1. In the event, construction of the above described works
of improvement is not commenced within 120 months from the
date hereof, the rights.....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 of the
Grantor and any other land of the Grantor adjoining said
land for the purpose of construction, the checking of
operations, and the inspection and maintenance of the
structure.
3. There is reserved to the Grantor, his heirs.....the
rights and privileges to use the above described land at any
time.....and for any purpose that does not interfere with
construction.....of the structure.

continued...

Book 155 Misc, Page 126.....continued.

4. The rights and privileges.....are subject to all easement, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvement.
6. Special provisions: If the permanent pool is divided into two parts as indicated by the overlay, then the Conservancy District agrees to fence the east side of the west sediment pool or on the right-of-way line.

SIGNED:

RUBEN JAY
MARIE JAY

ACKNOWLEDGED:

On this 17th day of September, 1963,
by Ruben Jay and Marie Jay, husband and wife, before Chilton Swank, Notary Public, County of Payne, State of Oklahoma.
Seal affixed and commission expires Aug. 9, 1967.

randy

RUBEN H. JAY AND
MARIE JAY

TO

RURAL WATER CORPORATION NO. 3

RIGHT-OF-WAY EASEMENT

DATED: November 17, 1970

FILED: January 4, 1971 at 8:47 am

RECORDED: Book 186 Misc, Page 65

CONSIDERATION: \$-----

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

BOOK 186 Misc PAGE 65

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

Ruben H. Jay and Marie Jay

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 all 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:

NW/4, Section 24, Township 19 North, Range 1 East

LESS AND EXCEPT the NE/4 NE/4 NW/4 of said section 24.

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.

(CONTINUED)

The easement shall be 15 feet in width, ~~the center line~~ of which is described as follows:
Highway
Parallel and adjacent to the county road right-of-way along the north side of said land.

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 17th day of November 1970.

Ruben H. Jay (Seal)
Marie Jay (Seal)

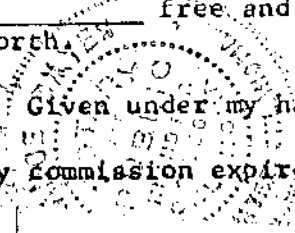
STATE OF OKLAHOMA SS:
COUNTY OF Payne

Before me, the undersigned, a Notary Public, in and for said County and State on this 17th day of November, 1970, personally appeared Ruben H. Jay and Marie Jay, husband and wife

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

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

My commission expires 8-6-73 ~~1-30-72~~ Howell Payne Notary Public



✓ Brenda

RUBEN H. JAY and
MARIE JAY

RIGHT OF WAY EASEMENT

TO

DATED: April 24, 1981

RURAL WATER CORPORATION
NO. 3

FILED: April 27, 1981 at 8:36 am

RECORDED: Book 554, Page 540

~~RIGHT OF WAY EASEMENT~~

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to
"Ruben H. Jay and Marie Jay

hereinafter referred to as GRANTOR, by Rural Water Corporation No. 3, Payne County
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 there-
after, use, operate, inspect, repair, maintain, replace and remove

a water pipeline and all 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 NW/4, Section 24, Township 19 North, Range 1 East, Less and
except the NE/4 NE/4 NW/4 of said Section 24.

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

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

Parallel and adjacent to the county road right of way on the
West side of said land for a distance of 420 feet South from
the NW/corner of said tract of land.

*344
8-2-81
S. H. ...*

The consideration hereinafter receipted shall constitute payment in full of 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 24th day of April, 1981.



Ruben H. Jay
Ruben H. Jay

Marie Jay
Marie Jay

STATE OF OKLAHOMA)
COUNTY OF Payne) SS

Before me, the undersigned, a Notary Public, in and for the County and State on this 24th day of April, 1981, personally appeared

Ruben H. Jay and Marie Jay, husband and wife

to me known to be the identical person s who executed the within and foregoing instrument and acknowledge 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: 9/21/84

Sidney D. Williams Notary Public
Sidney D. Williams

AC 1251 ✓

Filed at 10:48 AM
Payne County Clerk JUL 6 1984

RETURN TO:
SHERIFF'S OFFICE
LEASE PURCHASE UNIT
P.O. BOX 1214, OKLAHOMA, OKLA 75121

09386

BOOK 652 PAGE 415

AtlanticRichfieldCompany ♦ **Right of Way Easement**

For and in consideration of One Thousand Five Hundred Ninety dollars, the receipt of which is hereby acknowledged, Ruben H. Jay - 1121 South Western, 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:

Right-of-way and damages for the purpose of laying a gas pipeline. Right-of-way will be fifty (50') feet in width, starting approximately six hundred (600') feet South of NE corner of the NW/4 of Sec. 24, T19N, R1E Payne County, Oklahoma and extending fifty-three (53) rods due West.

This will revert to a twenty (20') foot wide permanent Right-of-Way upon completion of pipeline installation.

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 to any line to construct and operate any additional pipe lines or pipes of any size or diameter, permitted to the said pipe lines constructed by Grantor on Grantor's land,

and Grantee agrees to pay Grantors for each additional pipe line so constructed the sum of \$ and Grantee shall be liable for the cost of such pipe lines. Grantee agrees to construct such pipe lines on the land hereinabove described. Said additional pipe lines or pipes of any size 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.



AR3B-1229

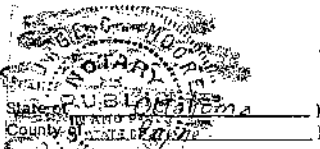
177

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 30th day of March, 1984.

Witnesses: Randy L. Endicott

Grantors: Ruben H. Jay 442-34698
Ruben H. Jay



Acknowledgement of Individual

State of PUBLIC STATE
County of ...

Person Ruben H. Jay, in and for said County and State, on this 30th day of March, 1984, personally appeared Ruben H. Jay

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: 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

Series _____ Line No. 23
From _____
To Atlantic Richfield Company
Line _____
Length _____
Flods _____
INDEXED
DIRECTED
REVERSED
RELEASED
Authority _____
Connection of SECRETARY
Draft _____

04 JUL 6 AM 10 40
FILED
BOOK 652 PAGE 416

009386

94-19-15



RIGHT OF WAY GRANT

Grantor(s): Stephen A. Jay, *M. J. Jay*
10928 S Quebec PL
Tulsa, OK 74137

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 Thirty feet (30') 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:

An undivided one-third (1/3) interest in and to The East Thirty (30) Feet of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (NW/4 NE/4 NW/4) and the North Thirty (30) Feet and the East Thirty (30) Feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE/4 NE/4 NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range One (1) East, Payne County, Oklahoma.

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 Right of Way is intended to be as near as possible to the perimeter fence line on Grantor's property and therefore the parties agree that for purposes of the agreements between Grantor and Grantee, the Grantor Land shall be as described above and in no event shall it extend more than Thirty (30) Feet from the Grantor's fence line. Any change in the location of the Right of Way must be approved by Grantor in writing.
- 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 forty-eight inches (48") 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.

18
50

6. **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 Right of Way unto Grantee, its successors and assigns, forever subject to the terms and conditions contained herein.

EXECUTED this 7th day of July, 2015.

Grantor:

By: _____

Name: **Stephen A. Jay**

By: Nancy D. Jay
Name: Nancy D. Jay

Grantee:
TOMPC LLC

By: _____

Name: _____

Title: _____

Lindel Carison
Title: CEO

Exhibit "A"

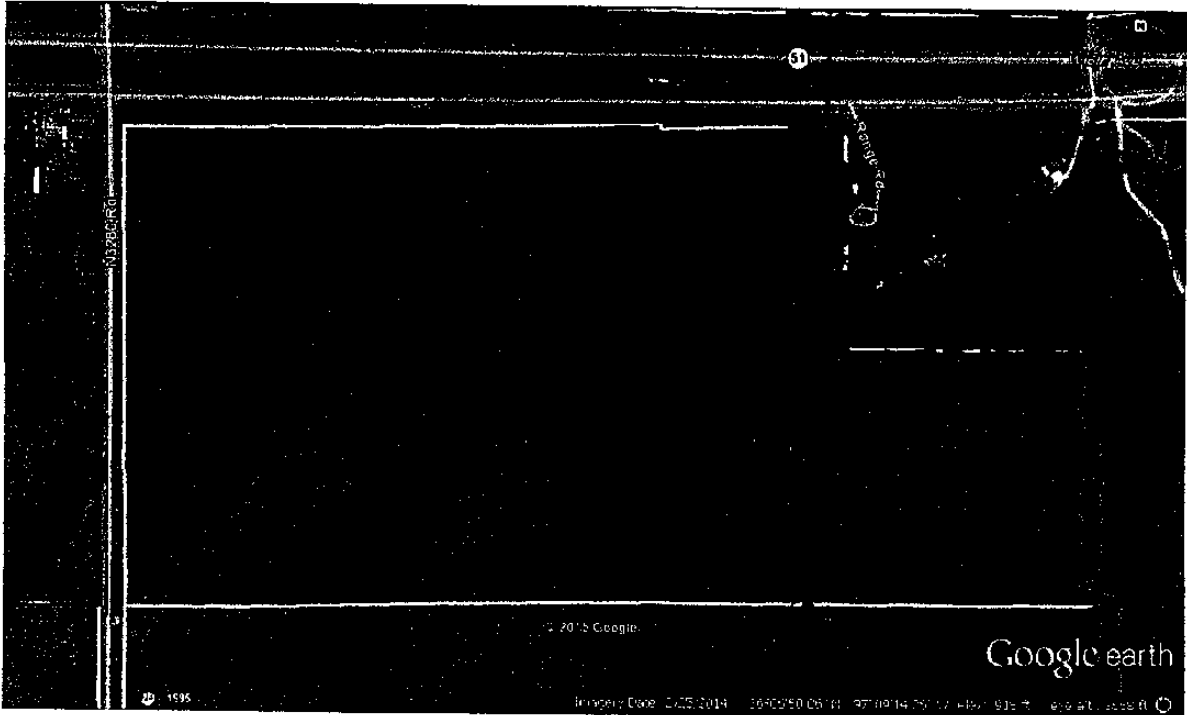


Exhibit "B"

This Exhibit "B" is in addition to the Right of Way Grant executed and dated July 7th 2015 by and between Stephen A. Jay, Married, known as "Grantor", and TOMPC LLC, known as "Grantee", covering the following described tract of land situated in Payne County, Oklahoma, to wit:

An undivided one-third (1/3) Interest in and to the North Half (N/2) of the Northwest Quarter (NW/4) of Section Twenty-Four (24), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, LESS AND EXCEPT the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of said Section Twenty-Four (24).

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:

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.

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.

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.

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. and spread on ROW.

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.

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.

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 proper braces on either side of contemplated opening 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 operating according to and pursuant to this agreement.

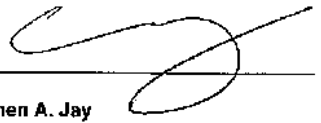
48" Pipeline Depth. The pipelines constructed by Grantee pursuant to this Agreement, shall be buried so that there is a minimum depth of cover of forty-eight inches (48") below the surface of the ground, including the bottom of ditches.

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 twenty foot (20') wide temporary easement work area located adjacent to and parallel to the permanent easement.

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.


EXECUTED this 7th day of July, 2015.

Grantor:

By: 
Name: Stephen A. Jay

By: Nancy D. Jay
Nancy D. Jay

Grantee:

TOMPC LLC
By: 
Name: Linda Carson *TC*
Title: COO



AFE #1083
Mane Extension

RIGHT OF WAY GRANT

Grantor(s): Kevin Karpe, Heritage Trust Company, Trustee of the Frank Malcolm Jay Revocable Trust
400 E. Central, Suite 406
Ponca City, Oklahoma

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 Thirty feet (30') 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:

An undivided two-thirds (2/3) interest in and to The East Thirty (30) Feet of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (NW/4 NE/4 NW/4) and the North Thirty (30) Feet and the East Thirty (30) Feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE/4 NE/4 NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range One (1) East, Payne County, Oklahoma.

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 Right of Way is intended to be as near as possible to the perimeter fence line on Grantor's property and therefore the parties agree that for purposes of the agreements between Grantor and Grantee, the Grantor Land shall be as described above and in no event shall it extend more than Thirty (30) Feet from the Grantor's fence line. Any change in the location of the Right of Way must be approved by Grantor in writing.
- 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 forty-eight inches (48") 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.

18/5

6. **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 Right of Way unto Grantee, its successors and assigns, forever subject to the terms and conditions contained herein.

EXECUTED this 7th day of July, 2015.

Grantor:

By: [Signature], SVP.

Name: Kevin Karpe, Heritage Trust Company, Trustee of the Frank Malcolm Jay Revocable Trust

Grantee:
TOMPC LLC

By: [Signature]

Name: Lindel Carson

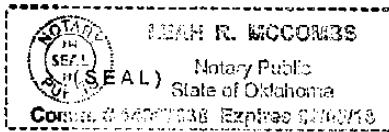
Title: COO

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on July 7, 2015 by Kevin Karpe, Heritage Trust Company, Trustee of the Frank Malcolm Jay Revocable Trust.

Leah R. McCombs
Notary Public
Printed Name: Leah R. McCombs
My Commission Expires: 9/5/18

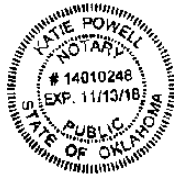


STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on July 31st, 2015 by Linda Lanson the COO of TOMPC LLC, a Delaware limited liability company.

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

(SEAL)



I-2015-011132 Book: 2279 pg: 387
8/5/2015 12:23 PM pgs: 384 - 389
Fees: \$23.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

AFE #1083
Mane Extension

Exhibit "A"

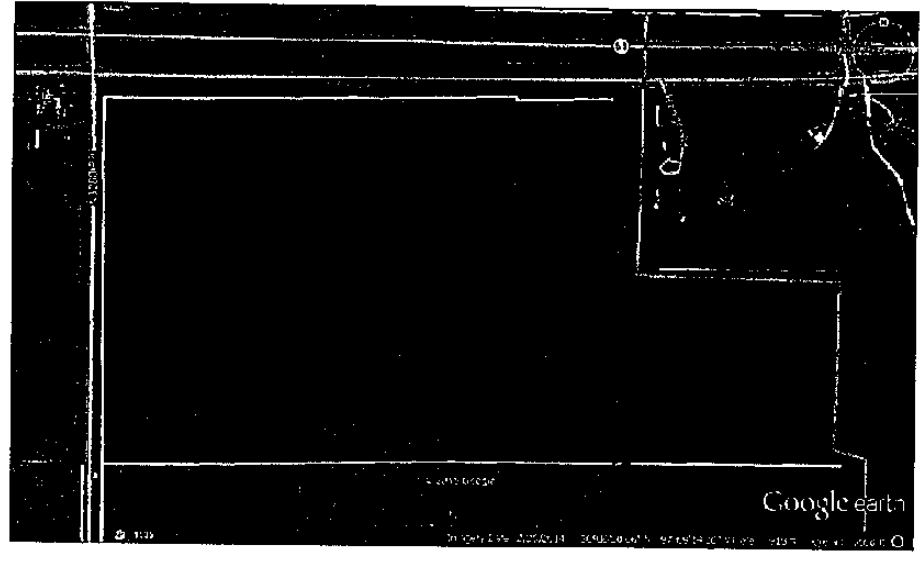


Exhibit "B"

This Exhibit "B" is in addition to the Right of Way Grant executed and dated JULY
7, 2015 by and between Kevin Karpe, Heritage Trust Company, Trustee of the Frank Malcolm Jay Revocable Trust, known as "Grantor", and TOMPC LLC, known as "Grantee", covering the following described tract of land situated in Payne County, Oklahoma, to wit:

An undivided two-thirds (2/3) interest in and to the North Half (N/2) of the Northwest Quarter (NW/4) of Section Twenty-Four (24), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, LESS AND EXCEPT the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of said Section Twenty-Four (24).

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:

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.

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.

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.

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. and spread on ROW.

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.

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.

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 proper braces on either side of contemplated opening 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 operating according to and pursuant to this agreement.

48" Pipeline Depth. The pipelines constructed by Grantee pursuant to this Agreement, shall be buried so that there is a minimum depth of cover of forty-eight inches (48") below the surface of the ground, including the bottom of ditches.

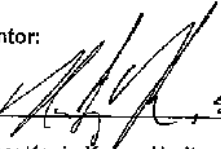
Easement Size. The right of way easement shall consist of a thirty foot (30') wide free and unobstructed permanent easement and right of way and a twenty foot (20') wide temporary easement work area located adjacent to and parallel to the permanent easement.

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.

1-2015-011132 Book: 2279 pg: 389
8/5/2015 12:23 PM pgs: 384 - 389
Fees: \$23.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

EXECUTED this 7TH day of JULY, 2015.

Grantor:

By: , SVP

Name: Kevin Karpe, Heritage Trust Company, Trustee of the Frank Malcolm Jay Revocable Trust

Grantee:

TOMPC LLC

By: 

Name: Cadel Carson *TCW*

Title: CEO

Please Return To
PLS c/o Josh Langley
920 S Murphy St Apt 22
Stillwater OK 74075

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: JUN 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. Hart, 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 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

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 of the 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 of the 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 and the 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.

IT IS FURTHER ORDERED that the principal place of business shall
be 201 West Ninth 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 the State of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Decree.

R. L. HERT
R. L. HERT, JUDGE OF THE DISTRICT
COURT OF PAYNE COUNTY, OKLAHOMA

Approved as to form:

SWANK & SWANK
BY Chilton Swank
ATTORNEYS FOR PETITIONERS

A certified copy of the foregoing was filed in office of County Clerk, July 29, 1958, at 8:35 A.M., and recorded Book 134 Misc. page 379.

NO. 18,279
FILED: Jun 30, 1958

APPOINTMENT OF DIRECTORS

This Court hereby appoints the following persons as the Board of Directors of "Conservancy District No. 16 in Payne and Noble Counties, State of Oklahoma":

NOBLE COUNTY

John P. Falovik	RPD #3, Perry, Oklahoma
Name	Address

PAYNE COUNTY

Allen Dean	Route 3, Stillwater, Oklahoma
Name	Address
Ervin Schroeder, Civil Engineer	138 South Monticello Drive
Name	Stillwater, Oklahoma
	Address

(Balance omitted.)