

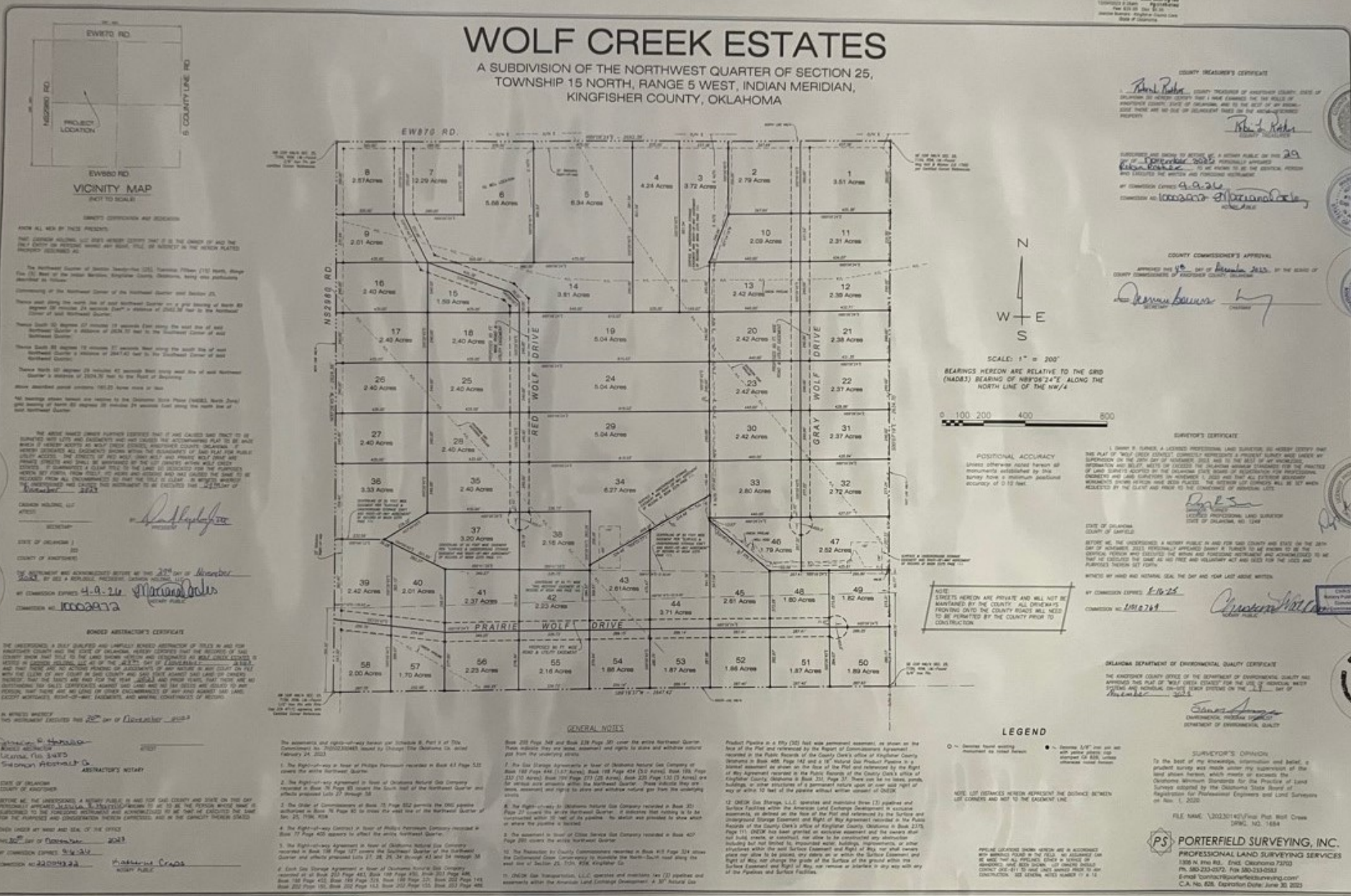
## **Cover Page**

### **Recorded Exception Documents for Auction Lots in Wolf Creek Estates**

The pages that follow contain copies of the documents listed below (or a description of the document from the abstractor).

- Plat of Wolf Creek Estates recorded on December 4, 2023, in Book 3520, Page 145.
- Declaration of Covenants, Conditions and Restrictions for Wolf Creek Estates recorded on January 30, 2024, in Book 3530, Page 67.
- Right of Way in favor of Philips Petroleum recorded in Book 63, Page 535.
- Order of Commissioners recorded in Book 75, Page 552.
- Right of Way in favor of Oklahoma Natural Gas Company recorded in Book 76, Page 95.
- Right of Way in favor of Phillips Petroleum recorded in Book 77, Page 405.
- Right of Way in favor of Oklahoma Natural Gas recorded in Book 196, Page 127.
- Right of Way in favor of Oklahoma Natural Gas Company recorded in Book 351, Page 37.
- Easement in favor of Cities Services Gas Company recorded in Book 407, Page 290.
- Report of Commissioners recorded in Book 415, Page 324.
- Report of Commissioners in favor of ONG Western, Inc. recorded in Book 488 Page 142.
- Right-of-Way Easement in favor of Avalon Exploration, Inc. recorded in Book 2103 Page 64.
- Pipeline Right-of-Way Easement in favor of Avalon Exploration, Inc. recorded in Book 2103 Page 69.
- Pipeline Right-of-Way Easement in favor of Superior Pipeline Company, L.L.C. recorded in Book 2162 Page 238.
- Surface and Underground Storage Easement and Right of Way Agreement in favor of ONEOK Gas Storage, L.L.C. recorded Book 2375 Page 111.
- Easement in favor of Cimarron Electric Cooperative recorded in Book 3078 Page 453.
- Gas Storage Agreement recorded in Book 198, Page 446.
- Gas Storage Agreement recorded in Book 198, Page 450.
- Gas Storage Agreement recorded in Book 198, Page 452.
- Gas Storage Agreement recorded in Book 198, Page 454.
- Gas Storage Agreement recorded in Book 199, Page 273.
- Gas Storage Agreement recorded in Book 199, Page 329.
- Gas Storage Agreement recorded in Book 199, Page 331.
- Gas Storage Agreement recorded in Book 199, Page 333.
- Gas Storage Agreement recorded in Book 201, Page 240.
- Gas Storage Agreement recorded in Book 202, Page 149.
- Gas Storage Agreement recorded in Book 202, Page 151.
- Gas Storage Agreement recorded in Book 202, Page 153.
- Gas Storage Agreement recorded in Book 202, Page 155.
- Gas Storage Agreement recorded in Book 203, Page 483.
- Gas Storage Agreement recorded in Book 203, Page 486.
- Gas Storage Agreement recorded in Book 205, Page 348.
- Gas Storage Agreement recorded in Book 235, Page 130.
- Gas Storage Agreement recorded in Book 239, Page 381.

To view unrecorded copy of plat click here and go to "Downloads" page (www.schraderauction.com/auctions/8668)



# WOLF CREEK ESTATES

A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 15 NORTH, RANGE 5 WEST, INDIAN MERIDIAN,  
KINGFISHER COUNTY, OKLAHOMA

RECORDED IN BOOK 3817 PAGE 102  
DATE RECORDED 10/24/2013  
BY RECORDER  
KINGFISHER COUNTY, OKLAHOMA

### COUNTY TREASURER'S CERTIFICATE

I, Ruth P. Baker, County Treasurer of Kingfisher County, State of Oklahoma, do hereby certify that a new plat of the Wolf Creek Estates, a subdivision of the Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, Kingfisher County, State of Oklahoma, was filed for record on this 29th day of October 2013, personally appeared Ruth P. Baker, the owner of the same, and he acknowledged to me that he executed the same as the owner of the same as aforesaid property.

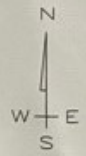
SUBSCRIBERS AND OTHERS TO RECORD OF A RETURN PUBLIC OF THIS 29th day of October 2013, personally appeared Ruth P. Baker, the owner of the same, and he acknowledged to me that he executed the same as the owner of the same as aforesaid property.

BY COMMISSION EXP. 4-9-2014  
COMMISSION NO. 130220443

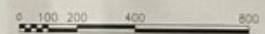
### COUNTY COMMISSIONER'S APPROVAL

APPROVED THIS 15th DAY OF November 2013, BY THE BOARD OF COUNTY COMMISSIONERS OF KINGFISHER COUNTY, OKLAHOMA.

Dennis Bowles  
COUNTY COMMISSIONER



SCALE: 1" = 200'  
BEARINGS HEREON ARE RELATIVE TO THE GRID  
(NAD83) BEARING OF N89°08'24"E ALONG THE  
NORTH LINE OF THE NW 1/4



### SURVEYOR'S CERTIFICATE

I, Dennis Bowles, a Licensed Professional Land Surveyor in the State of Oklahoma, do hereby certify that the plat of Wolf Creek Estates, a subdivision of the Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, Kingfisher County, State of Oklahoma, was prepared by me or under my direct supervision and that I am a duly licensed and qualified professional land surveyor in the State of Oklahoma. I have examined the plat and find it to be correct and in accordance with the laws of the State of Oklahoma. The plat is correct and in accordance with the laws of the State of Oklahoma. The plat is correct and in accordance with the laws of the State of Oklahoma.

STATE OF OKLAHOMA  
COUNTY OF KINGFISHER  
I, Dennis Bowles, a Licensed Professional Land Surveyor in the State of Oklahoma, do hereby certify that the plat of Wolf Creek Estates, a subdivision of the Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, Kingfisher County, State of Oklahoma, was prepared by me or under my direct supervision and that I am a duly licensed and qualified professional land surveyor in the State of Oklahoma. I have examined the plat and find it to be correct and in accordance with the laws of the State of Oklahoma. The plat is correct and in accordance with the laws of the State of Oklahoma. The plat is correct and in accordance with the laws of the State of Oklahoma.

BEFORE ME, the undersigned a Notary Public in and for the State of Oklahoma, on this 29th day of October 2013, personally appeared Ruth P. Baker, the owner of the same, and he acknowledged to me that he executed the same as the owner of the same as aforesaid property. I am duly qualified to act as a Notary Public in and for the State of Oklahoma, and I am duly qualified to act as a Notary Public in and for the State of Oklahoma.

BY COMMISSION EXPIRES 8-16-2015  
COMMISSION NO. 13016781

NOTE: STREETS HEREON ARE PRIVATE AND WILL NOT BE MAINTAINED BY THE COUNTY. ALL DRAINAGE FRONTING ONTO THE COUNTY TRACTS WILL NEED TO BE PERMITTED BY THE COUNTY PRIOR TO CONSTRUCTION.

### LEGEND

○ - Boundary based on survey  
● - Boundary based on deed  
○ - Boundary based on deed  
● - Boundary based on deed

### SURVEYOR'S OPINION

To the best of my knowledge, information and belief, a prudent survey was made under my supervision of the land shown hereon, which meets or exceeds the Oklahoma minimum standards for the practice of land surveying as established by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors on May 1, 2010.

FILE NAME: 130220443 Final Plat Wolf Creek Estates, OK, 1884  
PORTERFIELD SURVEYING, INC.  
PROFESSIONAL LAND SURVEYING SERVICES  
1889 N. 4th St., Enid, Oklahoma 73703  
PH: 800-233-0278 Fax: 580-233-0553  
Email: contact@porterfieldsurveying.com  
C.A. No. 628, Expiration Date: June 30, 2022

### GENERAL NOTES

1. The Right-of-Way in favor of Phillips Petroleum Company recorded in Book 413 Page 112 covers the entire Northwest Quarter.
2. The Right-of-Way Agreement to favor of Oklahoma Natural Gas Company recorded in Book 36 Page 63 covers the South half of the Northwest Quarter and affects proposed Lots 27 through 38.
3. The Order of Commissioners of Book 73 Page 882 permits the 0.800 pipeline authorized in Book 78 Page 62 to cross the east half of the Northwest Quarter of Sec. 25, T15N, R5W.
4. The Right-of-Way Contract in favor of Phillips Petroleum Company recorded in Book 77 Page 402 appears to affect the entire Northwest Quarter.
5. The Right-of-Way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 78 Page 127 covers the Northwest Quarter of the Northwest Quarter and affects proposed Lots 27, 28, 29, 30 through 41 and 44 through 50.
6. Each Gas Storage Agreement in favor of Oklahoma Natural Gas Company recorded at at Book 253 Page 481, Book 199 Page 430, Book 203 Page 484, Book 188 Page 452, Book 166 Page 514, Book 188 Page 515, Book 203 Page 484, Book 203 Page 150, Book 202 Page 143, Book 202 Page 150, Book 203 Page 484.

VICINITY MAP  
NOT TO SCALE

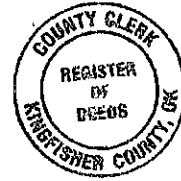
OKLAHOMA COUNTY RECORDS  
KINGFISHER COUNTY RECORDS

NOTARY PUBLIC  
Dennis Bowles  
My Commission Expires 8-16-2015

SEAL  
APPROVED NOV 18 2013  
KINGFISHER COUNTY RECORDS

APPROVED NOV 18 2013  
KINGFISHER COUNTY RECORDS

APPROVED NOV 18 2013  
KINGFISHER COUNTY RECORDS



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOLF CREEK ESTATES

This Declaration is made this 6th day of December, 2023, by the undersigned for the purpose of providing an orderly development of the hereinafter described property and for the purpose of providing adequate restrictive covenants for the benefit of the Declarant and its successors in title to the property.

The property which is the subject of the Declaration (the "Property") is described as follows:

The Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, Kingfisher County, Oklahoma

The Declarant is the sole owner of the Property.

The Declarant desires to subject the Property and the lots located therein (the "Lots") to the covenants, conditions and restrictions set forth below.

The Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. §§ 851-855, as amended).

The covenants, conditions and restrictions set forth shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust, partnership, or other legal entity whatsoever who may hereafter own an interest in the Property, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise.

Therefore, the Declarant does hereby impose the following covenants, conditions, and restrictions on the Property, and does hereby declare that the Property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

1. No tract or lot, as indicated and numbered on the plat of Wolf Creek Estates, a recorded subdivision in Kingfisher County, Oklahoma, shall have more than two (2) residences, homes, living quarters, etc.
2. The floor area of the main structure of the home, home, or living quarters, exclusive of porches, basements, and garage(s), shall not be less than 450 square feet and shall be built out of new material.
3. No container homes are allowed.
4. No temporary housing is allowed.
5. All mobile homes must be Twenty (20) year or newer.
6. General purpose farm, garden, and nursery, provided that any crop or product grown or produced on the premises is not sold on or near the lot where it is produced.
7. Livestock will be restricted to one livestock animal per one acre of land owned by the homeowner. Livestock is defined as horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, sheep, goats, lambs, hogs, and pigs.

8. Fowl will be restricted to ten (10) fowl per acre owned.
9. Lots should be kept free of junk or debris visible from the road, maintaining a clean and well-kept appearance.
10. The owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive noise, light or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.
11. No commercial cannabis grow operations are allowed.
12. A Lot shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred.
13. No building structure or any part thereof shall be located, placed, or maintained within ten feet (10') of the side and back Lot line of any Lot. No building structure or part thereof shall be erected or maintained within twenty feet (20') of the perimeter of the road and utility easement at the front of the property.
14. No overnight parking of any vehicle on any road or street is permitted.
15. Pets or animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. Pets or animals must always be leashed or confined within enclosed area while within the development premises.
16. No signs or billboards shall be displayed to the public view on any residential Lot except signs placed by builders or licensed realtors or other agents for the sale or rental of property and such other signs as are approved by the Board.
17. Each owner shall pay road maintenance assessments of \$300 per year. In addition, each Property and such Property's owner is and shall be subject to the certain BY-LAWS OF THE ASSOCIATION attached hereto or as are filed or may hereafter be filed, or thereafter amended, as applicable, with respect to the Wolf Creek Estates Declaration of Covenants, Conditions and Restrictions.
18. Beginning with the conveyance of each Lot from the Declarant to any owner, assessments shall be due annually in advance unless another date is specified by written notice from the Board of Directors. In the event the ownership of a Lot commences on a day other than the beginning of a year, the assessment for that year shall be prorated.
19. In addition to the annual assessments hereof, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected cost, repair, or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto.
20. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant.
21. An owner of a Lot, upon becoming an owner, shall mandatorily become a member of the Association and shall remain a member for the period of his/her ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws

- of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.
22. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions, and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due including, but not limited to, fines imposed for violating the covenants, conditions and restrictions on the Property in the amount of \$50.00 per day so long as the violation continues, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners or in a proper case, by an aggrieved owner.
  23. Voting in the Association or as to any Amendment to this Declaration shall be on a per Lot basis. The Declarant shall have three (3) votes for each Lot owned by it, developed or not. All other owners shall have one (1) vote per Lot owned and must be in good standing.
  24. All sums assessed but unpaid for dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and a charges for such taxes past due and unpaid liens; (2) judgments entered in a Court of record prior to the date of the assessment; (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment; (4) mechanic's and materialman's liens arising from labor performed or material furnished chargeable to owner of a Lot duly recorded prior to the date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Kingfisher County, Oklahoma. Such lien shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting owner's Lot subsequent to the recording of a notice or claim thereof by the Association and like manner as a mortgage on real property. In any such proceedings, the owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and in the event of foreclosure proceedings, the additional costs, expenses, and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgage holding a lien on a Lot may pay, but shall not be required to pay, any unpaid expenses payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot owner.

- 25. Upon the sale or conveyance of a Lot, all unpaid assessments and/or sums due against the seller-Owner for his pro rata share of the expenses, including interest, and reasonable attorney's fees incurred in collection, shall be paid out of the sales price or by the purchaser.
- 26. This Declaration shall not be revoked unless all of the owners unanimously consent and agree to such revocation by instruments) duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of ninety percent (90%), or more, of the Lots consent and agree to such amendment by instruments) duly recorded. However, Declarant may amend this Declaration at any time.

DECLARANT:

CASHION HOLDINGS, LLC

  
 Dee A. Replogle III, Manager/Member

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) SS:  
 COUNTY OF Oklahoma )

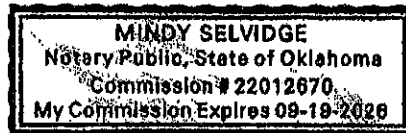
Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of December, 2023, personally appeared Dee A. Replogle III, as Manager/Member of Cashion Holdings, LLC, to me known to be the identical person who executed the within and foregoing Declaration, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Cashion Holdings, LLC for the uses and purposes therein set forth.

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

  
 Notary Public

My Commission Expires:

9-19-~~2023~~ 2026



## PURPOSES AND BY-LAWS OF THE ASSOCIATION

The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the by-laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors/Trustees of the Association.

1. Regular meetings. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The first meeting of the Association shall be held within sixty (60) days after the date by which seventy-five percent (75%) of the Lots have been conveyed to owners, or at such earlier time as determined by Declarant. Thereafter, the regular meeting of the Association shall be held on the second Tuesday in the month of March of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

(a) Notice of regular meeting. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be emailed or mailed to each member of the Association; such notices shall be deposited in the post office with postage prepaid, at least 15 days prior to the time for holding such meeting.

(b) Special meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors/Trustees or by members of the Association having no less than ten votes.

(c) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be emailed or mailed to each member of the Association; such notice shall be deposited in the post office with postage prepaid, at least 10 days prior to the time for holding such meeting.

(d) Place of meeting. All meetings shall be held in Kingfisher County, Oklahoma, preferably within the addition.

2. Number. Until the first annual meeting of the Association, the affairs of the Association shall be governed by Declarant. At such first meeting, there shall be elected any three (3) to five (5) members of the Association to the Board of Directors, a majority of whom must be Lot owners and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. The Association powers, business, and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees. The Board of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

(a) Election. At the first annual meeting of the Association the term of office of one Director shall be fixed at three (3) years; the term of office of the second Director shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

(b) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who breaches or becomes in default of any contract or agreement with the Association, or who as an owner of property and/or a residence breaches or becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

(c) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

(d) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Kingfisher County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

(e) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

(f) Notice of regular or special meetings shall be emailed or mailed. Notice of regular or special meetings shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived.

(g) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association Act.

(h) Compensation. Each member of the board of directors shall receive no compensation, but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

3. Powers of Directors or Trustees. The Directors/Trustees shall have the power:



(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting any time upon the written request of 10 of the members of the Association.

(b) To appoint and remove at pleasure, all officers, agents, and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

(e) To control, maintain, manage, and improve the Drainage Channels as well as the common Private Roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in these covenants and restrictions.

4. Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance-assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all persons or property liable therefore.

(c) To control, maintain, manage, and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the Drainage Channels and the common Private Roadways within said addition.

(d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interests of the Association.

5. The officers of the Association shall be a president, vice president, secretary, and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

6. The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be unable to act, the board shall appoint a director to do so. The president or such vice president or director:

(a) shall preside over all meetings of the members and directors.

(b) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(c) shall call the directors together whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

7. Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

(a) To keep record of the proceedings of the meeting of the board of directors and of the members.

(b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, contracts, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.

(d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitutes a lien, and all payments thereof or made thereon.

(e) To receive and deposit all funds of the Association, to pay out funds as authorized by the Board of Directors, and account for all receipts, disbursements, and balance on hand.

(f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.

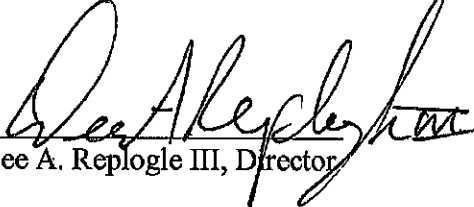
(g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.

(h) To email or mail all notices of meeting as required by the by-laws.

8. Miscellaneous. In the event that any inconsistency or conflict exists between the items of the Declaration, these By-laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration. In the event that any dispute between owners arises involving any of the Common Elements or any other matters concerning the Addition it shall be resolved by the Board of Directors.

IN WITNESS WHEREOF, the undersigned owner has caused this instrument to be executed by  
its Manager, at Oklahoma City, Oklahoma this 6 day of December, 2023.

WOLF CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.

  
Dee A. Replogle III, Director

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
  )    SS:  
COUNTY OF Oklahoma                     )

Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of December, 2023, personally appeared Dee A. Replogle III, as Director of Wolf Creek Estates Homeowners' Association, Inc., to me known to be the identical person who executed the within and foregoing Declaration, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Wolf Creek Estates Homeowners' Association, Inc. for the uses and purposes therein set forth.

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

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

My Commission Expires:

9-19-2026



CONTINUATION OF ABSTRACT OF TITLE DESCRIBED IN CAPTION HERETO

SOLOMON AGENCY, Bonded Abstracters

GEORGE W. COLLETT

GRANTORS

TO

PHILLIPS PETROLEUM CO. &  
STANDISH PIPE LINE CO.

GRANTEES

Character of Instrument  
RIGHT OF WAY GRANT

Date of Instrument  
August 24, 1944

Date of Record  
September 5, 1944 at 10:05 A.M.

Book 63 of Misc. Page 535

Consideration \$ 5.00

Date of Acknowledgment August 24, 1944

Before Whom Acknowledged Elbert S. Stoner, Notary Public, Kingfisher County, Oklahoma.

Commission Expires May 17, 1946 (SEAL)

DESCRIPTION AND REMARKS

GRANTS:

. . . the right to lay, maintain, inspect, erect, operate and remove a pipe line, or pipe lines and accompanying telephone and telegraph lines over, through, upon, under and across the following described land in Kingfisher County, State of Oklahoma, to-wit:

NW/4 of Sec. 25, Twp. 15 N, Range 5 W.  
(and other land)

Grantor agrees to pay for damages to growing crops or to fences of grantor.

The provisions of this contract shall not apply to pipe lines laid on or across the above described land under rights granted by any other contract, lease or conveyance.

552

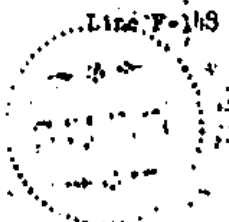
3594  
ORDER

ORDERED BY THE BOARD OF COUNTY COMMISSIONERS

KINGFISHER COUNTY, OKLAHOMA

NOW, on this the 3 day of June ~~May~~, 1946, the matter of the Petition of the Oklahoma Natural Gas Company for permission to lay a pipe line along, under, and across certain highways in said County and State came up before the Board of County Commissioners of said County for hearing, and it appearing to the Board and each of the Commissioners thereof that it was just that the said Oklahoma Natural Gas Company be permitted to use as much of the highways as designated by plat filed by said corporation, and according to said description which is as follows, to-wit:

A 6" gas pipe line beginning at a point near the Southeast corner of the NW $\frac{1}{4}$  of Section 29, T15N, R4W, extending West to a point near the Southwest corner of the NW $\frac{1}{4}$  of Section 25, T15N, R5W, and crossing that part of the North & South section line road between Section 30, T15N, R4W and Section 25, T15N, R5W, being within Kingfisher County, Oklahoma; also Georgia M. Smith No. 1 well line crossing North & South section line road between sections 25 and 26, Township 15N, Range 5W, and at a point approximately 486' North of the Southwest corner of the NW $\frac{1}{4}$  of said section 25.



State of Oklahoma )  
Kingfisher County ) ss.  
Filed for record June 1946  
in Book 79 page 552  
Clara C. Pollock,  
County Clerk

By Fred Wehner Deputy

And it further appearing from the Petition herein that said pipe line will be so constructed as not to interfere with any of the rights of the general public in the use of said highways; and will be constructed in accordance with all rules of the County Commissioners and the laws of the State of Oklahoma governing same.

IT IS HEREBY ORDERED AND ADJUDGED by the Board of County Commissioners of said County that permission be granted, and the same is hereby granted to Oklahoma Natural Gas Company, its successors and assigns, to use as much of the highways as above designated.

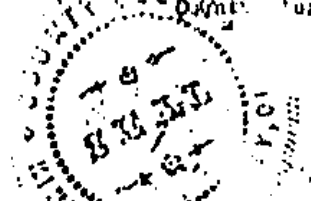
Miles I. Stump

E. B. ...

W. D. ...  
Commissioners.

ATTEST:

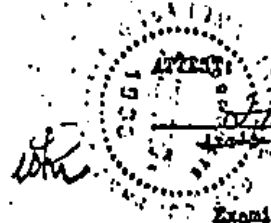
Clara C. Pollock  
County Clerk.



PETITIONER AGREES to keep said line in good condition at all times, and to bury said line below grade, and to maintain in a proper manner backfilled trench and to keep such line and appurtenances thereunto belonging in a good and safe condition at all times, and make changes in such line when ordered to do so by the proper authorities of such County when it is necessary for the construction, improvement, or repair of the public highway, along, under, and across which said line is located.

FURTHERMORE, Petitioner agrees to comply with all rules of the County Commissioners and the laws of the State of Oklahoma in the construction of said pipe line.

Dated this 31 day of May, 1946.



John Letess  
Notary Secretary.

OKLAHOMA NATURAL GAS COMPANY,  
By John Burns  
Vice-President

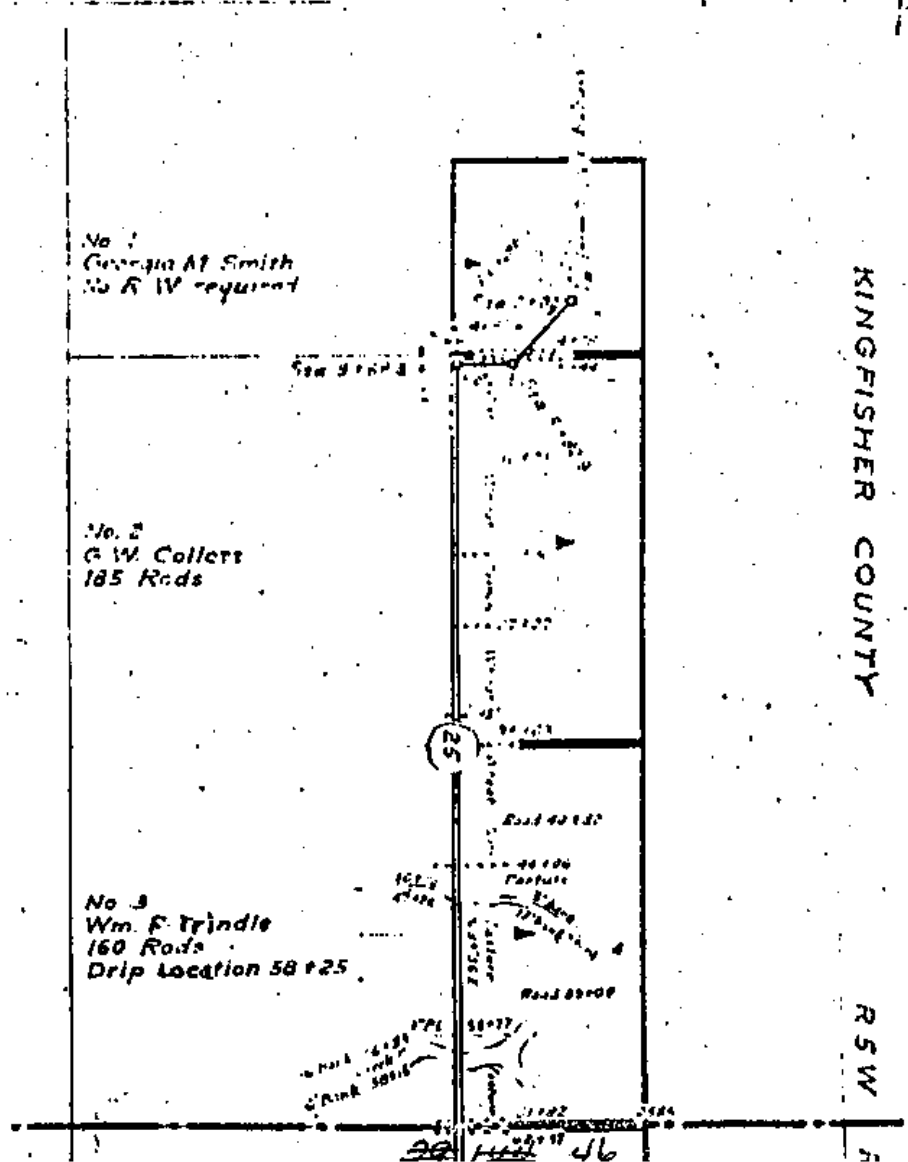
Examined and recommended for approval this 3 day of June, 1946.

[Signature]  
County Engineer.

No. 1  
Georgia A. Smith  
No R W required

No. 2  
G. W. Collett  
185 Rods

No. 3  
Wm. F. Trindle  
160 Rods  
Drip Location 58 + 25



CONTINUATION OF ABSTRACT OF TITLE DESCRIBED IN CAPTION HERETO

SOLOMON AGENCY, Bonded Abstracters

G. W. COLLETT and  
ANNIE A. COLLETT, husband and wife.

GRANTORS

TO

OKLAHOMA NATURAL GAS COMPANY

GRANTEES

Character of Instrument  
RIGHT OF WAY AGREEMENT

Date of Instrument  
June 3, 1946

Date of Record  
July 19, 1946 at 8:00 A.M.

Book 76 of Misc. Page 95

Consideration \$ 1.00 & OVC

Date of Acknowledgment June 3, 1946

Before Whom Acknowledged E. C. Johnson, Notary Public, Fisher County, Oklahoma

Commission Expires January 27, 1950 (SEAL)

DESCRIPTION AND REMARKS

GRANTS:

The Right of Way to lay, maintain, operate, relay and remove a pipe line for the purpose of the transporation of Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Kingfisher, State of Oklahoma, described as follows:

The South Half of the Northwest Quarter of Section 25,  
Township 15 North, Range 5 West.

The grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.

That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.

That the Grantee shall have the right at any time to change the size of its line of pipe.

That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said line of pipe . . . .

CONTINUATION OF ABSTRACT OF TITLE DESCRIBED IN CAPTION HERETO  
**SOLOMON AGENCY, Bonded Abstracters**

GEORGE W. COLLETT and  
ANNIE A. COLLETT, his wife.

GRANTORS

TO

PHILLIPS PETROLEUM COMPANY

GRANTEES

Character of Instrument  
RIGHT OF WAY CONTRACT

Date of Instrument  
April 30, 1947

Date of Record  
May 12, 1947 at 11:47 A.M.

Book 77 of Misc. Page 405

Consideration \$ 165.00

Date of Acknowledgment April 30, 1947  
Before Whom Acknowledged J. W. Ragland, Notary Public, Kingfisher County, Oklahoma.  
Commission Expires October 2, 1948 (SEAL)

**DESCRIPTION AND REMARKS**

**GRANTS:**

. . . the right to lay, maintain, operate, inspect and remove a pipe line or pipe lines, and appurtenances over, through, upon, under and across lands in the County of Kingfisher, State of Oklahoma, to-wit:

Northwest Quarter (NW/4) of Section 25,  
Township 15 North, Range 5 West.

This right of way is taken for the use and benefit of the Members of the West Edmond Salt Water Disposal Association.

Said Grantor to fully use and enjoy said premises except for the purposes hereinabove granted.



RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into by and between Annie A. Collett herein-  
after called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter  
called the Grantee.

WITNESSETH, that said Grantor for and in consideration of the sum of \$1.00 and other  
valuable considerations to him in hand paid by said Grantee, the receipt of which is  
hereby acknowledged, and for and in consideration of the agreements and covenants herein-  
after contained, does hereby grant to the said Grantee, the permanent right to lay,  
maintain, operate, relay and remove a pipe line for the transportation of Gas, with  
right of ingress and egress to and from the same, on, over and through certain lands  
situated in the County of Kingfisher, State of Oklahoma, described as follows, to-wit:

The SW/4 of NW/4 Sec. 25 Twp 15 North Range 5 West.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the  
easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its pipe so that the same will not inter-  
fere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line.
4. That the Grantee shall pay all damages to fences, crops and premises, which may be  
suffered by reason of laying, relaying, maintaining, operating, or removing said line of  
pipe. If not mutually agreed upon, said damages are to be ascertained and determined  
by three disinterested persons, one thereof to be appointed by the owner of the premises,  
one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two  
of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs,  
executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their  
seals, this 25 day of May, 1960

WALTER L. COLLETT  
Attorney Fact for Annie A. Collett.

Date of Acknowledgment: May 25, 1960  
Before Whom Acknowledged: L. D. Leach, Notary Public, \_\_\_\_\_ County, Oklahoma.  
My commission Expires: 10 Sept. 1963. (SEAL)

State of Oklahoma, Kingfisher County, ss.  
Filed for record July 8, 1960 at 8:30 A.M. and recorded in Book 196 Page 127.  
Fee \$1.50 BEULAH MAASS, County Clerk  
By EMMA KARRENBROCK, Deputy (SEAL)

- (1) Walter Lee Collett; John Riley Collett;  
Beulah Pearl Triplett; Emily Opal Richards;
- (2) George W. Collett, Jr. and  
Annie A. Collett - Life-Estate;  
Nellie Hannah Catron;
- (3) Melvin Allen Collett;
- (4) Mamie Irene Martin

GRANTORS

RIGHT OF WAY AGREEMENT  
Dated: February 26, 1968  
Recorded: March 26, 1968 9:16 A.M.  
Book 351 Page 37

TO

OKLAHOMA NATURAL GAS COMPANY

Consideration: \$1.00 & O V C

Date of Acknowledgment: (1) Feb. 26, 1968 (2) Feb. 29, 1968 (3) Mar 7, 1968  
(4) Mar. 15, 1968

Before Whom Acknowledged: (1) W. H. Ryal, Notary Public, Kingfisher County, Oklahoma  
(2) Dean L. Bacon, Notary Public, McPherson County, Kansas.  
(3) Helen Dutrow, Notary Public --- County, Colorado  
(4) Larry Meyers, Notary Public, Haskell County, Kansas.

Commission Expires: (1) Nov. 8, 1971 (SEAL) (2) 2-16-69 (SEAL)  
(3) July 26, 1971 (SEAL) (4) 2-8-71 (SEAL)

GRANTS:

A permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Kingfisher, State of Oklahoma, and more particularly described as follows, to-wit:

NW/4 Section 25- Township 15 North, Range 5 West.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING: DEPUTY

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe <sup>48</sup> inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

Body of instrument recites: George William Collett, Jr.  
Signed: George W. Collett, Jr.  
Acknowledgment recites: George W. Collett

(1)

W. L. Collett, as Attorney in Fact for  
Annie Collett; Walter Lee Collett;  
Etta Collett; Beulah Pearl Triplett;  
Emily Opal Richards; John Riley Collett;

(2)

George W. Collett and Nellie Hannah Catron  
GRANTORS

TO

CITIES SERVICE GAS COMPANY GRANTEE

EASEMENT

Dated: February 26, 1970

Recorded: April 27, 1970 at 11:27 A.M.

Book 407 Page 290

Consideration: \$492.00

Date of Acknowledgments: (1) March 10, 1970 (2) March 21, 1970  
Before Whom Acknowledged: (1) Elbert S. Stoner, Notary Public, Kingfisher Co. Okla.  
(2) Glen Bacon, Notary Public, McPherson County, Kansas.  
Commission Expires: (1) May 17, 1970 (SEAL) (2) 4-9-70 (SEAL)

GRANT AND CONVEY and WARRANT to CITIES SERVICE GAS COMPANY,

its successors and assigns, a Right of Way to construct, operate, maintain, inspect, repair, alter, replace and remove a pipe line, ~~xxxxxx~~ for the transportation of gas, oil, petroleum, water and other substances, and such drips, valves, fittings, meters, rectifiers, ground beds and other equipment and appurtenances as may be necessary or convenient for such operation, over and through the following real estate in Kingfisher

County, State of Oklahoma, to-wit:

NW/4 Section 25 and SE/4 Section 23, all in township 8 15 North,

Range 5 West STATE OF OKLAHOMA

As part of the consideration hereof, Grantee agrees, upon Grantor's written request therefor, to make a tap upon its gas pipe line constructed hereunder at a point nearest the principal dwelling house now on said land, and sell, or cause to be sold, to Grantor at said connection natural gas for domestic purposes in the principal dwelling house now on said land under and subject to such Seller's rules and regulations now and from time to time hereafter governing such sales, at the price from time to time charged domestic consumers of natural gas from this or Seller's pipe line and continue to so sell, or cause to be sold, such gas as long as Grantee transports gas through said pipe line, all subject to governmental restrictions upon the sale, delivery and use of natural gas.

~~xxxxxx~~ together with the right of ingress and egress at convenient points for such purposes, together with all rights necessary for the convenient enjoyment of the privileges herein granted. To have and to hold the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any pipeline or appurtenance thereto installed hereunder is used or remains thereon.

Grantee shall ~~xxxxxx~~ and pay reasonable damages to growing crops, fences and other improvements occasioned in laying, repairing or removing all lines, drips, valves, fittings, meters, rectifiers, ground beds and other equipment and appurtenances.

RESOLUTION BY COUNTY COMMISSIONERS GRANTING RIGHT TO CONSERVANCY DISTRICT TO INUNDATE PORTION OF COUNTY ROAD

Now, on this 24 day of August, 1970, the Board of County Commissioners of KINGFISHER County, Oklahoma, being present in regular session (XXXXXX) considered the proposal of the COTTONWOOD CREEK Conservancy District of KINGFISHER County, wherein the said Conservancy District proposed that the Board of County Commissioners cooperate with the District in certain grants and performances as set out in the resolution hereinafter set forth.

After considering the benefits of the flood prevention operations in said proposal which will accrue and benefit said District, and Kingfisher County, and the flood prevention protection to the public in the community, it was regularly moved and seconded that said resolution be adopted. Said motion was put to a vote and carried unanimously, and the Chairman of the Board of County Commissioners was directed to sign the same and the County Clerk was directed to put his seal thereon and spread same of record; said resolution being as follows, to-wit:

RESOLUTION

STATE OF OKLAHOMA KINGFISHER COUNTY RECORDED OR FILED

WHEREAS, the Cottonwood Creek Conservancy District in Kingfisher County, Oklahoma, proposes: TO THE BOARD OF COUNTY COMMISSIONERS OF Kingfisher COUNTY, OKLAHOMA

1970 AUG 24 PH 3:08

BOOK 415 PAGE 324 JON A. WASHBURN, CO. CLK.

BY Jon A. Washburn

Greetings:

In consideration of the benefits of the Flood Prevention operations of the Cottonwood Creek Conservancy District in Kingfisher County, which will accrue as flood waters are controlled with a water retarding structure to be installed by said Conservancy District, IT IS PROPOSED THAT the Board of County Commissioners cooperate with the said Conservancy District by the following grants and performances:

(1) Grant to the Cottonwood Creek Conservancy District, the right to inundate a section of county highway described as follows: Description:

North/South road between sections 25 & 26-T. 15N-R. 5W

and

East/West road between sections 35 & 26-T. 15N-R. 5W

between sections 36 & 25-T. 15N-R. 5W

All above flood prevention site #20 of the Cottonwood Creek Watershed

The Board of County Commissioners of Kingfisher County agrees: (1) to close the affected north/south road between sections 25 & 26-T. 15N-R. 5W

(2) Make necessary fills etc. to maintain transportation on the affected east/west road at the intersection where sections 25, 26, 35 & 36-T.15N-R.5W meet

(2) The Cottonwood Creek Conservancy District, with the assistance of the Kingfisher County Soil and Water Conservation District agrees to make necessary surveys and give other technical assistance as needed.

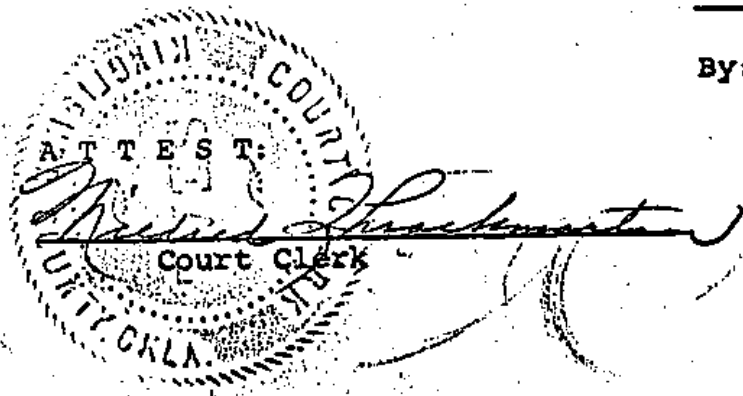
BOARD OF COUNTY COMMISSIONERS OF

KINGFISHER

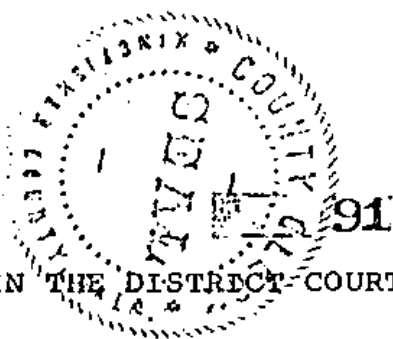
COUNTY

By: Floyd Reed

Chairman



STATE OF OKLAHOMA  
KINGFISHER COUNTY



JAN 7 11 19 AM '74  
488 PAGE 142

*Caroleth Meyer*

IN THE DISTRICT COURT WITHIN AND

KINGFISHER COUNTY  
STATE OF OKLAHOMA

Kingfisher County, Oklahoma  
**FILED**

AUG 30 1973

GLADYS RIVERS, CT. CLERK  
BY *[Signature]* DEPUTY

ONG WESTERN, INC., a corporation,  
Plaintiff,

vs.

No. C-73-112

HERMAN R. KENNARD, BEULAH OZELL  
KENNARD, JOHN RECTOR and HELEN  
RECTOR,

Defendants.

REPORT OF COMMISSIONERS

We, the undersigned commissioners appointed as such in the above-styled and numbered cause, do hereby submit this, our report, as directed in said order of appointment.

On the 17th day of August, 1973, we took the oath and proceeded to view the property described in Exhibit A, a copy of which is attached hereto and by this reference herein incorporated.

We further report in accordance with said order of appointment that it is necessary for the plaintiff to locate and install a 30-inch pipeline across the lands and to obtain a permanent easement 50 feet in width for a distance of 161 rods and a temporary easement 8 feet in width along both sides of the above-described permanent easement, for the construction and operation of said pipeline to be used for the transmission of natural gas; that we have considered the injury and damage which the defendants as the owners of an interest in such lands will sustain by reason of the laying, maintaining, operating and removing of such pipeline across and upon said property at the location shown on the plat attached to the original petition, and we hereby fix the amount of damages due the defendants as the owners thereof

by reason of the taking by plaintiff of said temporary and permanent easements for the proposed pipeline thereon, in the amount of \$ 45.30<sup>00</sup>.

IN WITNESS WHEREOF, we have hereunto set our hands on this 30 day of Aug, 1973.

COMMISSIONERS' FEES:

\$ 30.00

[Signature]

\$ 30.00

[Signature]

\$ 30.00

[Signature]

Commissioners

The Northwest Quarter (NW/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Five (5) West, Kingfisher County, Oklahoma.

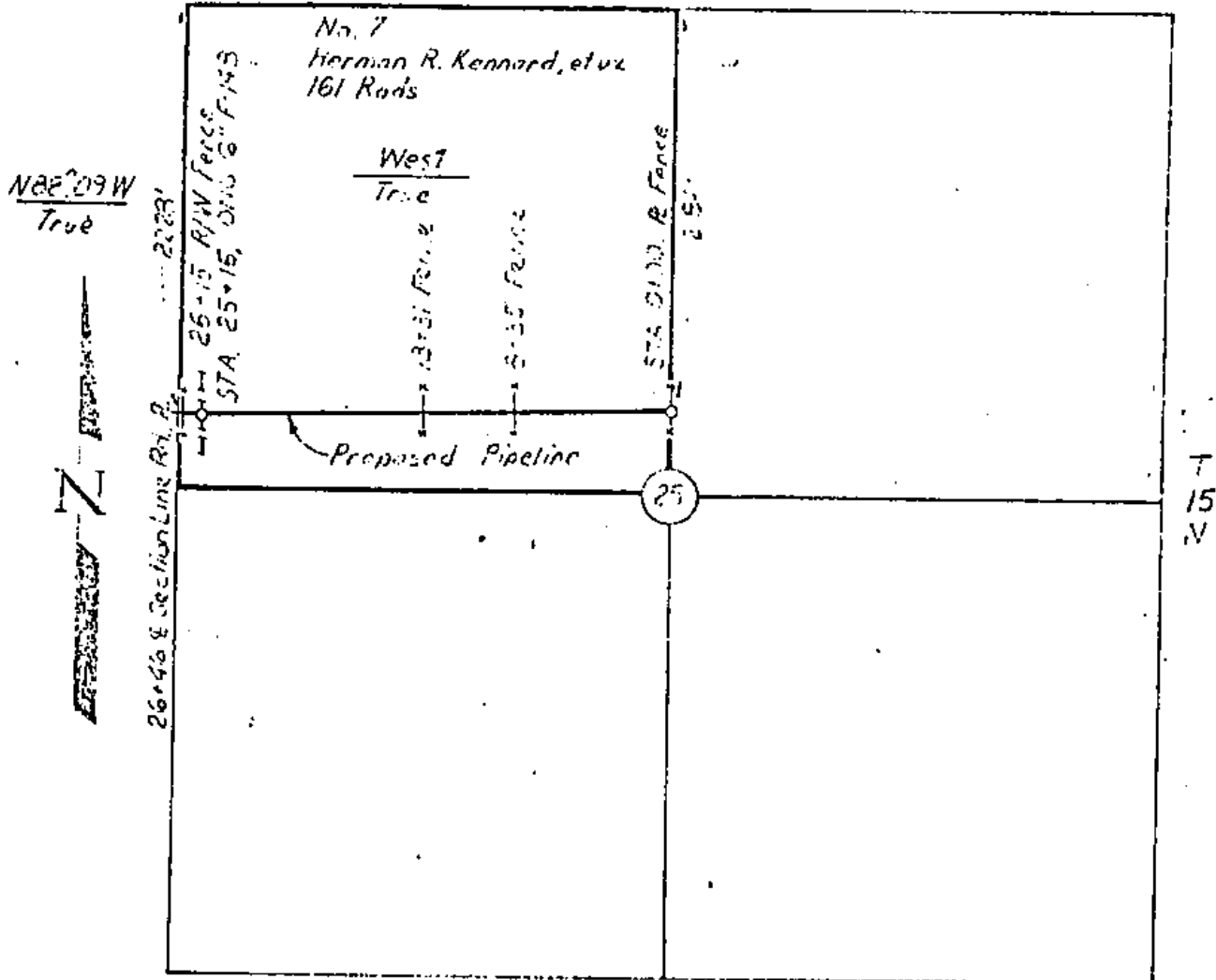
CERTIFICATE

I, Gladys E. Viers, Clerk, in and for Kingfisher County, Oklahoma, do hereby certify that the above and foregoing is a true and correct copy of the original deed now on file and of record in my office at Kingfisher, Oklahoma. In testimony whereof I have hereunto set my hand and official seal on this 30 day of Aug, 1973.

By [Signature]  
GLADYS E. VIERS, Clerk  
Deputy



R 5 W



SCALE: 1" = 400'

Location of proposed 30-inch gas pipeline in the NW/4 of Section 25, T15N, R5W, Kingfisher County, Oklahoma, the centerline of which is more particularly described as follows:

Beginning at a point 2,186 feet south of the NE/corner of the NW/4 of Section 25, T15N, R5W; thence west a distance of 2,515 feet; thence N88° 09'W a distance of 131 feet to a point 2,228 feet south of the NW/corner of the NW/4 of said Section 25.

PREPARED FOR CNG WESTERN, INC.

WILLIAMS BROTHERS ENGINEERING COMPANY

A Resource Sciences company

TULSA, OKLAHOMA

PROPOSED 30" GAS PIPELINE CROSSING PROPERTY OF HERMAN R. KENNARD, et ux

Dwn	3 M	Date	6-15-73	Chd	RGM.	App	EC
Job	2079	Draw No	M-CP-35				Rev.

EXHIBIT B



IN THE DISTRICT COURT WITHIN AND FOR KINGFISHER COUNTY  
STATE OF OKLAHOMA

ONG WESTERN, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. C-73-112
	)	
HERMAN R. KENNARD, BEULAH OZELL	)	
KENNARD, JOHN RECTOR and HELEN	)	
RECTOR,	)	
	)	
Defendants.	)	

FINAL ORDER

Now on this 11<sup>th</sup> day of February, 1974, the court having reviewed the files and records in this cause and proceeding and having fully advised itself, upon consideration finds:

1. That the filing of the condemnation action and the appointment of commissioners and the oath of the commissioners and their subsequent report are regular in all respects and their report should be confirmed.
2. That the plaintiff paid in the sum required by the report of said commissioners, together with the proper fees for the said commissioners and costs of this action.
3. That the plaintiff is vested with the power of eminent domain and has exercised said power, and having paid into the clerk of this court the heretofore said sum, was entitled to take and acquire the easement described in said report across said property.
4. That the plaintiff filed a written demand for jury on the 29th day of October, 1973, and that plaintiff, with the consent of the defendant, filed a written withdrawal of demand for jury on the 11<sup>th</sup> day of February, 1974, and that, therefore, the plaintiff no longer demands a jury trial.
5. That the defendants did not file a written demand for jury, and further that defendants consented to the plaintiff's withdrawal of demand for jury and that therefore, the defendants do not demand a jury trial.

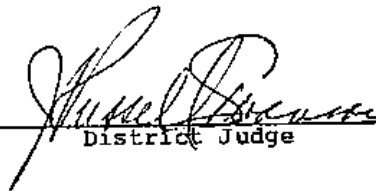
7. That the plaintiff and defendants have entered into a settlement agreement compensating defendants for all damages resulting from the taking of the easement described in the petition and report of commissioners filed herein, which settlement has been referred to the court, further based upon such settlement the clerk of the court should be directed to pay the commissioner's award in the amount of \$4,830.00 to plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the report of commissioners be confirmed, and further that the plaintiff, under its power of eminent domain, was entitled to and has thereunder taken and acquired said easement across said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the settlement agreement entered into by the plaintiff and defendants should be and is hereby confirmed and further the clerk of the court is directed to pay the commissioner's award in the amount of \$4,830.00 to the plaintiff.

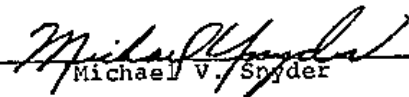
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the damages resulting from the taking of the easement should be and are hereby apportioned 20% to the crops growing on the subject property and 80% to the real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that all costs of this proceeding be and the same are taxed against the plaintiff.


  
District Judge

APPROVED AS TO FORM:

HUFFMAN, ARRINGTON, SCHEURICH & KIHLE

By   
Michael V. Snyder  
Attorneys for Plaintiff

MILLER, BROCKETT AND GRANGER

By   
B. J. Brockett  
Attorneys for Defendants

Kingfisher County, Oklahoma  
**FILED**  
FEB 11 1974

GLADYS RIVERS, CT. CLERK  
BY   
DEPUTY

BOOK PAGE 3929  
2103 064 RIGHT-OF-WAY EASEMENT

CONTINENTAL LAND RESOURCES, LLC  
P. O. BOX 2170  
EDMOND, OKLAHOMA 73082

STATE OF OKLAHOMA  
KINGFISHER COUNTY  
RECORDED OR FILED

2008 SEP 11 P 12: 21

BR 2103 PAGE 64  
JUDY GRELLNER  
COUNTY CLERK

BY JW DEPUTY



STATE OF OKLAHOMA )  
COUNTY OF KINGFISHER )

KNOW ALL MEN BY THESE PRESENTS:

That, Herman R. Kennard Living Trust, whose address is 7401 N Council Rd, Oklahoma City, OK 73132 the undersigned, hereinafter referred to as Grantor, for and in consideration Ten Dollars & 00/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Avalon Exploration, Inc., whose address is 100 W. 5<sup>th</sup> St. Ste 612, Tulsa, Oklahoma 74103, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns a right-of-way and easement, fifty (50) feet in width to construct and Twenty Five (25) feet in width, to maintain and operate a utility line(s) and appurtenances thereto; (said utility line(s) and appurtenances being hereinafter sometimes collectively called the "facilities") over and through the following described property lying and being situated in Kingfisher County, State of Oklahoma, to wit:

W/2 of Section 25, Township 15 North, Range 05 West  
See Attached Exhibit "A"

The said facilities are to be constructed approximately along the line designated by a survey, hereby attached as Exhibit "A" and made a part hereto, under, through and over the property herein before described; and this grant shall carry with it the right of ingress and egress to and from said land with the right to use existing roads for the purpose of constructing, inspecting, repairing and maintaining said facilities and the right of removal; or replacement of the same. Further, grantee shall have the right to construct a wire gap, or install a gate, aluminum or otherwise, and erect necessary braces in each wire fence traversed on the property.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and shall upon permanent abandonment of said right-of-way, execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein granted shall be fully canceled and terminated.

This agreement is effective upon execution by Grantor and shall remain in full force and effect until such time as Grantee permanently abandons the right-of-way herein described also at which time Right of Way shall revert back to landowner.

Upon permanent abandonment, or at such time as Grantee deems appropriate, Grantor may, but shall not be obligated to, remove the facilities constructed on said right-of-way.

The Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder, and no building, reservoir, or permanent structure shall be constructed upon the rights-of-way or easements herein granted.

The Grantor shall have the right to develop the property adjacent to this Right-of-Way for residential purposes and Grantor and its assigns shall have the right to drive across the Right-of-Way at any and all places. However, Grantor and assigns shall not construct or permit to be constructed buildings or other obstructions over said utility line(s) and Grantor and assigns shall not construct paved roads or streets directly over said utility line(s). Grantor and assigns shall have the right to construct streets and driveways at intermittent intervals crossing said utility line(s).

52403 Deed - P.O. #17  
55917 Deed - P.O. #21

Grantee makes no representations, warranties, covenants or agreements either written or oral except those expressed herein, and no contractor, representative or agent is authorized to make any such agreements or modifications to the terms of this easement.

BOOK PAGE  
2103 065

WITNESS THE EXECUTION HEREOF the 30<sup>th</sup> day of March 2006.

X Herman Kennard  
Herman R. Kennard, Trustee

SS #: \_\_\_\_\_

SS #: \_\_\_\_\_

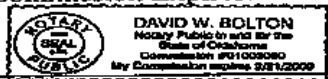
**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA )

COUNTY OF Oklahoma )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30<sup>th</sup> day of March 2006, personally appeared Herman R. Kennard, Trustee 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, in the capacity stated therein.

My Commission Expires:



[Signature]  
Notary Public

**JOINT ACKNOWLEDGMENT**

State of OKLAHOMA )

County of \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ 2006, personally appeared \_\_\_\_\_ and \_\_\_\_\_, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

\_\_\_\_\_

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

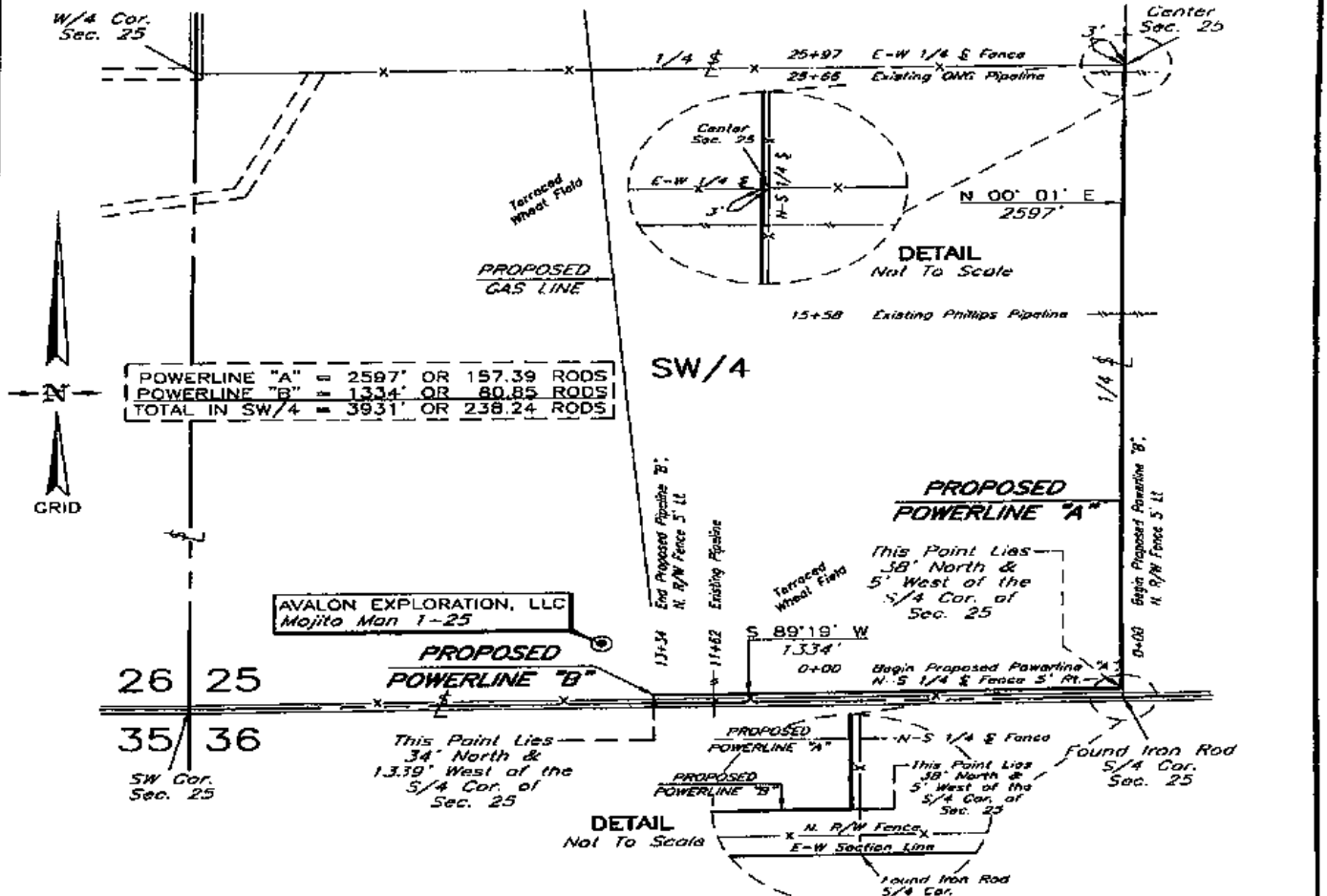
BOOK  
2103

PAGE  
066

NOTE:  
The lines and footages shown on this plat are from lines of occupation from a survey made on-the-ground and/or bearings and distances from the General Land Office Plat of the area shown and may not be the actual property corners. This plat DOES NOT represent a true boundary survey.

Exhibit A-Page 1 of 3

T 15 N - R 5 W



POWERLINE "A"	= 2597'	OR	157.39	RODS
POWERLINE "B"	= 1334'	OR	80.85	RODS
TOTAL IN SW/4	= 3931'	OR	238.24	RODS

AVALON EXPLORATION, LLC  
Mojito Man 1-25

**CENTERLINE DESCRIPTION: (PROPOSED POWERLINE "A")**  
Beginning at a point 38 feet North and 5 feet West of the South Quarter Corner of Section 25, T15N-R5W, Kingfisher County, Oklahoma;  
Thence N 00° 01' E a distance of 2597 feet to and ending at a point 3 feet West of the Center of said Section 25.

**CENTERLINE DESCRIPTION: (PROPOSED POWERLINE "B")**  
Beginning at a point 38 feet North and 5 feet West of the South Quarter Corner of Section 25, T15N-R5W, Kingfisher County, Oklahoma;  
Thence S 89°19' W a distance of 1334 feet to and ending at a point 34 feet North and 1339 feet West of the South Quarter Corner of said Section 25.

**SURVEYOR'S CERTIFICATE:**  
I, Virgil R. Rogers, Oklahoma Registered Professional Land Surveyor No. 569, do hereby certify that this plat represents the results of a survey made on-the-ground.

*Virgil R. Rogers*  
Virgil R. Rogers, R.P.L.S. No. 569

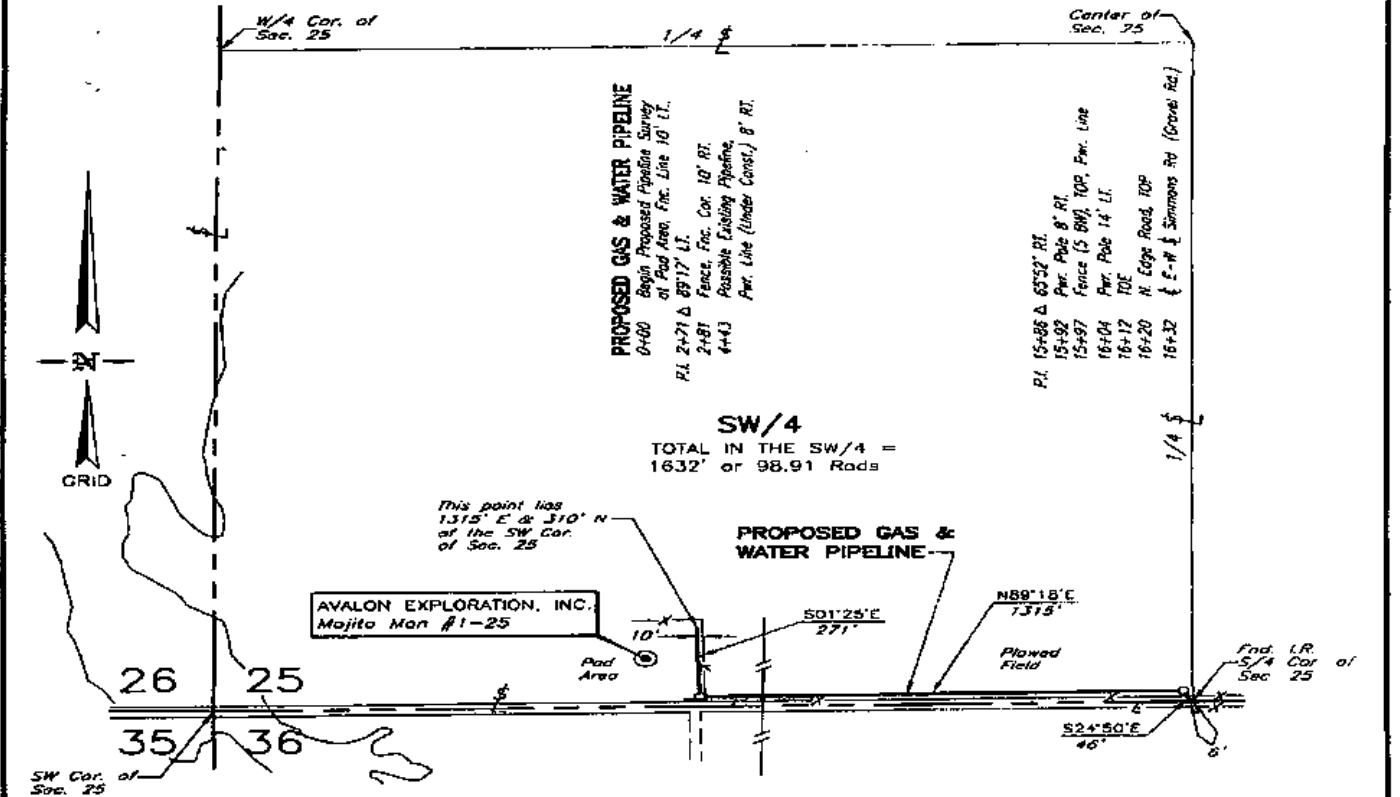


<b>AVALON EXPLORATION, LLC</b> TULSA, OKLAHOMA SURVEYING AND MAPPING BY <b>TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA</b> 5709 N. Classen, Okla. City, OK 73118 (405) 843-4847 Certificate of Authorization No. 1293, Exp. June 30, 2007				SCALE:	1" = 500'
				DATE:	5/2/06
NO.	REVISION	DATE	BY	FILE:	F205383.DWG
SURVEY BY:	JF	4/21/06		DRAWING NUMBER:	101239-E2-053-B1
DRAWN BY:	CB			SHEET	1 OF 2
APPROVED BY:	VRR				

T 15 N - R 5 W

BOOK  
2103

PAGE  
067



SW/4  
TOTAL IN THE SW/4 =  
1632' or 98.91 Rads

AVALON EXPLORATION, INC.  
Majita Mon #1-25

This point lies  
1315' E & 310' N  
of the SW Cor.  
of Sec. 25

**PROPOSED GAS & WATER PIPELINE**  
0+00 Begin Proposed Pipeline Survey at Pad Area, Fnc. Line 10' LI.  
RI 2+71 Δ 89°17' LI.  
2+81 Fence, Fnc. Cor. 10' RI.  
4+43 Possible Existing Pipeline, Fnc. Line (Under Const.) 8' RI.

Center of Sec. 25  
1/4 §  
RI 15+88 Δ 65°32' RI.  
15+92 Fnc. Pole 8' RI.  
15+97 Fence (S 8W), TOP, Fnc. Line  
16+04 Fnc. Pole 14' LI.  
16+17 TDE  
16+20 N Edge Road, TOP  
16+32 E-W § Simmons Rd (Drain Rd.)

NOTE:  
The lines and footages shown on this plat are from lines of occupation from a survey made on-the-ground and/or bearings and distances from the General Land Office Plat of the area shown and may not be the actual property corners. This plat DOES NOT represent a true boundary survey.

**CENTERLINE DESCRIPTION: (PROPOSED GAS & WATER PIPELINE)**  
Beginning at a point 1315 feet East and 310 feet North of the Southwest Corner of Section 25-T15N-R5W, Kingfisher County, Oklahoma:  
Thence S 01° 25' E a distance of 271 feet;  
Thence N 89° 18' E a distance of 1315 feet;  
Thence S 24° 50' E a distance of 46 feet to and ending at a point 6 feet West of the South Quarter Corner of said Section 25.

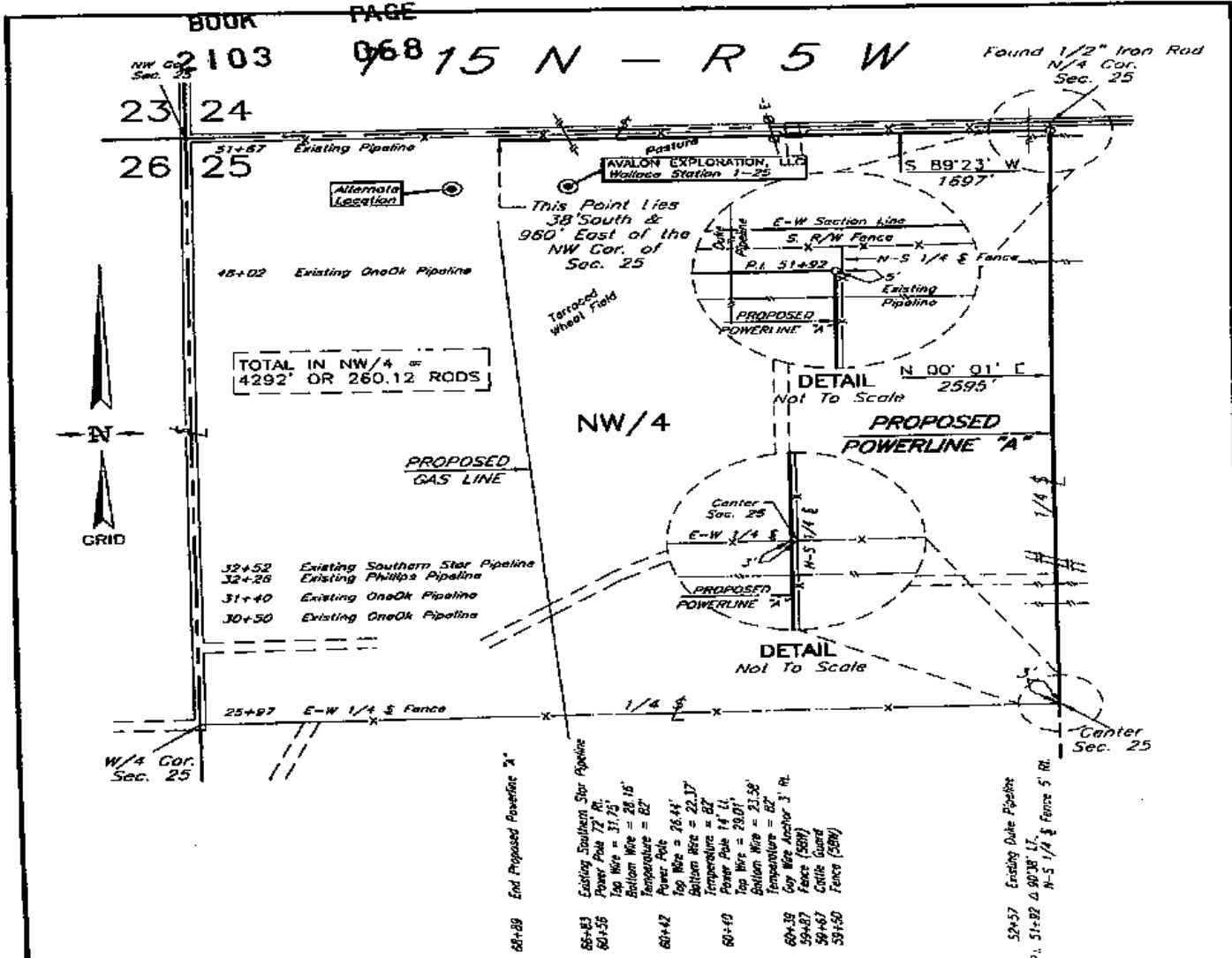
**SURVEYOR'S CERTIFICATE:**  
I, Virgil R. Rogers, Oklahoma Registered Professional Land Surveyor, No. 569, do hereby certify that this plat represents the results of a survey made on-the-ground.  
*Virgil R. Rogers*  
Virgil R. Rogers, R.P.L.S. No. 569



				<b>AVALON EXPLORATION, LLC</b>		SCALE: 1" = 500'	
				TULSA, OKLAHOMA		DATE: 8/14/2006	
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY		FILE: G2063B1.dwg	
SURVEY BY: JF 8/8/06				TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA		DRAWING NUMBER:	
DRAWN BY: CC				6709 N. Classen, Okla. City, OK. 73115 (405) 843-4847		101239-G2-063-B1	
APPROVED BY: VR				Certificate of Authorization No. 1293, Exp. June 30, 2007		SHEET 1 OF 6	

NOTE  
 The lines and features shown on this plat are from lines of occupation from a survey made on-the-ground and/or bearings and distances from the General Land Office Plat of the area shown and may not be the actual property corners. This plat DOES NOT represent a true boundary survey.

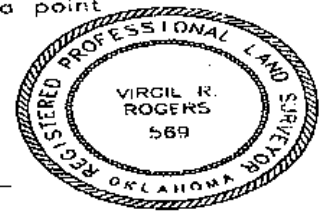
Exhibit A-Page 2 of 3



**CENTERLINE DESCRIPTION: (PROPOSED POWERLINE "A")**  
 Beginning at a point 3 feet West of the Center of Section 25, 115N-R5W, Kingfisher County, Oklahoma;  
 Thence N 00°01' E a distance of 2595 feet;  
 Thence S 89°23' W a distance of 1697 feet to and ending at a point 38 feet South and 960 feet East of the Northwest Corner of said Section 25.

**SURVEYOR'S CERTIFICATE:**  
 I, Virgil R. Rogers, Oklahoma Registered Professional Land Surveyor No. 569, do hereby certify that this plat represents the results of a survey made on-the-ground.

*Virgil R. Rogers*  
 Virgil R. Rogers, K.P.L.S. No. 569



NO.	REVISION	DATE	BY
	JF	4/21/06	
DRAWN BY: CB			
APPROVED BY: VRR			

**AVALON EXPLORATION, LLC**  
 TULSA, OKLAHOMA  
 SURVEYING AND MAPPING BY  
**TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA**  
 6709 N. Classen, Okla. City, OK. 73116 (405) 843-4847  
 Certificate of Authorization No. 1293, Exp. June 30, 2007

SCALE:	1" = 500'
DATE:	5/2/06
FILE:	E2053B2.DWG
DRAWING NUMBER:	101239-E2-053-B2
SHEET	2 OF 2

CONTINENTAL LAND RESOURCES  
L.P. 001 017  
19-

**3930**  
**PIPELINE RIGHT-OF-WAY EASEMENT**

STATE OF OKLAHOMA )  
COUNTY OF Kingfisher )

BOOK      PAGE  
2103      069

**KNOW ALL MEN BY THESE PRESENTS:**

That Herman R. Kennard Living Trust, whose address is 7401 N Council Rd, Oklahoma City OK 73132, the undersigned, hereinafter referred to as Grantor, for and in consideration of ten & 00/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by Avalon Exploration, Inc., whose address is 6120 South Yale, Suite 1200, Tulsa, Oklahoma 74136, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns a right-of-way and easement, fifty (50) feet in width to construct and Thirty (30) feet in width, to maintain and operate pipeline(s) and appurtenances thereto; (said pipeline(s) and appurtenances being hereinafter sometimes collectively called the "facilities") over and through the following described property lying and being situated in Kingfisher County, State of Oklahoma, to wit:

W/2 of Section 25, Township 15 North, Range 05 West  
See Attached Exhibit "A"

The said facilities are to be constructed approximately along the line designated by a survey, hereby attached as Exhibit "A" and made a part hereto, under, through and over the property hereinbefore described; and this grant shall carry with it the right of ingress and egress to and from said land with the right to use existing roads for the purpose of constructing, inspecting, repairing and maintaining said facilities and the right of removal; or replacement of the same with same size pipe. Further, grantee shall have the right to construct a wire gap, or install a gate, aluminum or otherwise, and erect necessary braces in each wire fence traversed on the property.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and shall upon permanent abandonment of said right-of-way, execute and record a conveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein granted shall be fully canceled and terminated.

This agreement is effective upon execution by Grantor and shall remain in full force and effect until such time as Grantee permanently abandons the right-of-way herein described also at which time Right of Way shall revert back to landowner.

Upon permanent abandonment, or at such time as Grantee deems appropriate, Grantee may, but shall not be obligated to, remove the facilities constructed on said right-of-way.

The Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder, and no building, reservoir, or structure shall be constructed upon the rights-of-way or easements herein granted.

53741 - L&L - PO - \$17. +  
55941 - W&L - R.O. - \$2. +



STATE OF OKLAHOMA  
KINGFISHER COUNTY  
RECORDED OR FILED

2006 SEP 11 P 12: 22  
2103 PAGE 69  
JUDY GRELLNER  
COUNTY CLERK  
BY JW DEPUTY



BOOK PAGE  
2103 070

Grantee shall pay all damages to crops, livestock and fences, which may arise, directly from construction, maintenance and operation of said facilities. It is mutually understood and agreed that in the event any dispute arises relative to the amount of damages suffered, which are caused by the exercise of the rights granted, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, or by the person or persons claiming an interest in the land derived from Grantor, one by the Grantee, its successor or assigns, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

The Grantee shall bury all facilities to a minimum depth of thirty-six (36) inches or a sufficient depth so as not to interfere with the cultivation of the soil.

Grantee makes no representations, warranties, covenants or agreements either written or oral except those expressed herein, and no contractor, representative or agent is authorized to make any such agreements or modifications to the terms of this easement.

WITNESS THE EXECUTION HEREOF the 30<sup>th</sup> day of March, 2006.

Herman Kennard

Fed I.D. # or SS#: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKlahoma )  
COUNTY OF OKlahoma )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of March, 2006, personally appeared Herman R. Kennard, Trustee, 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, in the capacity stated therein.



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

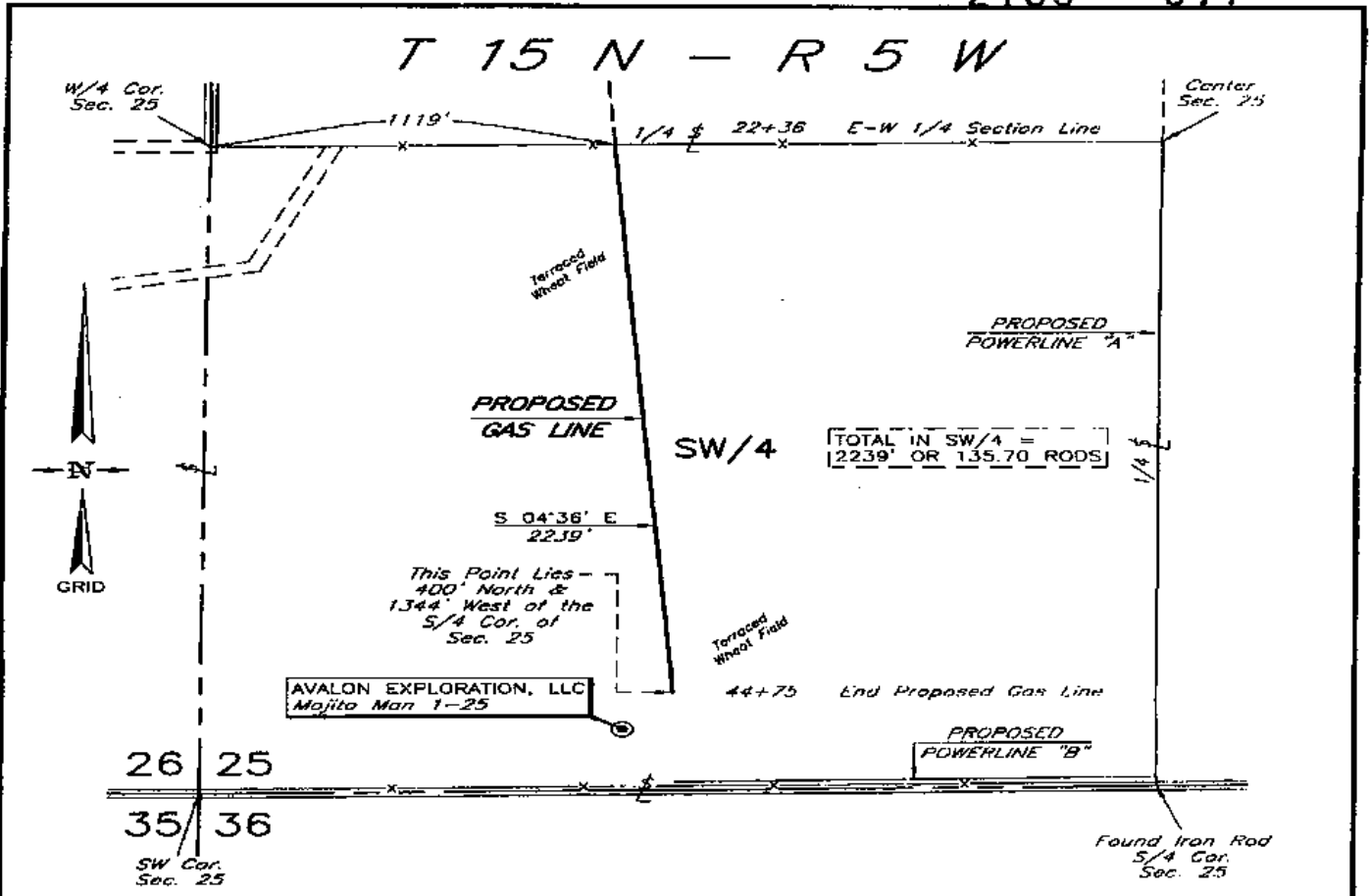
**JOINT ACKNOWLEDGMENT**

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

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of April, 2004, personally appeared \_\_\_\_\_ and \_\_\_\_\_, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:  
\_\_\_\_\_

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



NOTE:  
The lies and footages shown on this plat are from lines of occupation from a survey made on-the-ground and/or bearings and distances from the General Land Office Plat of the area shown and may not be the actual property corners. This plat DOES NOT represent a true boundary survey.

**CENTERLINE DESCRIPTION: (PROPOSED GAS LINE)**

Beginning at a point 1119 feet East of the West Quarter Corner of Section 25, T15N-R5W, Kingfisher County, Oklahoma;

Thence S 04°36' E a distance of 2239 feet to and ending at a point 400 feet North and 1344 feet West of the South Quarter Corner of said Section 25.

**SURVEYOR'S CERTIFICATE:**

I, Virgil R. Rogers, Oklahoma Registered Professional Land Surveyor No. 569, do hereby certify that this plat represents the results of a survey made on-the-ground.

*Virgil R. Rogers*  
Virgil R. Rogers, R.P.L.S. No. 569



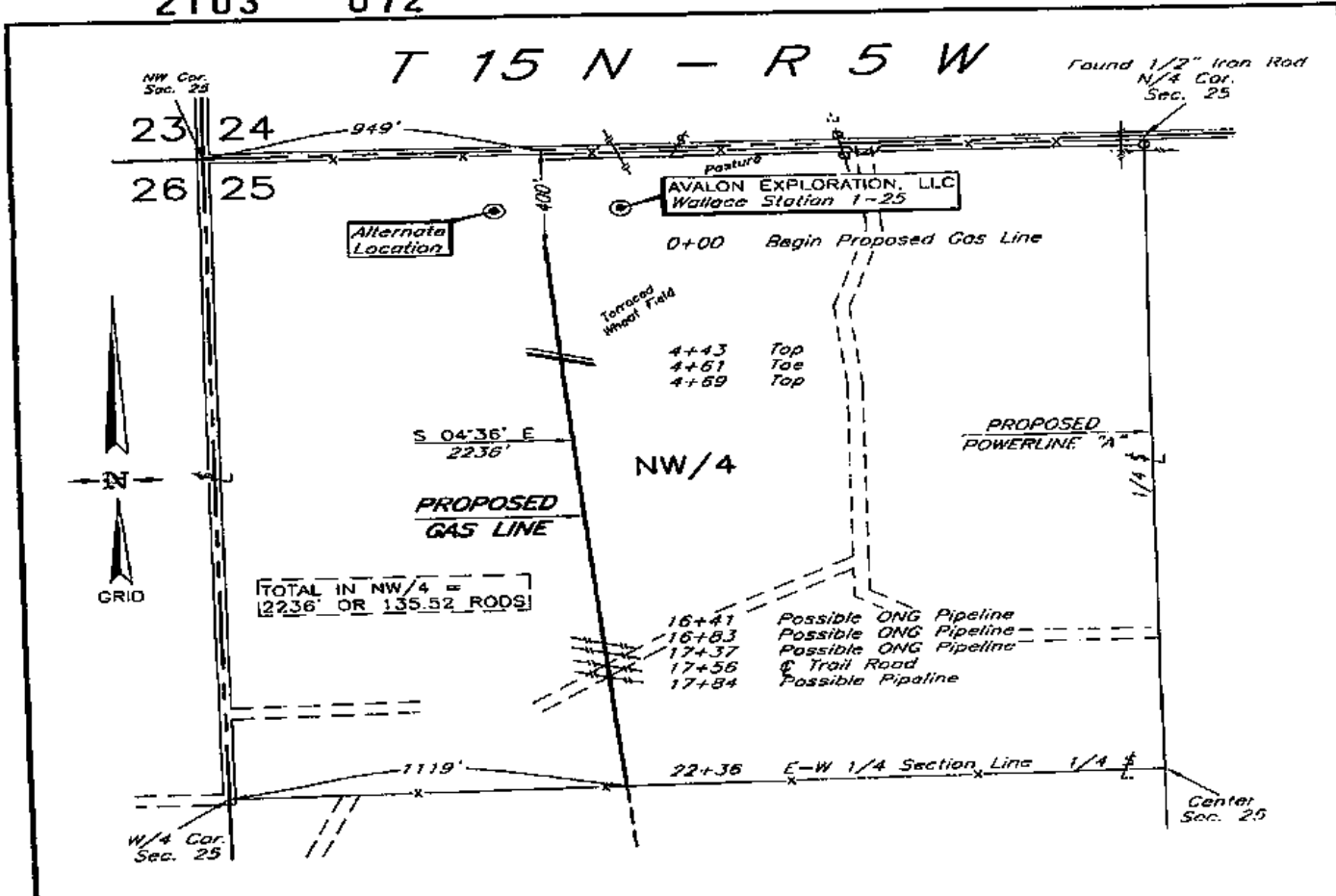
				<b>AVALON EXPLORATION, LLC</b>		SCALE: 1" = 500'
				TULSA, OKLAHOMA		DATE: 5/2/06
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY		FILE: G2053B4.DWG
				<b>TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA</b>		DRAWING NUMBER:
SURVEY BY: JF 4/21/06				6709 N. Glasson, Okla. City, OK 73116 (405) 843-4847		101239-G2-053-B4
DRAWN BY: CB				Certificate of Authorization No. 1293, Exp. June 30, 2007		SHEET 2 OF 2
APPROVED BY: VRR						

BOOK  
2103

PAGE  
072

EXHIBIT A - PAGE 2 OF 2

T 15 N - R 5 W



TOTAL IN NW/4 =  
2236' OR 135.52 RODS

NOTE:  
The ties and footages shown on this plot are from lines of occupation from a survey made on-the-ground and/or bearings and distances from the General Land Office Plot of the area shown and may not be the actual property corners. This plot DOES NOT represent a true boundary survey

**CENTERLINE DESCRIPTION: (PROPOSED GAS LINE)**  
Beginning at a point 400 feet South and 949 feet East of the Northwest Corner of Section 25, T15N-R5W, Kingfisher County, Oklahoma.  
Thence S 04°36' E a distance of 2236 feet to and ending at a point 1119 feet East of the West Quarter Corner of said Section 25.

**SURVEYOR'S CERTIFICATE:**  
I, Virgil R. Rogers, Oklahoma Registered Professional Land Surveyor No. 569, do hereby certify that this plat represents the results of a survey made on-the-ground.



*Virgil R. Rogers*  
Virgil R. Rogers, R.P.L.S. No. 569

<b>AVALON EXPLORATION, LLC</b> TULSA, OKLAHOMA SURVEYING AND MAPPING BY <b>TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA</b> 6709 N. Classen, Okla. City, Ok. 73116 (405) 843-6847 Certificate of Authorization No. 1293, Exp. June 30, 2007				SCALE: 1" = 500'
				DATE: 5/2/06
NO.	REVISION	DATE	BY	FILE: G2053B3.DWG
SURVEY BY: JF 4/21/06				DRAWING NUMBER: 101239-G2-053-B3
DRAWN BY: CB				SHEET 1 OF 2
APPROVED BY: VRR				

3350

BOOK PAGE PIPELINE RIGHT-OF-WAY EASEMENT  
2162 238  
STATE OF OKLAHOMA )  
COUNTY OF Kingfisher )

STATE OF OKLAHOMA  
KINGFISHER COUNTY  
RECORDED OR FILED

2007 AUG 10 P 12:35  
BK 2162 PAGE 238  
JUDY GRELLNER  
COUNTY CLERK  
BY JW DEPUTY



KNOW ALL MEN BY THESE PRESENTS:

That ~~Herman R.~~ <sup>Herman R. Living</sup> ~~Kennard Living~~ <sup>Trust</sup>, whose address is 7401 North Council Road, Oklahoma City, OK. 73132, the undersigned, hereinafter referred to as Grantor, for and in consideration of ten & 00/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by Superior Pipeline Company, L.L.C., whose address is, 7130 S. Lewis, Ste. 510, Tulsa, OK. 74136, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns a right-of-way and easement, fifty (50) feet in width to construct and Thirty (30) feet in width, to maintain and operate pipeline(s) and appurtenances thereto; (said pipeline(s) and appurtenances being hereinafter sometimes collectively called the "facilities") over and through the following described property lying and being situated in Kingfisher County, State of Oklahoma, to wit:

NW/4 of Section 25, Township 15N, Range 5W  
See Attached Exhibit "A"

The said facilities are to be constructed approximately along the line designated by a survey, hereby attached as Exhibit "A" and made a part hereto, under, through and over the property hereinbefore described; and this grant shall carry with it the right of ingress and egress to and from said land with the right to use existing roads for the purpose of constructing, inspecting, repairing and maintaining said facilities and the right of removal; or replacement of the same with same size pipe. Further, grantee shall not cut fences and/or driveways. *Should Crop And/or Land Damage Occur during Replacement of Line, Grantee shall pay such damages to Remediate to original condition.*

RK  
JB

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and shall upon permanent abandonment of said right-of-way, execute and record a conveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein granted shall be fully canceled and terminated.

This agreement is effective upon execution by Grantor and shall remain in full force and effect until such time as Grantee permanently abandons the right-of-way herein described also at which time Right of Way shall revert back to landowner.

Upon permanent abandonment, or at such time as Grantee deems appropriate, Grantee may, but shall not be obligated to, remove the facilities constructed on said right-of-way.

The Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder, and no building, reservoir, or structure shall be constructed upon the rights-of-way or easements herein granted.

Grantee shall pay all damages to crops, livestock and fences which may arise directly from construction, maintenance and operation of said facilities. It is mutually understood and agreed that in the event any dispute arises relative to the amount of damages suffered, which are caused by the exercise of the rights granted, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, or by the person or persons claiming an interest in the land derived from Grantor, one by the Grantee, its successor or assigns, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

59175 North Cashion - P7118  
0704200 North Cashion - R0-#17

The Grantee shall bury all facilities to a minimum depth of thirty-six (36) inches or a sufficient depth so as not to interfere with the cultivation of the soil.

Grantee makes no representations, warranties, covenants or agreements either written or oral except those expressed herein, and no contractor, representative or agent is authorized to make any such agreements or modifications to the terms of this easement.

WITNESS THE EXECUTION HEREOF the 19 day of July, 2007.

Herman R. Kennard, Jr.  
Herman R. Kennard, Jr., Co-Trustee

Nan Lu Brady  
Nan Lu Brady, Co-Trustee

Jimmie Lea Bolton  
Jimmie Lea Bolton, Co-Trustee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oklahoma

COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19<sup>th</sup> day of July 2007, personally appeared Herman R. Kennard Living Trust by Herman R. Kennard, Jr. Nan Lu Brady, and Jimmie Lea Bolton, Co-Trustees to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, in the capacity stated therein.

My Commission Expires:

11/07/10

Will White  
Notary Public



JOINT ACKNOWLEDGMENT

State of Oklahoma

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

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ 2007, personally appeared \_\_\_\_\_ and \_\_\_\_\_, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

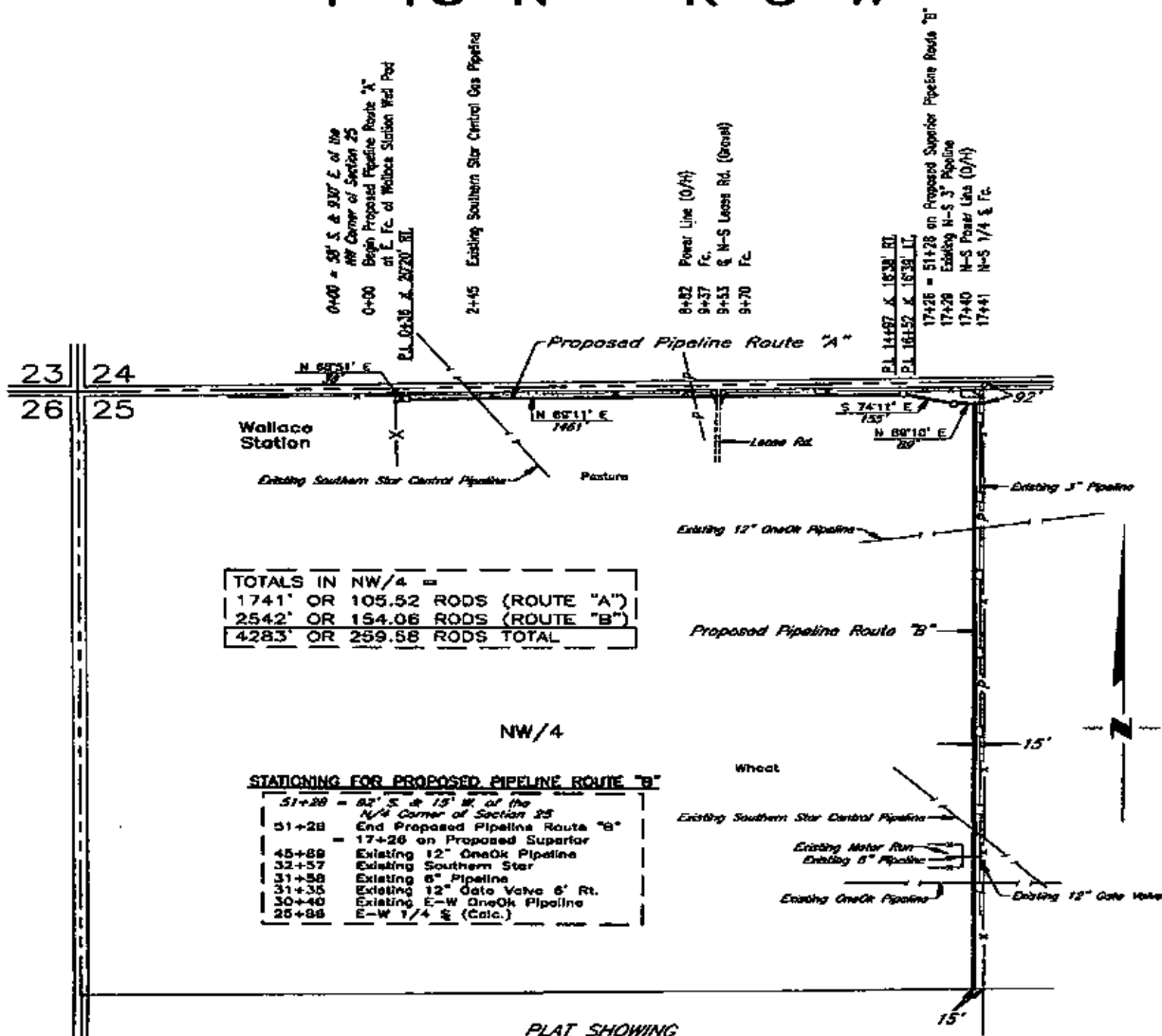
When Recorded Mail To:

Name: Continental Land  
Address: PO Box 2170  
City: Edmond  
State: OK 73003

Notary Public

T 15 N - R 5 W

EXHIBIT "A"



TOTALS IN NW/4 =
1741' OR 105.52 RODS (ROUTE "A")
2542' OR 154.06 RODS (ROUTE "B")
4283' OR 259.58 RODS TOTAL

NW/4

STATIONING FOR PROPOSED PIPELINE ROUTE "B"

51+28	= 82' S. & 13' W. of the NW/4 Corner of Section 25
51+28	= End Proposed Pipeline Route "a"
	= 17+26 on Proposed Superior
45+88	Existing 12" OneOk Pipeline
32+57	Existing Southern Star
31+58	Existing 6" Pipeline
31+35	Existing 12" Gate Valve 6' Rt.
30+40	Existing E-W OneOk Pipeline
25+88	E-W 1/4 & (Calc.)

PLAT SHOWING

PROPOSED PIPELINE ROUTES IN THE  
NW/4 OF SECTION 25, T15N - R5W  
KINGFISHER COUNTY, OKLAHOMA

NOTES:

- This Plat is of (2) Proposed pipeline routes and does not represent a boundary survey. The footages and ties shown are from lines of occupation, not from actual property corners.
- Ownership information not provided by client.
- Ties are Perpendicular to Section Lines.
- Reference Dwg.: Dwg. No. 070202 dated January 12, 2007

NOTE:

This drawing may not depict all utilities. Before digging or excavating please call 1-800-522-6543

				<b>SUPERIOR PIPELINE COMPANY</b>		SCALE: 1"=500'
NO.	REVISION	DATE	BY			DATE: 2-23-07
SURVEYED BY: D.D.				<b>CIMARRON SURVEYING &amp; MAPPING CO.</b>		JOB NO.: 070202
DRAWN BY: RKM				OKLAHOMA CITY, OKLAHOMA		DWG. NO.: 0702.02TR1
APPROVED BY: D.M.D.				(405) 692-7346 C.A. No. 1780 - June 30, 2000 1530 S.W. 89th ST. OKLA. 0-3		AFE. NO:
						SHEET 1 OF 4

004646

**SURFACE AND UNDERGROUND STORAGE EASEMENT  
AND RIGHT OF WAY AGREEMENT**

Ret.)

**THIS AGREEMENT**, made and entered into as of the 7 day of December, 2010, by and between **Jimmie Kennard and Nan Brady**, as joint tenants with right of survivorship, parties of the first part, hereinafter collectively referred to as "Owners," and **ONEOK Gas Storage, L.L.C.**, an Oklahoma limited liability company, party of the second part, whose mailing address is 100 West Fifth Street, Tulsa, Oklahoma 74103, hereinafter referred to as "the Company,"

**WITNESSETH:**

**WHEREAS**, Owners own an interest as joint tenants with right of survivorship and not as tenants in common in the following described property located in the County of Kingfisher, State of Oklahoma, to-wit:

**West Half (W/2) of Section 25, Township 15N, Range 5W, Kingfisher County, State of Oklahoma, containing 320 acres, more or less.**

(the "Property") as well as the following pipelines and surface facilities presently located thereon:

In the Northwest Quarter (NW/4), an area in and around a 16' F216 line (2,640' x 50'), the east measurement facilities with small building (150' x 150' and 50' x 50') with road connecting the two facilities; an area in and around the west measurement facilities (100' x 200'); and ingress and egress via the main road (1,680' x 20'), the East road (900' x 20') and West road (570' x 20') on the above-described property, a total of 240,000 square feet (5.5096 acres), more or less, as more specifically described on the surveys attached hereto as Exhibit "A".

(the "Pipelines and Surface Facilities"); and

**WHEREAS**, the Company operates and maintains an underground natural gas storage facility (the "Storage Facility") under the Property; and

**WHEREAS**, the Company desires to obtain from Owners a perpetual easement to introduce natural or synthetic gas into geological strata underlying the Property for storage purposes and to withdraw such gas from time to time for the exclusive use of the Company, all as more specifically hereinafter set forth; and

**WHEREAS**, the Company, pursuant to an existing lease across the Property, operates and maintains the Pipelines and Surface Facilities on the Property that are necessary for Company's operation and maintenance of its Storage Facility; and

**WHEREAS**, the Company desires to obtain from Owners a perpetual easement to operate and maintain its Pipelines and Surface Facilities for the introduction of natural or synthetic gas into

{S187517;}

BOOK      PAGE  
2375      112

the Storage Facility for storage purposes and to withdraw such gas from time to time for the exclusive use of the Company, all as more specifically hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owners hereby grant, bargain, sell, and convey an exclusive easement in and under the above-described Property (including any reversionary interest) to the Company for the sole purpose of establishing and operating a gas storage reservoir under such property by injecting natural gas, synthetic gas, gaseous vapors, or condensate (all hereinafter referred to as gas), into the geological stratum or strata commonly known as the Red Fork formation (historically referred to as the Bartlesville Sand formation) for as long as such formation is used as a gas storage. The Company shall have the right to store gas in such reservoir and to retain title to gas injected into such storage as its personal property. To the extent that the Owners own any mineral interest underlying the Property, Owners hereby agree that the Red Fork formation (historically referred to as the Bartlesville Sand formation) is depleted of hydrocarbons producible in paying quantities and acknowledge that part of the consideration paid to Owners is payment for any native hydrocarbons remaining in the Red Fork formation (historically referred to as the Bartlesville Sand formation). Owners also agree not to grant the right of underground gas storage in, on, or under the Property to any other party while the easement granted herein remains in effect.

2. Owners do hereby further grant and convey unto Company, its successors, and assigns, an exclusive perpetual easement and right of way (the "Surface Easement and Right of Way") as hereinafter set forth for as long as such easement is used in connection with the Storage Facility, for the purposes of operating, maintaining, protecting, inspecting, repairing, replacing, abandoning-in-place, constructing, reconstructing, renewing, and/or removing the Pipelines and Surface Facilities, together with such valves, fittings, meters, corrosion control devices, wires, cables, markers, and other equipment and appurtenances, above and below ground, as may be necessary for the transportation by pipeline of natural gas, or any of Company's products, or for the protection or maintenance of said Pipelines and Surface Facilities. The Surface Easement and Right of Way is specifically depicted in the surveys attached hereto as Exhibit "A" and incorporated herein by reference.

3. This Agreement conveys no rights to use the surface of the Property other than within the boundaries of the Surface Easement and Right of Way as specifically depicted in the surveys attached hereto as Exhibit "A". This Agreement conveys no rights to drill, or install, any new surface facilities or equipment outside the boundaries of the Surface Easement and Right of Way, including but not limited to new wells, pipelines, facilities, structures, equipment, and appurtenances. In the event the Company desires to install, or drill any new surface facility, wells, equipment, pipelines, structures, and appurtenances outside the boundaries of the Surface Easement and Right of Way, the Company must first obtain the right to do so and pay additional damages to Owners for the installation of such items.

{S187517;}

2



4. Owners shall not build, create, or construct, nor allow to be built, created, or constructed any obstruction including, but not limited to, impounded water, buildings, improvements, or other structures within the said Surface Easement and Right of Way, nor shall Owners place, nor allow to be placed, any debris on or within the Surface Easement and Right of Way, nor change the grade of the surface of the ground within the Surface Easement and Right of Way, nor remove or interfere in any way with any of the Pipelines and Surface Facilities. Company shall have the right to periodically clear and keep the Surface Easement and Right of Way cleared of trees, shrubs, brush, or other debris.

5. Company shall have the exclusive right to use and enjoy that part of the subsurface of the above-described property commonly known as the Red Fork formation (historically referred to as the Bartlesville Sand formation), and Owners agree not to enter into any agreements or execute any instruments allowing the use of such portion of the subsurface for any purpose. If Owners desire to penetrate such portion of the subsurface to reach other portions of the subsurface, or if Owners enter into any agreements or execute any instrument contemplating any such penetration of the subsurface, Owners shall make such provisions as shall adequately ensure that such penetration shall be made only in accordance with the specifications of the Company and rules of the Oklahoma Corporation Commission. Owners shall in addition do such other things as may be necessary to adequately protect the rights granted herein and the property of the Company on and under the above-described Property.

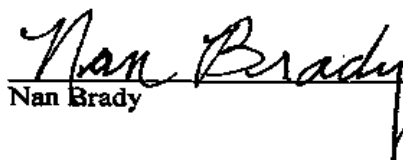
6. Owners warrant and covenant that Owners have full and sufficient right, title, and authority to enter into and execute this Agreement and that there are no claims or encumbrances against Owners' interest in the above-described property, except: recorded items.

7. The Company shall have the right at its option to pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above-described Property; and in the event the Company exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may recover any such sums paid from Owners.

8. The terms, covenants, and conditions hereof shall be binding on the parties hereto, their heirs, successors, and assigns. It is agreed that no agent of the Company has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, this Easement is executed as of the day and year first above written.

  
Jimmie Kennard

  
Nan Brady

{S187517;}

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2375 114

**Acknowledgment**

STATE OF OKLAHOMA )  
COUNTY OF Oklahoma ) §

This instrument was acknowledged before me on the 7 day of December, 2010, by **Nan Brady and Jimmie Kennard**, known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

[Signature]  
NOTARY PUBLIC

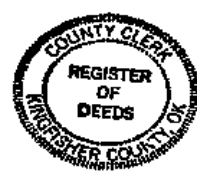
My Commission Expires: June 7, 2012

My Commission Number: 00009609



STATE OF OKLAHOMA  
KINGFISHER COUNTY  
RECORDED OR FILED

2010 DEC 21 P 4: 05  
BY 2375 PAGE 111  
JUDY GRELLNER  
COUNTY CLERK  
BY [Signature] DEPUTY

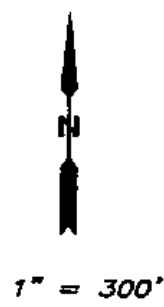


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2375 115

# PLAT OF SURVEY

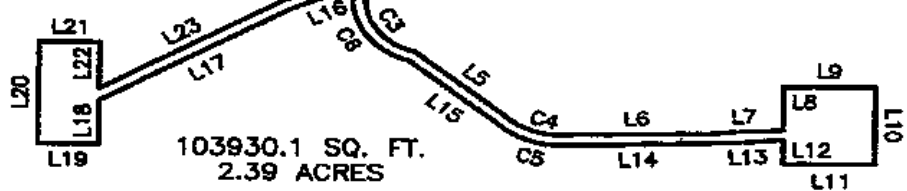
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	897.97	178.79	176.32	S 08°18'28" W	14°30'48"
C2	685.96	179.77	179.26	S 07°57'12" W	15°00'57"
C3	108.37	170.30	153.31	S 30°29'59" E	80°02'25"
C4	129.70	91.58	89.69	S 74°32'22" E	40°27'20"
C5	148.70	105.08	102.94	N 74°25'17" W	40°13'11"
C6	128.37	188.82	172.11	N 31°19'33" W	84°11'27"
C7	705.86	185.51	184.97	N 07°57'33" E	15°03'21"
C8	877.87	171.43	170.97	N 08°15'42" E	14°29'15"



P.O.B. S 89°23'40" W  
770.09'

P.O.C.  
FND 3/8" LP.  
NE COR., NW/4, SEC. 25,  
T-15-N, R-5-W, I.M.

LINE	BEARING	DISTANCE
L1	S 00°48'43" E	227.55'
L2	S 17°15'12" W	153.47'
L3	S 00°33'31" E	830.03'
L4	S 04°22'40" W	187.21'
L5	S 50°02'41" E	211.80'
L6	N 88°38'34" E	230.45'
L7	N 88°24'44" E	122.00'
L8	N 00°00'00" E	85.28'
L9	N 90°00'00" E	150.00'
L10	S 00°00'00" E	150.00'
L11	N 90°00'00" W	150.00'
L12	N 00°00'00" E	44.68'
L13	S 86°24'44" W	121.13'
L14	S 88°38'34" W	230.26'
L15	N 50°03'35" W	208.96'
L16	S 65°33'24" W	116.97'
L17	S 59°36'29" W	357.41'
L18	S 00°00'00" E	85.80'
L19	N 90°00'00" W	100.00'
L20	N 00°00'00" E	200.00'
L21	N 90°00'00" E	100.00'
L22	S 00°00'00" E	91.02'
L23	N 59°36'29" E	346.72'
L24	N 85°33'24" E	130.20'
L25	N 04°19'45" E	167.74'
L26	N 00°33'31" W	829.35'
L27	N 17°15'12" E	153.48'
L28	N 00°48'56" W	226.98'
L29	N 89°23'40" E	20.01'



### OKLAHOMA SURVEY CO

1408 S. FRETE, SUITE 4, EDMOND, OK 73003  
(405) 218-5850 CA#4717 EXP. 30 JUNE 2009

COLLETTE S-1, S-2 NW/4, SECTION 25, T-15-N, R-5-W, I.M. KINGFISHER COUNTY OKLAHOMA	SCALE 1"=300' DATE: 12/2/2008 SHEET 1 OF 2 PROJECT NO. 827
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**PLAT OF SURVEY**

**LEGAL DESCRIPTION**

A tract of land lying in the Northwest Quarter (NW/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Five (5) West of the Indian Meridian, Kingfisher County, Oklahoma. More particularly described as follows:

Commencing at the Northeast Corner of said Northwest Quarter (NW/4);

- Thence S 89°23'40" W a distance of 770.09 feet to the Point of Beginning;
- Thence S 00°46'43" E a distance of 227.55 feet;
- Thence on a curve to the right with an arc length of 176.79', a radius of 697.97', a chord bearing of S 08°16'28" W, a chord length of 176.32';
- Thence S 17°15'12" W a distance of 153.47 feet;
- Thence on a curve to the left an arc length of 179.77', a radius of 685.96', a chord bearing of S 07°57'12" W, a chord length of 179.26';
- Thence S 00°33'31" E a distance of 830.03 feet;
- Thence S 04°22'40" W a distance of 187.21 feet;
- Thence on a curve to the left an arc length of 170.30', a radius of 108.37', a chord bearing of S 30°29'59" E, a chord length of 153.31';
- Thence S 50°02'41" E a distance of 211.80 feet;
- Thence on a curve to the left an arc length of 91.58', a radius of 129.70', a chord bearing of S 74°32'22" E, a chord length of 89.69';
- Thence N 88°38'34" E a distance of 230.45 feet;
- Thence N 86°24'44" E a distance of 122.00 feet;
- Thence N 00°00'00" E a distance of 85.28 feet;
- Thence N 90°00'00" E a distance of 150.00 feet;
- Thence S 00°00'00" E a distance of 150.00 feet;
- Thence N 90°00'00" W a distance of 150.00 feet;
- Thence N 00°00'00" E a distance of 44.68 feet;
- Thence S 86°24'44" W a distance of 121.13 feet;
- Thence S 88°38'34" W a distance of 230.26 feet;
- Thence on a curve to the right with an arc length of 105.08', a radius of 149.70', a chord bearing of N 74°25'17" W, a chord length of 102.94';
- Thence N 50°03'35" W a distance of 208.96 feet;
- Thence on a curve to the right with an arc length of 188.62', a radius of 128.37', a chord bearing of N 31°19'33" W, a chord length of 172.11';
- Thence S 65°33'24" W a distance of 116.97 feet;
- Thence S 59°36'29" W a distance of 357.41 feet;
- Thence S 00°00'00" E a distance of 85.80 feet;
- Thence N 90°00'00" W a distance of 100.00 feet;
- Thence N 00°00'00" E a distance of 200.00 feet;
- Thence N 90°00'00" E a distance of 100.00 feet;
- Thence S 00°00'00" E a distance of 91.02 feet;
- Thence N 59°36'29" E a distance of 346.72 feet;
- Thence N 65°33'24" E a distance of 130.20 feet;
- Thence N 04°19'45" E a distance of 167.74 feet;
- Thence N 00°33'31" W a distance of 829.35 feet;
- Thence on a curve to the right with an arc length of 185.51', a radius of 705.96', a chord bearing of N 07°57'33" E, a chord length of 184.97';

Thence N 17°15'12" E a distance of 153.48 feet;  
 Thence on a curve to the left with an arc length of 171.43', a radius of 677.97', a chord bearing of N 08°15'42" E, a chord length of 170.97';  
 Thence N 00°46'56" W a distance of 226.98 feet;  
 Thence N 89°23'40" E a distance of 20.01 feet to the Point of Beginning.  
 Said tract contains 103930.10 Square Feet, 2.386 Acres more or less.



**NOTES**

Basis of Bearing: N 89°23'40" W along the North line of the NW/4 of Section 25, T15N, R5W, I.M.

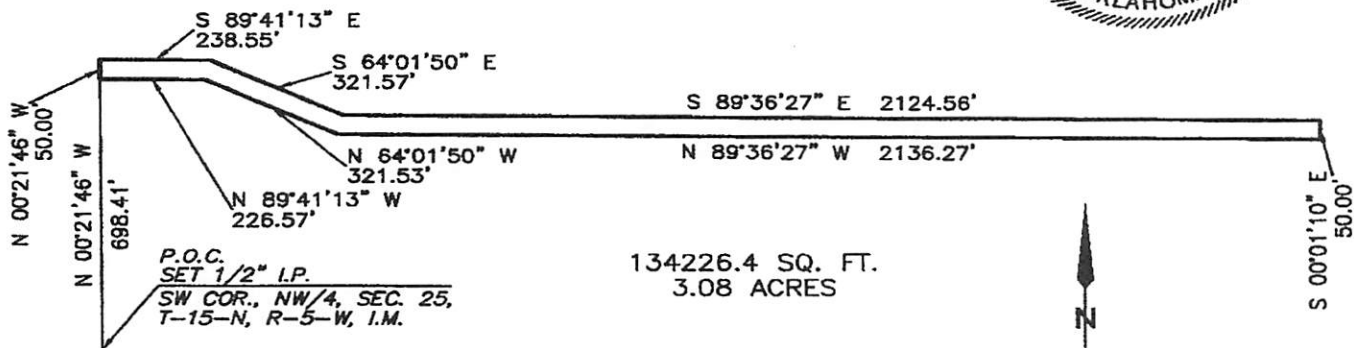
I, Ryan Doudican, a Registered Professional Land Surveyor, Do hereby certify that I, or others under my direct supervision, have made a careful survey of the property shown hereon.

This plat of survey meets the Minimum Technical Standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

ALL CORNERS: SET 1/2" I.P. W/CA4717 CAP

<b>OKLAHOMA SURVEY CO</b>	
1408 S. FRETZ, SUITE 4, EDMOND, OK 73003 (405) 218-5850 CA#4717 EXP. 30 JUNE 2008	
COLLETTE S-1, S-2 NW/4, SECTION 25, T-15-N, R-5-W, I.M. KINGFISHER COUNTY OKLAHOMA	SCALE 1"=300' DATE: 12/1/2008 SHEET 2 OF 2 PROJECT NO. 827

# PLAT OF SURVEY



134226.4 SQ. FT.  
3.08 ACRES



1" = 400'

### LEGAL DESCRIPTION

A tract of land lying in the Northwest Quarter (NW/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Five (5) West of the Indian Meridian, Kingfisher County, Oklahoma, more particularly described as follows:  
Commencing at the Southwest corner of said Northwest Quarter (NW/4);  
Thence N 00°21'46" W along the West line of said Northwest Quarter (NW/4) a distance of 698.41 feet to the Point of Beginning;  
Thence continuing N 00°21'46" W a distance of 50.00 feet;  
Thence S 89°41'13" E a distance of 238.55 feet;  
Thence S 64°01'50" E a distance of 321.57 feet;  
Thence S 89°36'27" E a distance of 2124.56 feet to a point on the East line of said Northwest Quarter (NW/4);  
Thence S 00°01'10" E along the East of said Northwest Quarter (NW/4), a distance of 50.00 feet;  
Thence N 89°36'27" W a distance of 2136.27 feet;  
Thence N 64°01'50" W a distance of 321.53 feet;  
Thence N 89°41'13" W a distance of 226.57 feet to the Point of Beginning.  
Said tract contains 134226.4 Square Feet or 3.08 Acres, more or less.

### NOTES

Basis of Bearing: N 00°21'46" W along the West line of the NW/4 of Section 25, T15N, R5W, I.M.

I, Ryan Doudican, a Registered Professional Land Surveyor, Do hereby certify that I, or others under my direct supervision, have made a careful survey of the property shown hereon.

This plat of survey meets the Minimum Technical Standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

<b>OKLAHOMA SURVEY CO</b>	
1408 S. FRETZ, SUITE 4, EDMOND, OK 73003 (405) 216-5850 CA#4717 EXP. 30 JUNE 2009	
BOUNDARY SURVEY ONE/4 SECTION 26, T-15-N, R-5-W, I.M. KINGFISHER COUNTY OKLAHOMA	SCALE 1"=400' DATE: 12/18/2008 SHEET 1 OF 1 PROJECT NO. 827

I-2017-012994 Book 3078 Pg: 453  
11/27/2017 12:21 pm Pg 0453-0454  
Fee: \$ 15.00 Doc: \$ 0.00  
Joannie Boevers - Kingfisher County Clerk  
State of Oklahoma

(Wesley Short)

15

AFTER RECORDING RETURN TO:  
CIMARRON ELECTRIC COOPERATIVE  
ATTN: RECORDS DEPT.  
PO BOX 299  
KINGFISHER, OK 73750



EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT NAN BRADY

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto CIMARRON ELECTRIC COOPERATIVE, an Oklahoma Cooperative Corporation, whose post office address is PO Box 299, Kingfisher, OK 73750, and to its successors or assigns, a perpetual easement with the right to enter upon all that certain real property, situated in the County of KFG, State of OKLA, Township 15, Range 5, Section 25, and more particularly described as follows:  
NW 25 15 5 2E-25 NEW SERVICE

SEE EXHIBIT A

and to construct, reconstruct, rephase, repair, operate and maintain on the above-described lands and in or upon all streets, roads, or highways abutting said lands, electric distribution line or system: and to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within ten (10) feet of the center line on single-phase and fifteen (15) feet of the centerline on three-phase or to the extent necessary to keep them clear of said electric line or system: and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, to keep said easement area clear of all buildings, structures or other obstructions, or if any or all of said system is placed underground that areas over buried vaults and cables shall remain free and clear of structures, trees, shrubbery and any other physical encumbrances and that free access to all buried facilities will be allowed.

The undersigned agrees that all poles, wires, and other facilities including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17 day of Sept 2015

NAN BRADY

Nan Brady  
STATE OF Oklahoma County of Oklahoma in the year of 20 15, before me, the undersigned, a Notary Public in and for the State of Oklahoma appeared

Nan Brady  
Known to me to the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public Mitzzy Brockhoff  
00009108

Mitzzy Brockhoff

WORK ORDER # 15-422  
Acct. # 4244700  
Pole# 2E-25-C  
AKA: (Wesley Short)

I-2017-012994 Book 3078 Pg: 454  
11/27/2017 12:21 pm Pg 0453-0454  
Fee: \$ 15.00 Doc: \$ 0.00  
Jeannie Boegers - Kingfisher County Clerk  
State of Oklahoma

~~EXHIBIT A~~

I-2017-004847 Book 3014 Pg: 231  
05/01/2017 2:09 pm Pg 0231-0231  
Fee: \$ 15.00 Doc: \$ 0.00  
Jeannie Boegers - Kingfisher County Clerk  
State of Oklahoma

**SPECIAL/LIMITED WARRANTY DEED**

**COPY**



Know all men by these Presents:

That **EARL R. BRADY** and **NAN LU BRADY**, a/k/a Nan L. Brady and Nan Brady, husband and wife, parties of the first part, in consideration of the sum of ten dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **EARL R. BRADY** or **NAN L. BRADY**, trustees of the **BRADY TRUST DATED APRIL 26, 2017**, (hereinafter referred to as "Assignees"), the following described real property and premises, situate in Kingfisher County, State of Oklahoma, to wit:  
The NW/4 of Section 25, Township 15 North, Range 5 West; and  
The South One-third (S/3) of the Southeast Quarter (SE/4) of Section Twenty-six (26), Township Fifteen (15) North, Range Five (5) West, Kingfisher County, Oklahoma,

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 20 day of July, 1960, by and between C. Pappe

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns None of the surface and See Below interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: 1.67 ac. in NW/4 Section 25-15N-5W. (and other land)

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending July 20, 1985.

10. the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 6.67 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ None per year for the surface interest and \$ 6.67 per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner or for Owner's credit in the Peoples National Bank at Kingfisher, Okla.

of its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the term mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 1 year upon Oklahoma Natural paying as rental therefor the sum of \$ 6.67 Dollars

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective residences, may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If Owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Subject to existing oil Lease.

13. The terms, covenants and conditions herein shall be binding on the parties hereto, their heirs, successors and assigns. It is further agreed that no agent or broker of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter herein not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above writing.

Ack. #1. Date: July 20, 1960
Before: A. O. Elrod, Notary Public, Kingfisher County, Oklahoma.
Commission Expires: 11-5-63 (SEAL)

Ack. #1. C. PAPPE

Ack. #2. Date: September 12, 1960
Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma.
Commission Expires: January 13, 1963 (SEAL)

Ack. #2. OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-President
ATTEST: JOHN S. KOLSTED, Secy.



GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 19 day of July, 1960, by and between Walter L. Collett and Oma Etta Collett, husband and wife.

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: The Northwest Quarter (NW/4) of Section 25, Township 15 North, Range 5 West

and WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, in and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 19 July 1985

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation by found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points, all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 5.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ None per year for the surface interest and \$ 5.00 per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner

at Cashion, Oklahoma at the office of the Notary Public, Kingfisher, Oklahoma or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest (in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment" when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding under by Oklahoma Natural to Owner shall operate, cover and he held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Five and no/100 (\$ 5.00) Dollars per year, payable yearly in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignors or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all plants and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver in the credit of the Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except any oil and gas lease now in effect.

13. The terms, conditions and covenants hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

Ack. #1. Date: July 19, 1960
Before: L. D. Leach, Notary Public, Kingfisher Co., Okla.
Commission Expires: Dept. 10, 1963 (SEAL)

Ack. #1. WALTER L. COLLETT
OMA ETTA COLLETT
Ack. #2. OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-Pres.

Ack. #2. Date: September 12, 1960
Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma.
Commission Expires: January 13, 1963 (SEAL)

ATTEST: JOHN S. KOLB
Asst. Secy. (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 16th day of August, 1960, by and between M. A. Robinson

wheather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 20 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma. to-wit: NW/4 25-T15N-R5W.

WITNEAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 16 August 1985 the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation

found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 20.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ None per year for the surface interest and \$ 20.00 per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner 1009 Petroleum Building

or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" hereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Twenty and 00/100 (\$ 20.00) Dollars per year, payable annually in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 3 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenant, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Subject to existing oil and gas lease or record and now producing.

13. The terms, covenants and conditions herein shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACKNOWLEDGMENT (the party hereto have executed this Agreement as of the day and year first above written)
Ack.#1. Date: August 16, 1960
Before: Dixie Hochill, Notary Public, Tulsa County, Oklahoma
Commission Expires: January 18, 1961 (SEAL)

Ack.#1. M. A. ROBINSON
Ack.#2. OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-President
ATTEST: JOHN S. KOLSTED, Asst. Secy. (SEAL)

Ack.#2. Date: September 12, 1960
Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma.
Commission Expires: January 13, 1963 (SEAL)

State of Oklahoma, Kingfisher County, ss: Filed for record Oct. 1, 1960 at 9:20 A.M. and recorded in Book 198, page 452 Fee \$2.00
REINHARD MAASS, COUNTY CLERK. By: GRACE-ELISE FARRAR, Deputy (SEAL) 99

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 13th day of September, 1960, by and between R. A. Frakes and E. M. Frakes (husband and wife)

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns None of the surface and See Below interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma. to-wit: 5 acre mineral interest in NW 1/4 Section 25-15N-5W. (among other lands)

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties herein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending September 13, 1985

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas as stored as personal property; and in conjunction therewith, and with other exploratory operations incident therein, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing, to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 14.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ none per year for the surface interest and \$ 14.00 per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner or for Owner's credit in the

Peoples National Bank at Kingfisher, Oklahoma

of its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or in said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be obligated to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural in Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas as stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Existing oil and gas lease now producing.

13. The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

Ack.#1. Date: September 13, 1960 Before: A. O. Elrod, Notary Public, Kingfisher County, Oklahoma. Commission Expires: 11-5-63 (SEAL) Ack.#1. R. A. FRAKES E. M. FRAKES OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President Attest: JOHN S. KOLSTED, Asst. Secy. (SEAL)

Ack.#2: Date: September 16, 1960 Before: Alice DeVoy, Notary Public, Tulsa Co, Okla. Commission Expires: January 13, 1963 (SEAL) State of Oklahoma, Kingfisher, County, ss: Filed for record Oct. 1, 1960 at 9:25 A.M. and recorded in Book 198, page 454. Fee \$2.10 REILAH MAASS, County Clerk BY: GRACE WITJSE FARRAR, Deputy (SEAL) 100

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 5th day of August, 1960, by and between Harold Crosby, Randlyn Frank & Harry as trustees for Bertha, Harold, Randlyn Frank and Harry Crosby.

wheather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 40 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: The NW/4 of Section 25, Township 15N, Range 5 W; 15 acres (and other land)

and WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties herein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 5 August 1985, the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation

found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas as stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 40.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ None per year for the surface interest and \$ 40.00 per year for the mineral interest in and to the above-described property. On or before one year following

the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner ~~XXXXXXXXXXXXXXXXXXXX~~ John Brandmier, Apt. 1004 A, Nettleton Apts, 1000 8th Ave, Seattle, Washington

or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and options granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Forty and 00/100 (\$ 40.00) Dollars per year, payable annually in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 3 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas in stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Subject to existing oil and gas lease of record and now producing.

13. The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

Ack. #1. Date: September 23, 1960
Before: Betty Gay, Notary Public, San Deigo County, California
Commission Expires: June 30, 1964 (SEAL)

Ack. #1. HARRY CROSBY
RANDLYN FRANK
HAROLD CROSBY
Ack. #2. OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-President
ATTEST: JOHN S. KOLSTED, Asst. Secy. (SEAL)

Ack. #2. Date: October 5, 1960
Before: Alice DeVoy, Notary Public, Tulsa Co., Okla.
Commission Expires: January 13, 1963 (SEAL)

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State of Oklahoma, Kingfisher County, ss: Filed for record Oct. 20, 1960 at 8:35 A.M. and recorded in Book 199, page 273 Fee. \$2.10

201 DEBITAL MASS COUNTY CLERK BY ADAPLETICE FARRAR Deputy (SEAL) 98

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 23rd day of September, 1960, by and between E. P. and Esther B. Hoyle

wheather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 10 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: The NW/4 of Section 25, Township 15 N, Range 5 W.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 23 September 1985

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 10.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ none per year for the surface interest and \$ 10.00 per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner or to the depository of the same.

P. O. Box 566 Boca Raton, Fla. or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" hereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Ten and 00/100 (\$ 10.00) Dollars per year annually in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made in Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Subject to the existing oil and gas lease of record and now producing

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

Ack. #1. Date: October 10, 1960 Before: Helen M. Gleshill, Notary Public, Cortland County, New York Commission Expires: March 30, 1961 (SEAL)

Ack. #1. E. P. HOYLE ESTHER B. HOYLE Ack. #2. OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

Ack. #2. Date: October 17, 1960 Before: Alice DeVoy, Notary Public, Tulsa Co., Okla. Commission Expires: January 13, 1963 (SEAL)

State of Oklahoma, Kingfisher County, ss: Filed for record Oct. 25, 1960 at 8:50 A.M. and recorded in Book 199, page 329 Fee \$2.00. 203 BENJAMIN MAASS, County Clerk By: GRACE-ELISE FARRAR, DEPUTY (SEAL) 101

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 23rd day of September, 1960, by and between Nellie Hannah Catron

weather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: NW/4 of Section 25, Township 15N, Range 5 W.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties herein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 23 September 1985, the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation

found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 5.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ None per year for the surface interest and \$ 5.00 per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner

1315 South Walnut, McPherson, Kansas.

of its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Five and 00/100 (\$ 5.00) Dollars per year, payable Annually in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If Owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Subject to the existing oil and gas lease of record and now producing

13. The terms, covenants, and conditions hereof shall be binding on the parties herein, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.
Ack. #1. Date: October 5, 1960 Before: Freda Freeburg, Notary Public, McPherson County, Kansas Commission Expires: May 10, 1964 (SEAL)
Ack. #2. Date: October 17, 1960 Before: Alice DeVoy, Notary Public, Tulsa Co. Okla. Commission Expires: January 13, 1963 (SEAL)
Ack. #1. NELLIE HANNAH CATRON
Ack. #2. OKLAHOMA NATURAL GAS COMPANY BY: C. C. INGRAM, Vice-President ATTEST: RUTH CANNADAY, Asst. Secy.

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 23rd day of September, 1960, by and between St. Anthony Hospital, c/o Sister M. Franciscana, Administrator

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 11.50 interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: The NW/4 of Section 25, Township 15N, Range 5 W; 10 acres (and other land

and WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties herein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 23 September 1985, the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation

found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas as stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 11.50 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ none per year for the surface interest and \$ 11.50 per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner of 1313 St. Anthony Place

or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or in said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Eleven and 50/100 (\$ 11.50) Dollars per year, payable annually in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinbelow.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas in stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except subject to the existing oil and gas lease of record and now producing.

13. The terms, covenants, and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

Ack. #1. Date: October 3, 1960 Before: James P. Miller, Notary Public, Jefferson County, Kentucky Commission Expires: March 2, 1963 (SEAL) Ack. #1. ST. ANTHONY HOSPITAL By: M. FRANCISCANA Sister Administrator Ack. #2. OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President ATTEST: RUTH CANNADAY, Asst. Secy. (SEAL) Ack. #2. Date: October 17, 1960 Before: Alice DeVoy, Notary Public, Tulsa Co. Okla. Commission Expires: January 13, 1963 (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 2nd day of December, 1960, by and between L. A. Franklin

weather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 1.67 interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma. to-wit: NW/4 of Section 25, Township 15 N, Range 5 W.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 2 December 1985,

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property, to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth, for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$41.75 for 25 yrs. payable in advance, receipt of the first payment being hereby acknowledged by Owner, the amount of said payments being computed on the basis of \$ none for the surface interest and \$41.75 for 25 years for the mineral interest in and to the above-described property.

411 Stonewall Street, Greenville, Texas

or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such payment being in full payment of rental for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any payment thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any payment, when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said payment in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the payments made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Forty-one and 75/100 (\$41.75) Dollars per acre payable in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 3 hereinbelow.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate thereon, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Subject to the existing oil and gas lease of record.

13. The terms, conditions and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

This agreement has been paid 25 years in advance from above date.
Ack.#1. Date: December 12, 1960 Before: Ted L. Priebe, Notary Public, Oklahoma County, Oklahoma Commission Expires: June 21, 1967 (SEAL)
Ack.#2. Date: December 19, 1960 Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma. My Commission Expires: January 13, 1963 (SEAL)
Ack.#1. L. A. FRANKLIN
Ack.#2. OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-President
ATTEST: RUTH CANNADAY, Asst. Secy. (SEAL)



GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 1st day of August, 1960, by and between Melvin A. Collett

weather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: Northwest Quarter (NW 1/4) of Section 25-15N-5W.

WHEREAS, Oklahoma Natural desires to locate on Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties herein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending August 1, 1985.

10. the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing, to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 5.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ 1.00 per acre per year for the surface interest and \$ 1.00 per acre per year for the mineral interest in and to the above-described property. On or before one year following

the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner 8935 Gyda Drive, Arvada, Colo.

of its successors, when bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successor. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Five Dollars (\$5.00) Dollars per year, payable annually in advance.

4. Owner agrees that the drilling of any well to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 3 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas in stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except any Oil & Gas Lease now in effect.

13. The terms, covenants and conditions herein shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter herein not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written. Ack. #1. Date: December 24, 1960 Before: J. R. Lillard, Notary Public, Logan County, Oklahoma. Commission Expires: September 14, 1963 (SEAL) Ack. #2. Date: January 10, 1961 Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma. Commission Expires: January 13, 1963 (SEAL) Ack. #1. MELVIN A. COLLETT Ack. #2. OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

State of Oklahoma, Kingfisher County, ss: Filed for record Jan. 20, 1961 at 8:50 A.M. recorded in Book 202, page 149. KATHRYN S. ANDERSON, COUNTY CLERK, By: EMMA SCHENNER, Deputy (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 22nd day of August, 1960, by and between Mamie Irene Waller

weather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: Northwest Quarter (NW1/4) of Section 25-15N-5W.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending August 22, 1985, the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 5.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ 1.00 per acre per year for the surface interest and \$ 3.00 per acre per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner or for Owner's credit in the

318 W. Market St., Enid, Oklahoma

of its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Five Dollars (\$ 5.00) Dollars per acre, payable in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except and Oil and Gas lease now in effect.

13. The terms, covenants, and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural (as herein given) has any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

Ack. #1. Date: December 27, 1960
Before: J. R. Lillard, Notary Public, Kingfisher County, Oklahoma
Commission Expires: September 14, 1963 (SEAL)
Ack. #2. Date: January 10, 1961
Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma
Commission Expires: January 13, 1963 (SEAL)

Ack. #1. MAMIE IRENE WALLER
Ack. #2. OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-President
Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

State of Oklahoma, Kingfisher County, ss: Filed for record Jan. 20, 1961 at 8:50 A.M.
Book 202, page 151. KATHRYN S. ANDERSON, County Clerk By: EMMA SCHEMMER, Deputy (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 22nd day of August, 1960, by and between Beulah Pearl Triplett

weather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: Northwest Quarter (NW1/4) of Section 25-15N-5W.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending August 85, the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored at personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 5.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ 1.00 per acre per year for the surface interest and \$ 1.00 per acre per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner at the address hereinafter stated:

Route 3, Kingfisher, Oklahoma

or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years years, upon Oklahoma Natural paying as rental therefor the sum of Five Dollars (\$ 5.00) Dollars per year, payable annually in advance.

4. Owner agrees that the drilling of any well to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests as set out herein, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except any Oil & Gas Lease now in effect.

13. The terms, conditions, and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

ACK. #1. Date: December 21, 1960
Before: Ray A. Barrett, Notary Public, Kingfisher County, Oklahoma
Commission Expires: Oct. 22, 1962 (SEAL)

ACK. #1. BEULAH PEARL TRIPLETT
ACK. #2. OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-President
Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

ACK. #2. Date: January 10, 1961
Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma.
Commission Expires: January 13, 1963 (SEAL)

State of Oklahoma, Kingfisher County, ss: Filed for record Jan. 20, 1961 at 8:50 A.M.
Recorded in Book 202, page 153. KATHRYN S. ANDERSON, County Clerk BY: EMMA SCHEPHER, Deputy (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 22nd day of August, 1960, by and between John Collett

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: Northwest Quarter Section 25-15N-5W.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending August 1985

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and protect thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 5.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ 1.00 per acre per year for the surface interest and \$ 1.00 per acre per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner

521 East Vilas, Frank Guthrie, Oklahoma or its successors, who is bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" hereinafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years years, upon Oklahoma Natural paying as rental therefor the sum of Five Dollars (\$ 5.00 ) Dollars per year annually in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignors or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in addition to the Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental hereinafter provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except any Oil & Gas lease now in effect.

13. The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above writing. Ack.#1. Date: December 22, 1960 Before: Ray A. Barrett, Notary Public, Logan County, Oklahoma Commission Expires: Oct. 22, 1962 (SEAL) Ack.#2. Date: January 10, 1961 Before: Alice DeVoy, Notary Public, Tulsa County, Oklahoma. Commission Expires: January 13, 1963 (SEAL) Ack.#1. JOHN R. COLLETT Ack.#2. OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 19 day of July, 1960, by and between Walter L. Collett, Attorney-in-fact for Annie A. Collett, and Walter L. Collett for himself, Beulah Pearl Triplett and John R. Collett, wheather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns 160 ac. of the surface and 50 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: The Northwest Quarter (NW/4) of Section 25, Township 15 North, Range 5 West

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, in and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 19 July 1985

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored at personal property; and in conjunction therewith, and with other exploratory operations incident therein, the further right, privilege and easement in drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 210.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$ 1.00 per acre per year for the surface interest and \$ 1.00 per acre per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner

Cashion, Oklahoma. Oklahoma Natural shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or in said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment" when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Two Hundred Ten and no/100 (\$ 210.00 ) Dollars per year, payable annually in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If Owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except any Oil and Gas Lease now in effect.

The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

BEULAH PEARL TRIPLETT
JOHN R. COLLETT
MELVIN A. COLLETT
GEORGE W. COLLETT JR.
EMILY OPAL RICHARDS

MAMIE IRENE WALLER
WALTER L. COLLETT, Atty in Fact for
Annie A. Collett
NELLIE HANNAH CATRON
WALTER L. COLLETT, for himself
OKLAHOMA NATURAL GAS COMPANY
By: C. C. INGRAM, Vice-President
Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

State of Oklahoma, Kingfisher County, ss:
Filed for record Feb. 28, 1961 at 8:30 A.M.
Recorded in Book 203, page 483. Fee \$3.40
KATHRYN S. ANDERSON, County Clerk

Acknowledgment for Walter L. Collett, Atty-in-fact for Annie A. Collett and Walter L. Collett, individually.

Date of Acknowledgment: July 19, 1960  
Before: L. D. Leach, Notary Public, Kingfisher County, Oklahoma  
Commission Expires: September 10, 1963 (SEAL)

Acknowledgment for Beulah Pearl Triplett

Date of Acknowledgment: December 22, 1960  
Before: Ray A. Barrett, Notary Public, Kingfisher County, Oklahoma  
Commission Expires: October 22, 1962 (SEAL)

Acknowledgment for John R. Collett

Date of Acknowledgment: December 22, 1960  
Before: Ray A. Barrett, Notary Public, Logan County, Oklahoma  
Commission Expires: October 22, 1962 (SEAL)

Acknowledgment for Emily Opal Richards

Date: January 30, 1961  
Before: Ray A. Barrett, Notary Public, Garfield County, Oklahoma  
Commission Expires: October 22, 1962 (SEAL)

Acknowledgment for Melvin A. Collett, George W. Collett Jr., Mamie Irene Waller and Nellie Hannah Catron.

Date of Acknowledgment: December 27, 1960  
Before: J. R. Lillard, Notary Public, Kingfisher County, Oklahoma  
Commission Expires: September 14, 1963 (SEAL)

Acknowledgment for C. C. Ingram, Vice-President of Oklahoma Natural Gas Company

Date: February 15, 1961  
Before: Alice DeVoy, Notary Public, Tulsa County, Oklahoma  
Commission Expires: January 13, 1963 (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 16 day of August, 1960, by and between Emily Opal Richards

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: Northwest Quarter (NW1/4) of Section 25-15N-5W.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties herein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending August 1985,

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident therein, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$5.00 per year, payable one year in advance, receipt of the first "annual payment" being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$1.00 per acre per year for the surface interest and \$1.00 per acre per year for the mineral interest in and to the above-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner or for Owner's credit in the

Bank at \_\_\_\_\_ of its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or in said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Five Dollars (\$5.00) Dollars per year

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, at their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except any Oil & Gas Lease now in effect

The terms, covenants, and conditions herein shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, the parties herein have executed this Agreement as of the day and year first above writing. Ack. #1. Date: January 30, 1961 Before: Ray A. Barrett, Notary Public, Garfield County, Oklahoma Commission Expires: Oct. 22, 1962 (SEAL) Ack. #2. Date: February 13, 1961 Before: Alice DeVoy, Notary Public, Tulsa County, Oklahoma. Commission Expires: January 13, 1963 (SEAL) Ack. #1. EMILY OPAL RICHARDS Ack. #2. OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 6th day of February, 1961, by and between Dorothy Goebel

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural". WITNESSETH: That WHEREAS, Owner owns none of the surface and 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit: NW/4 Sec. 25, Township 15N, Range 5 Wes.

WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending February 6, 1985, the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation

found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$125. for 25 yrs. payable in advance, receipt of the first payment being hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$None for the surface interest and \$125. for 25 yrs. for the mineral interest in and to the above-described property.

Shore Road, Mt. Sinai, Long Island, New York

his successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "annual payment" being in full payment of rental for the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors, but Oklahoma Natural shall be obligated to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereunder by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of One Hundred Twenty-Five and 00/100 (\$125.00) Dollars per XX payable 25 in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinafter.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except Subject to the existing oil and gas lease of record.

13. The terms, covenants, and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter herein not herein expressed.

ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

This agreement has been paid 25 years in advance from above date.
Ack. #1. Date: February 15, 1961. Before: Harold L. Adair, Notary Public, Pinellas County, Florida. Commission Expires: December 4, 1961 (SEAL)
Ack. #2. Date: March 7, 1961. Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma. Commission Expires: January 13, 1963 (SEAL)

\* \* \* \* \*
State of Oklahoma, Kingfisher County, ss: Filed for record March 18, 1961 at 8:30 A.M.
Book 205, page 348 KATHRYN S. ANDERSON, County Clerk (SEAL)



130  
FORM 421

3983

#10,642-458

22

GAS STORAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 28th day of August, 1962

by and between Heirs of J. A. Odom also known as John A. Odom, Wilhelmina Hardee Odom, Zoie Odom Newsome, and John A. Odom, Jr.

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural".

WITNESSETH: That

WHEREAS, Owner owns None of the surface and 10 Acres interest in and to the minerals in and under the following described property located in the County of Kingfisher State of Oklahoma, to-wit:

Northwest Quarter (NW/4) Section 25, Township 15 North, Range 5 West 5 Acres  
Southwest Quarter (SW/4) Section 25, Township 15 North, Range 5 West 5 Acres

This agreement has been paid 25 years in advance from above date.

and WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending August 28th 1987

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$ 250.00 for 25 Yrs. in advance, payable 25 Yrs. in advance, receipt of the first ~~XXXXXX~~ payment" being hereby acknowledged by Owner, the amount of said "XXXXX payments" being computed on the basis of \$ None for the surface interest and \$ 250.00 for 25 Yrs. for the mineral interest in and to the above-described property.

2713 56th Street, Lubbock, Texas

or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, such "XXXXX payment" being in full payment of rental for ~~XXXXXX~~ the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "XXXXX payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "XXXXX payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "XXXXX payment" in the manner provided above shall be binding under by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Two-Hundred Fifty and 00/100 (\$ 250.00) Dollars per XX payable 25 in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinbelow.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in such oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration of any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

SOLOMON AGENCY, Bonded Abstracters

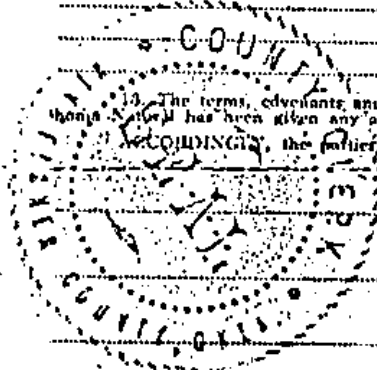
Number

Kingfisher, Oklahoma

107

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except subject to the existing oil and gas lease of record.

13. The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed. Accordingly, the parties hereto have executed this Agreement as of the day and year first above written.



STATE OF OKLAHOMA  
KINGFISHER COUNTY  
RECORDED OR FILED

1962 OCT -4 AM 9:11

BOOK 235 PAGE 130  
KATHRYN S. ANDERSON, CO. CLK.

ATTEST:

BY Kate Marshall DEPUTY  
Secretary

Wilhelmina Hardee Odom  
Wilhelmina Hardee Odom

Zoie Odom Newsome  
Zoie Odom Newsome

John A. Odom, Jr.  
John A. Odom, Jr.  
BY

President  
OWNER



ATTEST:

OKLAHOMA NATURAL GAS COMPANY

BY J. B. Eley  
Vice President  
OKLAHOMA NATURAL

Acknowledgment for Wilhelmina Hardee Odom and Zoie Odom Newsome

Date of Acknowledgment: September 13, 1962  
Before Whom Acknowledged: Barbara R. Crowell, Notary Public, Lubbock County, Texas  
Commission Expires: June 1, 1963 (SEAL)

Acknowledgment for John A. Odom, Jr.

Date of Acknowledgment: September 15, 1962  
Before Whom Acknowledged: Norma S. Aylor, Notary Public, Orange County, Florida  
Commission Expires: May 1, 1963 (SEAL)

Acknowledgment for J. B. Eley, Vice-President of Oklahoma Natural Gas Company

Date of Acknowledgment: September 24, 1962  
Before Whom Acknowledged: Vernon W. Cravens, Notary Public, Tulsa County, Oklahoma  
Commission Expires: October 11, 1963 (SEAL)

4302

#10, 692-4530

FORM 421

GAS STORAGE AGREEMENT

381  
1962

THIS AGREEMENT, made and entered into as of this 8th day of October, 1962, by and between Esther Pappe

whether one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Oklahoma Natural";  
WITNESSETH: That  
WHEREAS, Owner owns None of the surface and 1.66 Acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of Oklahoma, to-wit:

NW/4 Section 25 - Township 15 North - Range 5 West

This agreement has been paid 25 years in advance from the above date.

and WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, easement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strata underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more specifically hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending October 8, 1987

the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlesville Sand Formation found at an approximate depth of 6500 feet below the surface of the above-described property; to store gas in said reservoir and retain the possession of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege and easement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Oklahoma Natural, including well casing; to have the right of ingress and egress to and across said land at convenient points; all as a part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands adjacent to and in the vicinity thereof.

TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expiration hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

2. Oklahoma Natural shall pay Owner \$41.50 for 25 yrs. payable in advance, receipt of the first "monthly payment" being hereby acknowledged by Owner, the amount of said "monthly payments" being computed on the basis of \$ None for the surface interest and \$41.50 for 25 years for the mineral interest in and to the above-described property.

1500 Carlisle Court, Oklahoma City, Oklahoma  
or its successors, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "monthly payment" being in full payment of rental for the term of the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "monthly payment" thereafter due may be tendered in the same manner until such time as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. Oklahoma Natural's failure to make payment or tender of any "monthly payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner. Notwithstanding the death of Owner or his successors in interest, the payment or tender of said "monthly payment" in the manner provided above shall be binding under by Oklahoma Natural to Owner shall operate, cover and be held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

3. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma Natural paying as rental therefor the sum of Forty-one and 50/100 (\$41.50) Dollars

per \$41.50 payable 25 years in advance in advance.

4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinbelow.

5. In addition to the payments otherwise provided for in this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and privileges as set out herein.

6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or abandonment of any of the facilities authorized hereunder shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

8. Owner agrees that in any oil and/or gas lease hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

9. If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same bears to the whole and undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural so desires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the above-described land, including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental hereinafter provided, deliver to the credit of the Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (1/8) part of all oil produced and saved from the premises by Oklahoma Natural. Nothing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no claims or encumbrances against his interest in the above-described land except:

24 105

13. The terms, covenants and conditions hereof shall be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Oklahoma Natural has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed. ACCORDINGLY, the parties hereto have executed this Agreement as of the day and year first above written.

*Ether Pappas*

STATE OF OKLAHOMA  
KINGFISHER COUNTY  
RECORDED OR FILED

1962 NOV -2 AM 8:54

BOOK 239 PAGE 381  
KATHRYN S. ANDERSON, CO. CLK.

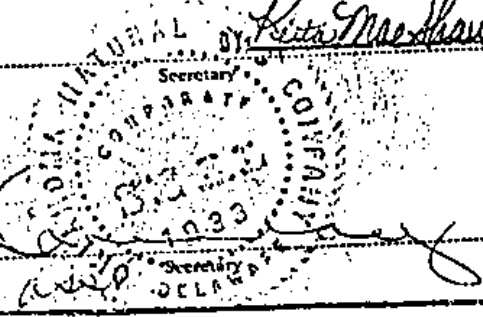
ATTEST:

ATTEST:

BY *Peter MacShaw* DEPUTY  
Secretary

BY \_\_\_\_\_  
President  
OWNER

OKLAHOMA NATURAL GAS COMPANY  
BY *J. B. Eley*  
Vice President  
OKLAHOMA NATURAL



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STATE OF Oklahoma } SS.  
COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8 day of October, 1962, personally appeared Ether Pappas to me known to be the identical person who executed the within 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.

Given under my hand and seal of office the day and year above written.  
My commission expires: Sept. 1963

*L. D. Leach*  
Notary Public

Notary Public

STATE OF OKLAHOMA } SS.  
COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11 day of October, 1962, personally appeared J. B. Eley to me known to be the identical person who subscribed the name of the maker thereof, OKLAHOMA NATURAL GAS COMPANY, a corporation, to the foregoing instrument, as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.  
My Commission expires: Oct. 11, 1963

*Vernon W. Gravens*  
Notary Public

VERNON W. GRAVENS