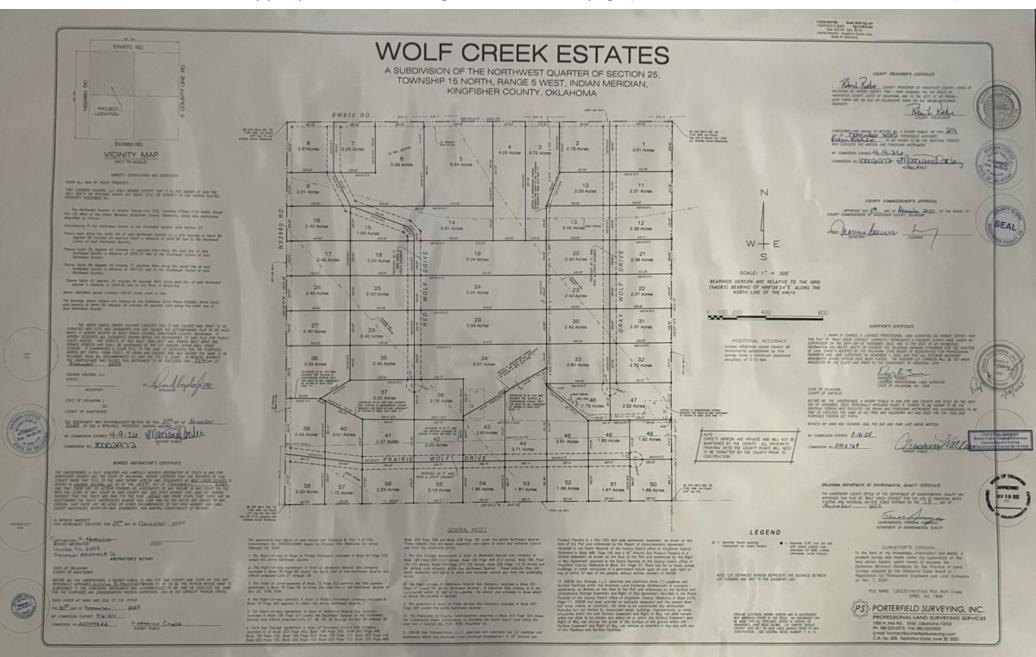
## **Cover Page**

## **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.
- dus storage rigicement recorded in book 202, rage 155
- 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.



State of Oklahoma

## **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.

I-2024-000405 Book 3530 Pg 68 01/30/2024 3:24pm Pg 0067-0075 Fee: \$34,00 Doc: \$0,00 Jeannie Boevers - Kingfisher County Clerk State of Oklahoma

- 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

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- 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.

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- 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

Legloo TA

Dee A. Replogle III, Manager/Member

<u>ACKNOW</u>	<u>'LE,</u>	<u>DGEN</u>	<u> 1ENT</u>

STATE OF OKLAHOMA	)	
COUNTY OF 6 Klahoman	)	SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 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.

My Commission Expires:

9-19-

MINDY SELVIDGE
Notary Public, State of Oklahoma
Commission # 22012670
My Commission Expires 09-18-2028

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01/30/2024 3:24pm Pg 0067-0075
Fee: \$34,00 Doc: \$0.00
Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma

## 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.

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- (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:

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01/30/2024 3:24pm
Fee: \$34.00

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State of Oklahoma

- (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.

I-2024-000405 Book 3530 Pg 74
01/30/2024 3:24pm Pg 0067-0075
Fee: \$34.00 Doc: \$0,00
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State of Oklahoma

- 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 thereofor 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.

1-2024-000405 Book 3530 Pg 75 01/30/2024 3:24pm Pg 0067-0075 Fee: \$34.00 Doc: \$0.00 Jeannie Boevers - Kingfisher County Clerk State of Oklahoma

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

WOLF CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. ACKNOWLEDGEMENT STATE OF OKLAHOMA SS: COUNTY OF OKIANOMA Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of <u>December</u>, 20<u>23</u>, 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. My Commission Expires: 9-19-2026 MINDY SELVIDGE Notary Public, State of Oklahoma Commission # 22012670 My Commission Expires 09-19-2026

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

GEORGE W. COLLETT

Character of Instrument RIGHT OF WAY CRANT

Date of Instrument August 24, 1944

Date of Record

September 5, 1944 at 10:05 A.M.

Book 63 of Miscl.

Page 535

Consideration \$ 5.00

то

PHILLIPS PETROLEUM CO. & STANDISH PIPE LINE CO.

Date of Acknowledgment

August 24, 1944

GRANTEES

Grantors

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.

3594°

## ORDERED BY THE BOARD OF COUNTY CONNIES IONERS

KINAFISHER COUNTY, OKLAHOMA

A 6" gas pipe line beginning at a point near the Southeast corner of the NEt of Section 29, TISN, RW, extending West to a point near time Southwest corner of the NW4 of Section 25, TISN, RSW, and crossing that part of the North & South section line road between Section 30, TISN, RW and Section 25, TISN, RSW, being within Kingfisher County, Oklahoma; also Georgia M. Suith 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 NW4 of paid section 25.

Line P-18

Sinte of Galahaan i Ma.

Kingfisher County | Ma.

Filed for record/ | 1146

At 1127 A rich reported in

Book 79 Riss 332.

Ties C. Felalas.

County Clera

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 One Company, its successors and assigns, to use as much of the highways as above designated.

ATTEST:

Charles Grant ark

Miles Stund EGBrangeren MDS, scrip Commissioners.

24 HA 45

"PITITIONER 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.

TURTHERMORE, Patitioner agrees to comply with all rules of the County Commissioners and the laws of the State of Chichoma in the construction of said pipe line.

struction of said pipe line. Dated this 31 day of \_ OKLAHOMA NATURAL GAS COMPANY, ined and recommended for approval this Engineer. .Vo . Georgia At Smith
No R W required No. 2 G W. Collett 185 Rods Wm. F. Trindle 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

Co Asimiri

Date of Acknowledgment

June 3, 1946

Before Whom Acknowledged

E. C. Johnson, Notary Public, Fisher County, Oklahoma

Consideration \$

Character of Instrument

Date of Instrument June 3, 1946

Date of Record

of Miscl.

July 19, 1946 at 8:00 A.M.

1.00 & OVC

Page 95

RIGHT OF WAY AGREEMENT

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:

Book

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 . . . .

Number 44

# 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

RIGHT OF WAY CONTRACT

Date of Instrument April 30, 1947

Character of Instrument

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

Book 77 of Miscl.

Page 405

Consideration \$ 165.00

GRANTEES

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 ACREEMENT

THIS AGREEMENT made and entered into by and between Annie A. Collett hereinafter 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 hereinafter 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 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.
- 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 heretohave 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 Beulah Pearl Triplett: E (2) George W. Collett, Jr. Am	mily Opal Richards;	) RICHT OF WAY AGREEMENT ) ) Dated: February 26, 1968			
Annie A. Collett - Life Nellie Hannah Catron; (3) Melvin Allen Collett;		) Recorded: March 26, 1968 9:16 A.M.)			
(4) Mamie Irene Martin	GRANTORS .	) Book 351 Page 37			
TO OKLAHOMA NATURAL GAS COMPANY		) ) Consideration: \$1.00 & 0 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. Rysl, 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 (SEA (3) July 26, 1971 (SE	L) (2) 2-16-69 (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:

- 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 not 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 O-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 Granter and Grantee with respect to the granting of said exament, and the same shall inure to the benefit of and be binding upon the Granter 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)		) EASEMENT
W. L. Collett, as Attorney in Fact for Annie Collett; Walter Lee Collett; Etta Collett; Beulah Pearl Triplett;		) Dated: February 26, 1970
Emily Opal Richards; John Ril (2) George W. Collett and Nellie	ley Collett;	Recorded: April 27, 1970 at 11:27 A.M.  Book 407 Page 290  Consideration: \$492.00
CITIES SERVICE GAS COMPANY	GRANTEE	
Date of Acknowledgments: Before Whom Acknowledged: Commission Expires:	(1) Elbert S. 3 (2) Glen Bacon (1) May 17, 197	1970 (2) March 21, 1970 Stoner, Notary Public, Kingfisher Co. Okla., Notary Public, McPherson County, Kansas. (SEAL) (2) 4-9-70 (SEAL)
GRANT AND CONVEY and WARRANT		E GAS COMPANY, tessors and assigns, a Right of Way to construct.
proxided dyaddictional value times for the te	lace and remove a pip ansportation of gas, o and beds and other equ	e line. MRCKENDERK XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
County, State of Oklahoma	, to-wit	
NW/4 Section 25 and SE,	/4 Section 23,	all in township & 15 North,
	OTATE OF OUR AND	

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.

Rand solven from the translation and tember properties and to repeat 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 shallpay xhocsanx xonsideracions por need as above xer present for xer xer xerisional xpipeliax xend xex approximate xistalizational 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.

Number

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

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 retard ing 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 rights to inundate a section of county highway described as follows, Description, North/South road between sections 25 & 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	0/ August 10.70 +b- F	and of County Com-
COUNTY, wherein the said 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:  WHEREAS, the Cottonwood Creek  District in County County County County Oklahoma, proposes:  IN TO THE BOARD OF COUNTY COUNTY COUNTSSIONERS  OF Kingfisher COUNTY, OKLAHOMA  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  ITHAT the Board of County Commissioners cooperate with the said-Cohservancy District by the following grants and performances:  (1) Grant to the Cottonwood Creek Conservancy District, IT IS PROPOSED North/South road between sections 25 & 26-T. ISN-R. SW  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. ISN-R. SW	Now, on this 24 day of Adjust 1970, the F	recent in recular
COUNTY, wherein the said 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:  WHEREAS, the Cottonwood Creek  District in County County County County Oklahoma, proposes:  IN TO THE BOARD OF COUNTY COUNTY COUNTSSIONERS  OF Kingfisher COUNTY, OKLAHOMA  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  ITHAT the Board of County Commissioners cooperate with the said-Cohservancy District by the following grants and performances:  (1) Grant to the Cottonwood Creek Conservancy District, IT IS PROPOSED North/South road between sections 25 & 26-T. ISN-R. SW  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. ISN-R. SW	missioners of KINGFISHER County, Uklanoma, being F	resent in legular
County, wherein the said Conservancy District proposed that the Board of County Commissioners cooperate with the District in certain grants and performances as get 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 State OF COUNTY COUNTY RESOLUTION MINISTER COUNTY WHEREAS, the Cottomed Creek County, Oklahoma, proposes: 1970 MUSC 24 PH 3:08  TO THE BOARD OF COUNTY COMMISSIONERS  OF Kingfisher COUNTY, OKLAHOMA COKLAHOMA CO	Bession (CKXXDACIBUXXESINGGIXEBREIDIN) CONSIDERED the Prope	,sat 01 tile
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 STATE OF OKLAHOMA  WHEREAS, the Cottonwood Creek  WHEREAS, the Cottonwood Creek  OSTATE OF OKLAHOMA  OF KINGFISHER COUNTY  OKLAHOMA  OF KINGFISHER COUNTY  OKLAHOMA  ON A WASHBURN. CO. C.K.  Greetings:  In consideration of the benefits of the Flood Prevention operations of the Cottonwood Creek  County, which will accrue as flood waters are controlled with saker retard ing structure to be installed by said Conservancy District in Kingfisher  County, which will accrue as flood waters are controlled with the said Conservancy District by the following grants and performances:  (1) Grant to the Cottonwood Creek Conservancy District, IT IS PROPOSED North/South road between sections 25 & 26-T. 15N-R. 5W  All above flood prevention site #20 of the Cottonwood Creek Watershed  The Board of County Commissioners of Kingfisher County washes a feet on the cottonwood Creek Watershed  The Board of County Commissioners of Kingfisher County washes:  (1) to close the affected north/south road between sections 25 & 26-T. 15N-R. 5W  The Board of County Commissioners of Kingfisher County Watershed	COTTONWOOD CREEK Conservancy District of Kind	that the Board of
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:  WHEREAS, the Cottonwood Creek  WHEREAS, the Cottonwood Creek  County, Oklahoma, proposes:  In consideration of County Commissioners  OF Kingfisher COUNTY, OKLAHOMA  OF Kingfisher COUNTY, OKLAHOMA  OF Kingfisher COUNTY, OKLAHOMA  OF Kingfisher COUNTY, OKLAHOMA  OF Kingfisher County, which will accrue as flood waters are controlled with a water retarding structure to be installed by said Conservancy District, IT Is PROFOGED 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, IT Is PROFOGED THAT the Board of County Commissioners cooperate with the said Conservancy North/South road between sections 25 & 26-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	County, wherein the said Conservancy District proposed to	nat the board of
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:  WHEREAS, the Cottonwood Creek  WHEREAS, the Cottonwood Creek  TO THE BOARD OF COUNTY COMMISSIONERS  OF Kingfisher COUNTY, OKLAHOMA  OF Kingfisher COUNTY, OKLAHOMA  OF Kingfisher COUNTY, OKLAHOMA  OF Kingfisher COUNTY, OKLAHOMA  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 District by the following grants and performances:  (1) Grant to the Cottonwood Creek Conservancy District, IT IS PROPOSED District by the following grants and performances:  (1) Grant to the Cottonwood Creek Conservancy District, the cightry and East/West road between sections 25 & 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	County Commissioners cooperate with the District in cert	eain grants and per-
proposal which will accrue and benefit said District, and Ringfisher 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 resolution being as follows, to-wit:  RESOLUTION RESOLUTION RECORDS CONSERVANCY  WHEREAS, the Cottonwood Creek County, Oklahoma, proposes: 1970 RUG 24 PM 3:08  TO THE BOARD OF COUNTY COMMISSIONERS  OF Kingfisher COUNTY, OKLAHOMA CONSERVANCY  Greetings:  In consideration of the benefits of the Flood Prevention operations of the Cottonwood Creek Conservancy District in Ringfisher  County, which will accrue as flood waters are controlled with a water retard ing 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 righty and East/West road between sections 25 & 26-T. ISN-R. SW  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. ISN-R.SW	formances as set out in the resolution hereinafter set i	cortn.
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	proposal which will accrue and benefit said District, are County, and the flood prevention protection to the publication regularly moved and seconded that said resolution	ic in the community, be adopted. Said
Clerk was directed to put his seal thereon and spread same of record, said resolution being as follows, to-wit:  RESOLUTION  R	motion was put to a vote and carried analimousty, and the	same and the County
resolution being as follows, to-wit:  RESOLUTION  WHEREAS, the Cottomwood Creek District in Kinefisher County, Oklahoma, proposes: 1970 AUG 24 PN 3:08  TO THE BOARD OF COUNTY COMMISSIONERS OF Kinefisher COUNTY, OKLAHOMA OK 415 PAGE 324  ON A. WASHBURN, CO. CLK.  Greetings:  In consideration of the benefits of the Flood Prevention operations of the Cottomwood Creek Conservancy District in Kinefisher County, which will accrue as flood waters are controlled with a water retard ing 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 Righty:  North/South road between sections 25 & 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  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	Board of County Commissioners was directed to sign the	ame of record: said
WHEREAS, the Cottonwood Creek County, Oklahoma, proposes: 1970 RUG 24 PM 3: 08 TO THE BOARD OF COUNTY COMMISSIONERS OF Kingfisher COUNTY, OKLAHOMA OF Kingfisher COUNTY, OKLAHOMA OF COUNTY, OKLAHOMA  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 righty of inundate a section of county highway described as follows, Description:  North/South road between sections 25 & 26-T. 15N-R. 5W  Detween 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  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	Clerk was directed to put his seal thereon and spread st	ATE OF OKLAHOMA
The Board of County Commissioners of Kingfisher County, OKLAHOMA  OK Kingfisher County, OKLAHOMA  OK A WASHBURN. CO. CLK.  BY MR. MASHBURN. CO. CLK.  BY MR. WASHBURN. CO. CLK.  BY MR. MASHBURN. CO. CLK.  Kingfisher  County, which will accrue as flood waters are controlled with a water retard ing 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.  North/South road between sections 25 & 26-T. 15N-R. 5W  All above flood preventions 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	resolution being as follows, to-with	NOFISHER COUNTY
The Board of County Commissioners of Kingfisher County, OKLAHOMA  OK A WASHBURN. CO. CLK.  BY MIN. A WASHBURN. CO. CLK.  Kingfisher  County, which will accrue as flood waters are controlled with a water retard ing 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 righty:  North/South road between sections 25 & 26-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	RESULUTION RE	COMPED Conservancy
The Board of County Commissioners of Kingfisher County, OKLAHOMA  OK A WASHBURN. CO. CLK.  BY MIN. A WASHBURN. CO. CLK.  Kingfisher  County, which will accrue as flood waters are controlled with a water retard ing 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 righty:  North/South road between sections 25 & 26-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	WHEREAS, the Cottonwood Creek	Julic 37 BH 3, UB
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 retard ing 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 rights to inundate a section of county highway described as follows, Description:  North/South road between sections 25 & 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	District in Kingfisher—Country, Orientalia, proposition 13/1	1 RUU ZW 1 R 3. UU
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Ing structure to be installed by said Conservancy District. IT is provided.  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 rights 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	county which will accrue as flood waters are controlled	O Alfii a Marer lecord
THAT the Board of County Commissioners cooperate with the said-Congervancy.  District by the following grants and performances:  (1) Grant to the Cottonwood Creek Conservancy District, the rights 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	ing structure to be installed by said Conservancy Distr.	ict, IT IS PROPOSED
Conservancy District, the rights 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 36 & 25-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	THAT the Board of County Commissioners cooperate with the	he said Conservancy
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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	D. C.	in a said the brighter
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	(1) Grant to the Cottonwood Creek Conservancy D	llows Description:
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	to inundate a section of county highway described as to	
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		15.25
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		The state of the s
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		
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	All above flood prevention site #20 of the Cottonwood Cre	ek Watershed
agrees: (1) to close the affected north/south road between sections 25 & 26-T.15N-R.5W		
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agrees: (1) to close the affected north/south road between sections 25 & 26-T.15N-R.5W	The Peard of County Commissioners of Kingfisher	County
	agrees. (1) to close the affected north/south road between section	
	SOLOMON ABSTRACT CO., Bonded Abstracters Number	Kingfisher, Oklahoma

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STATE OF GREAHOMA KINGTISTER COURTY

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SHER COUNTY SHER

KINGFISHER COUNTY ..

STATE OF OKLAHOMA

ONG WESTERN, INC., a corporation,

Plaintiff,

vs.

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

Defendants.

No. C-73-112

## 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 Quant, 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.

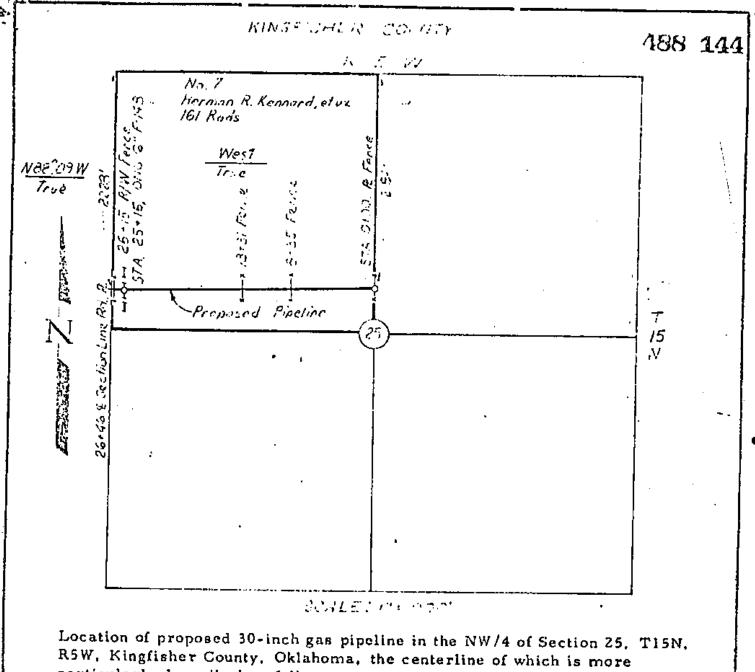
We further report in accordance with said order of appointment that it is necessary for the plaintiff to locate and install a 30-inch pipeline across the lands and to obtain a permanent easement 50 feet in width for a distance of 161 rods and a temporary easement 8 feet in width along both sides of the 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 $\$ \frac{4836}{}$
	IN WITNESS WHEREOF, we have hereunto set our hands on this $3c$ day of $6cq$ , 1973.
ľ	COMMISSIONERS' FEES:
	\$ 30.00 wayned Francist
	\$ 30,00 Rupus A Woold
	\$3000 Current Sitt Counts
	Commissioners
	Who Northwest Overtor (NW/A) of

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

Conduct Rivery, Lourd Clock, in and for Declinhor Country Oracloma, so hereby not fly that the above one errorder is a now on file and or record in my office at Kingtisher, Oldchond, in testimony who record in my office at Kingtisher, Oldchond, my oraclul sear also makes the record in the hereung sea my hand and Manada My oraclul sear also makes the clock.

By DEADYS BY ITS FOR Clock



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 CNO WESTERN. INC. FROMOLEU AM SAN PIPELINE WILLIAMS BROTHERS ENGINEERING COMPANY CROS AND FACE EATY OF \_\_\_\_\_ っぽん アマン・バー・ごうきゅん A Resource Sciences company CHI RGM. Date 6-15-73 App Æ 🔑 3 14. TULSA, OKLAHOMA Joh 2179 M - CP - 35

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

ONG WESTERN, INC.,

Plaintiff,

ve

No. C-73-112

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

Defendants.

## FINAL ORDER

Now on this // 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 day of fentily 4, 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

Kinglisher County, Oklahoma

FEB 1 1 1974

CUROVS RIVERS, CT. CLERK-

APPROVED AS TO FORM:

HUFFMAN, ARRINGTON, SCHEURICH & KIHLE

By Michael V. Spyder

Attorneys for Plaintiff

MILLER, BROCKETT AND GRANGER

By B. (y. Brockett

Attorneys for Defendants

Number 144

Kingfisher, Oklahoma

BOOK

PAGE

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RIGHT-OF-WAY EASEMENT

STATE OF OKLAHOMA

COUNTY OF KINGFISHER

REGISTER OF DEEDS 2006 SEP 11 P 12: 21

STATE OF OKLAHOMA KINGFISHER COUNTY RECORDED OR FILED

CONTINENTAL LAND RESOURCES, LLC P. D. BOX 2170 FEMOND, OKLAHOMA 7308?

SK 103 PAGE 64 JULY GREILNER COUNTY GLERK

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BY\_\_DEPUTY

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. 5th 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, 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 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).

me(s). 53400 Deklu-ドラーサフィ 55417 WILLIAM ギイィ

SOLOMON ABSTRACT CO., Bonded Abstracters

Company

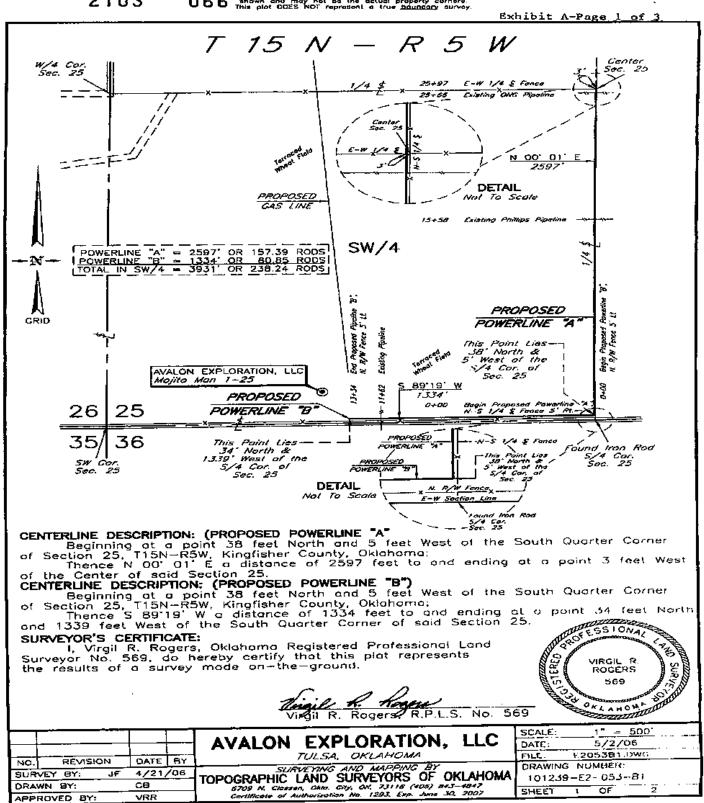
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Kingfisher, Oklahoma

Grantee makes no representations, warrantie oral except those expressed herein, and no contrac make any such agreements or modifications to the te	tor, representative or agent is a rms of this easement.	BOK TOPAGE
WITNESS THE EXECUTION HEREOF the	30 day of February 2006	103 065
X Derman Lannad Herman R. Kennard, Trustee		
SS #:	SS #.	<del></del>
INDIVIDUAL ACKNO	WLEDGMENT	
STATE OF OKLAHOMA		
COUNTY OF OKlahoma )		
Before me, the undersigned, a Notary Publication day of Learn 2006, personally approximately acknowledged to me that heexecuted the same as his and purposes therein set forth, in the capacity stated	sfree and voluntary act and deed	
My Commission Expires:  DAVID W. BOLTON Hotay Public in and for the Oran of Communication Bay Commission 1981/2009  Bay Commission supplies 2/81/2009	Notary Public	<del></del>
JOINT ACKNOWI	EDGMENT	
State of OKLAHOMA		
County of )		
Before me, the undersigned, a Notary Publiday of 2006, persona wife, to me known to be the identical persons who eand acknowledged to me that they executed the same the uses and purposes therein set forth.	lly appearedand	ng instrument
My Commission Expires:		
	Notary	Public

BOOK 2103 PAGEnd ties and toetages shown on this plat are from lines of accupation from a survey made on—the—ground and/or bearings and distances from the General Lond Office Plat of the grad shown and may not be the actual property corners. This plot DGES NOT represent a true naumany survey.



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## Page 3 of 3 PAG BOOK 061 2103 Center of Sec. 25 W/4 Cor. of Sec. 25 Š Pipeline ₽ PROPOSED GAS & WATER Bagin Proposed Pipo of Pod Areo, Finc. 1. 5 8917' LT. Fence, Finc. Cor. 10 Passible Existing Pip Par. Line (Under Co. Road. £ 4. 東心翼 15+92 15+92 15+92 16+92 16+20 16+20 2+31 4 3 M 'n. SW/4 TOTAL IN THE SW/4 = 1632' or 98.91 Rods GRID PROPOSED GAS & WATER PIPELINE-AVALON EXPLORATION, INC. 501'25'E Mojito Mon #1-25 10 Pad Artio 26 \$24°50'€ 5W Cor. of Sec. 25 NOTE: The blog and feetages 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 stown and may not be the actual property corner. This plot DOES NOT represent a true knundary 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 Wost of the South Quarter Corner of said Section 25. ESSION4 SURVEYOR'S CERTIFICATE: VIRCIL R ROGERS I, Virgil R. Rogers. Oklohomo 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, R.P.L.S. No. 569 569 OK LAHOMA SCALE: AVALON EXPLORATION, DATE: 8/14/2006 FILE G206381.dwg REVISION DATE BY NO. TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Charson, Oklo. City, OK. 73116 (405) 843-4847 Certificate of Authorization No. 1283. Exp. June 30. 2007 DRAWING NUMBER: SURVEY BY: 8/8/06 101239-G2-063-B1 DRAWN BY: CC SHEET OF APPROVED BY: VR

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SOLOMON ABSTRACT CO., Bonded Abstracters

NOTE

The ties and teetages shown in 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 plot DOES NOT represent a true houndary survey. Exhibit A-Page 2 of 3 PAGE 96815 1/2" Iron Rod N/4 Cor. Sec. 25 POSITION EXPLORATION, (P) - This Point Lies 38'South & 960' East of th NW Cor. of of the Sec. 25 Existing OneOk Pil TOTAL IN NW/4 = 4292 OR 260.12 RODS DETAIL 2595 To Scale NW/4 PROPOSED POWERLINE "A PROPOSED GAS LINE 71 Existing OneOk Pipeline Existing OneOk Pipelina DETAIL Not To Scale E-W 1/4 5 Fance -Canter 25 Sec. End Proposed PROFESSIONAL VIRGIL R. ROGERS 569

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 o distance of 2595 feet;

Thence S 89°23' W a distance of 1697 feet to and ending at a point 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 Section 25 said Section 25.

SURVEYOR'S CERTIFICATE:

1, 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, R.P.L.S. No. 569 CAHONA SCALE: AVALON EXPLORATION, LLC 5/2/06 DATE: E2053B2.0W0 TULSA, OKLAHOMA FILE DATE BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6709 N. Classen, Okla. City, Ok. 73116 (405) 843-4847
Cardificate of Authorization No. 1293, Exp. June 30, 2007 REVISION DRAWING NUMBER: 101239-E2-053-B2 SURVEY BY: 4/21/06 DRAWN BY: ce SHEET 2 VRR APPROVED BY:

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## 3930 PIPELINE RIGHT-OF-WAY EASEMENT

CONTINENTAL SAMP RESOURCES

19.

BOOK

PAGE

STATE OF OKLAHOMA )

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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 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 KingfisherCounty, 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.

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REGISTER SERVICES OF THE SERVI

STATE OF OKLAHOMA KINGFISHER COUNTY RECORDED OR FILED

2006 SEP 11 P 12: 22

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JUDY GRELLHER
COUNTY CLERK

BY \_\_\_\_ DEPUTY

Number

42

PAGE BOOK 070 2103 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 Fed I.D. # or SS#: INDIVIDUAL ACKNOWLEDGMENT STATE OF OK lahoma COUNTY OF OKlohoma Before me, the undersigned, a Notary Public, in and for said County and State, on this day of April, 2004, personally appeared Helman R. Hennay, Tree 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

**Notary Public** 

, husband and wife, to me known to be the identical persons

My Commission Expires:

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

day of April, 2004, personally appeared

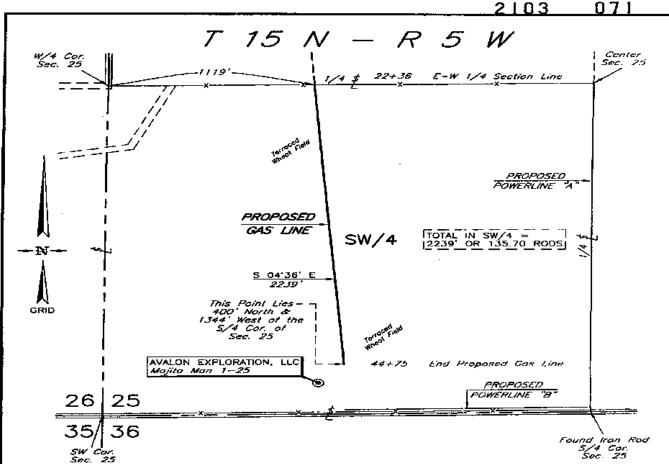
Before me, the undersigned, a Notary Public, in and for said County and State, on this

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.

EXHIBIT A - PAGE 1 OF 2

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The lies and foologas shown on this plot are from lines or coupetton from a survey made on-the-ground and/or bearing distances from the Concret Land Office Plot of the are shown and may not be the actual property corners. This plot DOES NOT represent a live 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:

1, 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.

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

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NQ.	REVISION		DATE	BY	L
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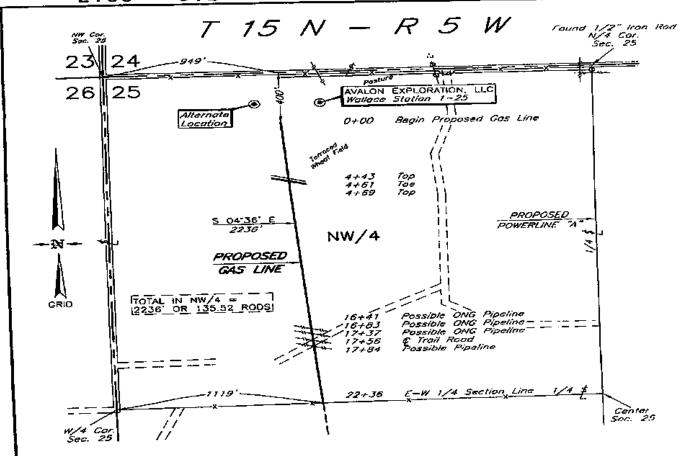
AVALON EXPLORATION, TULSA, OKLAHOMA

TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6709 N. Classen, Okla. City, Ok. 73116 (405) 643-4847
Cartificate of Authorisation No. 1293, Exp. June 30, 2007

FII ĐΕ 101239-G2-053-84 SHEEF 2 OF 2

EXHIBIT A - PAGE 2 OF 2 PAGE BOOK

072 2103



NOTE:

ties and toologes shown on this plot are from lines of solitan from a survey made on—the—ground ond/or booris distances from the General Land Offline Plot of the are shown and may not be the actual property corners.

This plot DOCS 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 Beginning at a point 400 feet South and 949 feet East of the Northwest Corner of Section 25, T15N-R5W, Kingfisher County, Oklahama.

Thence S 04:36' E a distance of 2236 feet to and ending at a point 1119 feat of the West Quarter Corner of said Section 25.

SURVEYOR'S CERTIFICATE:

1, Virgii R. Rogers, Oklahama Registered Professional Land
1, Virgii R. Rogers, Oklahama Registered Professional Land
Surveyor No. 569, do hereby certify that this plat represents

the results of a survey made on—the—ground.

R.P.L.S No. 569 R. Rogers SCALE: EXPLORATION, 5/2/06 DATE: FILE:

AVALON G2053B3.0WG TULSA, OKLAHOMA TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
8709 N. Classon, Onto. City. OK. 73118 (405) 843-4847
Gertificate of Authorization No. 1293, Exp. June 30, 2007 DRAWING NUMBER DATE BY REVISION 101239-G2--O53- B3 NO. SURVEY BY: 4/21/06 2 ᇬ СВ SHEET 1 DRAWN BY: APPROVED BY: VRR

569

BOOK

PAGE

PIPELINE RIGHT-OF-WAY EASEMENT

STATE OF DKLAHOMA KINGFISHER COUNTY RECORDED OR FILED

2162 238

STATE OF OKLAHOMA

COUNTY OF Kingfisher ) 2001 AUG 10 🟳 12: 35

REGISTER OF

KNOW ALL MEN BY THESE PRESENTS:

Kennard Living Trust, 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., whos address is, 7130 S. Lewis, Stc. 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 #8 maintaining said facilities and the right of removal; or replacement of the same with same size pipe. JB Further, grantee shall not cut fences and/or driveways. In oul of Chop and of Land of an age occupant of Line, grantee shall not cut fences and/or driveways. In oul of Chop and of Land of an age occupant of Line, grantee shall pay such damage to Remadiate to original conditor.

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 casements 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

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 Coshion-P718-

2162 239

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.

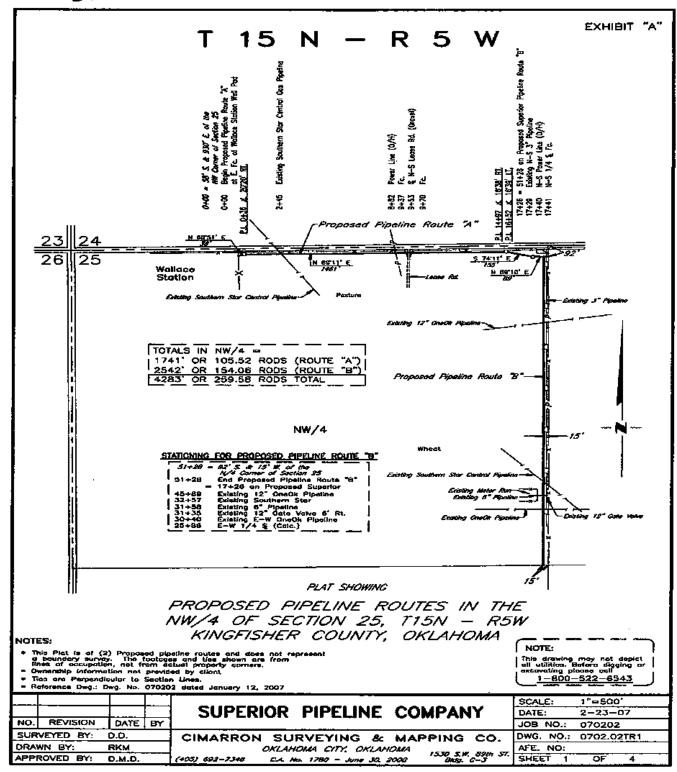
WITNESS THE EXECUTION HEREOF th	e <u>19</u> day of <u>July</u> , 2007.
W. OK. OU W	Tari Buda
Herman R. Kennard, Jr. Co-Trustee Nam	Lu Brady, Co-Trustee
	· · · · · · · · · · · · · · · · · · ·
Frami Lea Deltov	
Jimmie Lea Bolton, Co-Trustee	
INDIVIDUAL ACK	NOWLEDGMENT
STATE OF Oklahoma	
COUNTY OF Otlahon	
Before me, the undersigned, a Notary Publi day of	ton. Co-Trustees to me known to be the identical rument and acknowledged to me that they executed
My Commission Expires:	MATRIA, MARIE LA
- 11/07/10	Llin Later Public OF OTHER
JOINT ACKNO	WLEDGMENT
State of Oklahoma	
County of	
<del>-</del>	c, in and for said County and State, on this  eared and, husband and wife, to me  uted the within and foregoing instrument and s their free and voluntary act and deed for the uses
My Commission Expires:	
When Recorded Maii Fo:  Name: Ontinerto Gno Address: Do Bax 2170 City: Earnord State: Ox. 13003	Notary Public

BOOK

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BOOK

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# 004646 SURFACE AND UNDERGROUND STORAGE EASEMENT

day of LUCEM/ILV, 2010, THIS AGREEMENT, made and entered into as of the 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 abovedescribed 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

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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.

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BOOK PAGE 2375 113

- 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.

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Nan Brady

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### Acknowledgment

) §

STATE	OF OK	LAF	IOMA	
	1			

COUNTY OF OKLA homos

My Commission Expires: 100.7.

My Commission Number: 0009 1009

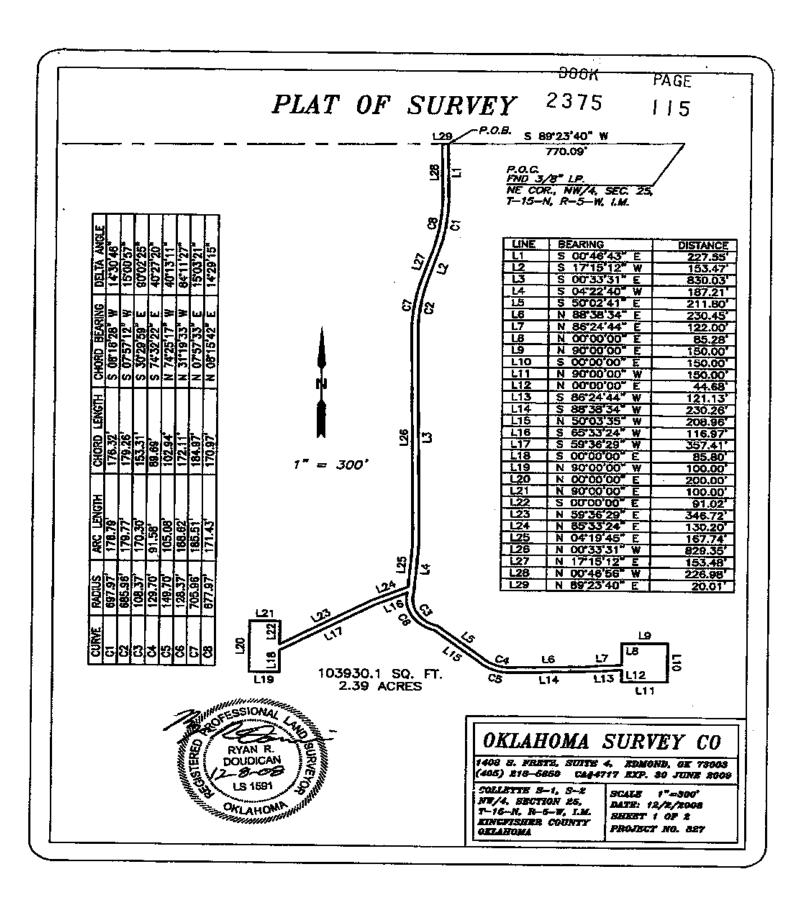
STATE OF DILLAHOMA KINGFISHER COUNTY RECORDED OR FILED

2010 DEC 21 P 4: 05

REGISTER OF DEEDS &

JUDY GRELLNER COUNTY CLERK

**{\$187517;}** 



BOOK

PAGE

2375

116 PLAT OF SURVEY

## LECAL 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 0876'28" W, a chord length of 176.32'; Thence S 1775'12" 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" E a distance of 100.00 feet;
Thence N 90"00"00" E a distance of 100.00 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 5930 29 E a distance of 340.72 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 1715'12" 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 in 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.





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

## OKLAHOMA SURVEY CO

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

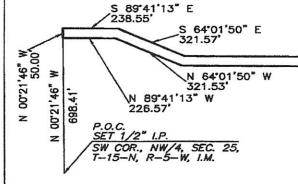
COLLETTE S-1, S-2 NW/4, SECTION 25, T-15-N, R-5-W, I.M. EINGFISHER COUNTY OBLAHOMA

SCALE 1"=300' DATE: 12/1/2008 SHEET 2 OF 2 PROJECT NO. 827

BOOK

## PLAT OF SURVEY





S 89'36'27" E 2124.56'

N 89'36'27" W 2136.27

134226.4 SQ. FT. 3.08 ACRES

00°01°10° 50.00

1'' = 400'

## TEGAL 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

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.

## OKLAHOMA SURVEY CO

1408 S. FRETZ, SUITE 4, EDMOND, OK 73003 (405) 216-5850 CA\$4717 EXP. 30 JUNE 2009 (405) 216-5850

BOUNDARY SURVEY ONEOK SECTION 25. 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

1-2017-012994 Book 3078 Pg: 453 11/27/2017 12:21 pm Pg 0453-0454 Fee: \$ 15.00 Dec: \$ 0.00 Joannie Boavers - Kinglisher County Clerk State of Oklahoma (Westry Short)



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

#### **EASEMENT**

good and valuable co	nsideration, the rece	ipt whered	of is hereby ac	knowledged,	do hereby	, for . , grant unte
CIMARRON ELECTRIC	COOPERATIVE, an Ok	lahoma Co	operative Cor	oration, who	se post of	fice addres
is PO Box 299, Kingfis						
right to enter upon all						, Stat
ofOKLA	,Township_	15	, Range <u>_5</u> ,	Section	25	and mor
	as follows:					
particularly described	WA 14116 1121					

#### 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 service to or on said lands.	at the option of the Cooperativ	e, upon termination o
The undersigned covenant that they a said lands are free and clear of encumbrances	re the owners of the above-descr and liens of whatsoever charact	ibed lands and that the er except those held b
the following persons:		_
IN WITNESS WHEREOF, the undersigned have s	et their hands and seals this	1 day of pat
NAN BRADY	<del></del>	
Man Brade	<del></del>	
STATE OF OK IN MONTO County of OK	in the year of 20	before me, th
undersigned a Notary Public in and for the Sta	te ou TACTION A TAL III abbeau	eu .
Known to me to the person(s) whose na	me is/are subscribed to the	within instrument an
acknowledged to me that he/she executed the	same, IN TESTIMONY WHEREOF	, I have hereunto set m
hand and affixed my official seal the day and ye	ear in this certificate first above w	ritten.
HROCK TOWN		
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I-2017-012994 Book 3078 Pg: 454 11/27/2017 12:21 pm Pg 0453-0454 Fee: \$ 15.00 Doc \$ 0.00 Jeannie Boavers - Kinglisher County Clerk State of Oklahoma

EXHIBIT A

I-2017-004847 Book 3014 Pg; 231 05/01/2017 2:09 pm Pg 0231-0231 Fee: \$13.00 Doc; \$0.00 Jesnete Bosevers - Kingfisher County Clark State of Oktobroms

#### SPECIAL/LIMITED WARRANTY DEED

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,

Number

					,									
THIS	AGREMENT,	made	and	entered	into	as	of	this	20	day	of	<u>July</u>	, 19 <u>60</u> ,	t
and	between	C. Par	ppe									*		

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 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)

WIEREAS, Oklahoma Natural desires to secure from Owner certain brase, gatement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into ceological 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 parifes hereto agree at follows:

1. Owner does hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the shove described property (including 

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 richt, privilege and experient in drill and install, maintain, renew, operate and remove at locations relected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appartenances as Oklahoma Natural may deem necessary or desirable therefor; to remove thereform all property placed in or un said land by Dalahoma 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 contraction 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 expira-tion herest under the same terms and conditions and for the same consideration, as are herein set forth for an additional (wenty-five (25) year period.

......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 ..........per year for the mineral interest in and to the shove-described property. On or before one year following the date of this agreement and annually thereafter, Oklahoma Natural shall pay or lender said "annual payments" to Owner or for Owner's credit in the ...........

Bank Kingfisher, Okla. or its inaccioust, which bank and its successors are Owner's agent and shall continue as the denository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership in said lend or in any payment to be under by Oklahoma Natural under the provisions of this agreement, each this agreement, regardless of changes of ownership in said lend or in any payment to be under by Oklahoma Natural under the provisions of this agreement, each this agreement, regardless of changes of ownership in said lend or in any payment to the rights, privileges, lease and easement granted to Oklahoma Natural hereby. Any "annual payment" thereafter due may be endered in the same manner until such time as all parties in interest join in a slipulation destination and expository. All payments or tenders may be made by Oklahoma Natural's check or draft and maided or delivered direct to Owner or he said deponitory or in 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 the successors in interest. It is agreed that the "annual payment" made and to be made here on the laries, devisees, exceptors and administrators of Owner and his successors in interest. It is agreed that the "annual payment" made and to he made here on the laries, the visces, exceptors and administrators of Owner and held to be full consideration and compensation to Owner for the rights, privileges, lease, executors and option granted Oklahoma Natural under the green only as otherwise expressly provided in this agreement. Peoples National

picnitoned herein. Owner hereby agrees to grant an entension of this Agreement for a Natural paying as rengal therefor the sum

4. Owner agreet that the drilling of any wells to the Barlesville Sand Formation for the introduction or extraction of gas by Okishoma 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, Okishoma 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 Okishoma Natural in exercising its rights and pristinges as set out herein.

6. Okishoma Natural shall hery and maintain all pipe lines two [2] feet or more below the surface and upon the removal or absolutionment of any of the facilities antimered hereinster shall restore the surface of said land as nearly as practicable to its original condition.

7. Obtainma Natural, in selecting the location for any of the above-ementioned storage wells shall refrain from drilling or placing said well at a procliner. Then 300 feet from any existing restitential dwelling unless Owner agrees, in writing, to the location at a letter distance.

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

the formula 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 hears to the whole and undivided fee simple estate.

undivided fee simple estate.

10. It is expressly agreed that Oklahoma Natural may release and relinquish its rights under this agreement upon the explication or any recewal thereof, or at any time Oklahoma Natural an dedires, and shall have the right to remove all property and improvements owned by Oklahoma Natural and placed on or in the allowe-division including the gas so stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartleaville 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 circle of agreement, then Oklahoma Natural shall have the right to produce the oil found one shall, in addition to the rental heretofore provided, deliver to the circle of agreement, then Oklahoma Natural shall have the right to produce the oil found on thall, in addition to the rental heretofore provided, deliver to the circle of agreement, then Oklahoma Natural shall have the right to got on the Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (%) part of all nil produced and agreement and countries 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 Bartlewille Sani 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 Sub-lined to exist the covenants that he has full and sufficient right, title and authority to enter-into and execute this agreement and that there are no

Subject to existing oil Lease. claims, or encumbrances against his interest in the above-described land except.

12. The perme, coverantly and conditions hereof shall be binding on the paries hereto, their heirs, suscentive and abtent, it is general that the paries hereto here any agreement in respect to the subject matter hereof not herein experienced.

ACCOUNTICLY, the barries here executed this Agreement as of the day and year first shorts writing.

Ack.#1. Date: July 20, 1960
Before: A. O. Elrod Notary Public, Kingfisher
County, Oklahoma.

Ack.#2. OKLAHOMA NATURAL GAS COMPANY

Ack.#1. C. PAPPE

Commission Expires: 11-5-63 (SEAL) By: C. C. INGRAM, Vice-President ATTEST: JOHN S. KOLSTED, ... Secy. Ack.#2..Date: September 12, 1960

Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma. (SEAL) Commission Expires: January 13, 1963 (SEAL) 

State of Oklahoma, Kingfisher County, ss: Filed for record Oct. 1, 1960 at 9:05 A.M. and recorded in Book 198, page 446.

GAS STORAGE AGREMENT \_\_\_\_, 19<u>60</u>, by THIS AGREMENT, made and entered into as of this 19 day of July and between Walter L. Collett and Oma Etta Collett, husband and wife. 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 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 WHEBEAS, Oblahama Natural desires to secure from Owner certain Irase, estement and other rights in, upon and under the showe-describest property for purpose of introducing natural gas into sectorized strate underlying said land for storage and to withdraw such gas from time to time for the exclusive use of shome Natural, all as more specifically hereinafter set forth; NOV, TREATERNE, he and in consideration of the centals, conditions, mutual promites and covenants berein contained, and for other good and valuable consideration, the parity 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 he entitled to) for a term of twenty-live (25) years ending 19, July the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and therein hy the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Barticsville Sand Formation at an approximate depth of 600 feet below the surface of the above-described property; to store gas in said reservoir and retain the postersion of us so stored as personal property; and in conjunction therewith, and with other exploratory operations inclides thereto, the further right, privilege and exercise the drill and install, maintain, renew, operate and remove at locations selected by Oklaboma Natural such wells, pipe lines, and other facilities, articipates, equipment and appurtenances as Oklaboma Natural may deem necessary or desirable therefort to remove thereform all property placed in or or will lead by Oklaboma 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 expira-tion 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 4. 5.00 \_\_\_\_\_per year, payable one year in advance, receipt of the first "annual payment" surface interest and \$ 5.00 .....per year for the mineral interest in and to the above-described property. On or before one the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner & CANANDER CONDUCTION CONTROL OF THE CONTROL OF TH At Cashion Old atoma

Atoma the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of...

Five and no/100

Natural posing as rental therefor the sum of Five and no/100 9). If owner owns a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the enastderation and payments provided for bernin shall be made to Owner, his assigners or successors in ownership, only in the proportion which the interest of Owner in the same hears to the whole and undivided fee simple estate.

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

11. It is further agreed that if Oklahama Natural encounters oil in paying quantities in said Bartlesville Sand Formation while distilling any well under this like it is further agreed that if Oklahama 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 Oklahama Natural may connect such oil well, the usual one-eighth (%) past of all oil produced and saved from the Owner, free of cost, in the pipe line to which Oklahama Natural may connect such oil well, the usual one-eighth (%) past of all oil produced and saved from the Owner, free of cost, in the pipe line to which Oklahama Natural may connect such oil well, the usual one-eighth (%) past of all oil produced, stored and extracted by Oklahama Natural from soil Bartlesville Sand Formation.

12. Owner warrants and covenants that he has full and sufficient right, title and authority to enter-into and secure this agreement and that there are no claims or encumbrances against his interest in the shove-described land except any oil and gas lease now in effect 19. The berns, correspondenced conditions herent shall be hinding on the parties hereto, their beins, successors and stained. It is agreed that no agent of though Natural has been given any atthinting to make any agreement in respect to the subject matter hereto not herein agreesed. ACCOUNTLY, the barties herete have exceeded this Agreement on of the day and year first shows writings WALTER L. COLLETT Ack.#l. Ack. #1. Date: July 19, 1960

Before: L. D. Leach, Notary Public, Kingfisher Co., Okla. OMA ETTA COLLETT Ack.#2. OKLAHOMA NATURAL GAS COMPANY Commission Expires: Dept. 10, 1963 (SEAL) By: C. C. INGRAM, Vice-Pres. Ack. #2. Date: September 12, 1960 ATTEST: JOHN S. KOLS Asst. Secy. (SEAL)

State of Oklahoma, Kingfisher County, ss: Filed for record Oct. 1, 1960 at 9:15 A.M. and recorded in Book 198, page 450. Fee \$2.00 BEULAH MAASS, COUNTY CLERK By: GRACE-ELISE FARRAR, Deputy (SEAL) 90

GAS STORAGE AGREMENT

	GAS STURAGE AGREMENT	
THIS	S AGREMENT, made and entered into as of this 16th day of August 1960, by	
and	between M. A. Robinson	
whea	ather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPA	NY
a De	elaware corporation. hereinafter referred to as "Oklahoma Natural". WITNESSETH: That	
WHER	REAS. Owner owns none of the surface and 20 acres interest in and to the minera	ls
in a	and under the following described property located in the County of Kingfisher, State	Q
	ahoma. to-wit: NW/4 25-T15N-R5W.	
~ 144		, -
Oklahoma No	CHEAS. Oblohoma Natural desires to secuse from Owner certain trate, estement and other rights in, upon and under the above-described property in of introducing natural and into geological trata underlying said land for storage and to willidraw such gas from time to lime for the exclusive use of datural, all as more specifically breignalize set forth.	t
NOW	V, THEREFORE, for and in consideration of the rentals, conditions, mutual promites and covenants berein contained, and for other good and valuable	
Consideration,	n, the parties hereto agree as follows: wher dues hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the above described property (including	•
any reversion	nary interest or after-acquired interest Owner may acquire or he entitled to) for a term of twenty-five (25) years ending 16. August	•
the tultwhitel	the exclusive right, privilege, lease and essement to explore for, extablish and operate a gas storage reservoir and project thereunder and thereon be then 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 relation the five so to the surface of the above-described property; and in conjunction therewish, and with other exploratory operations incident therein, the further right, privalent to the surface of the surface of the surface of the conjunction therewish, and with other exploratory operations incident therein, the further right, privalently the Objection will not surface the surface of the sur	٠.
besiterian of	it is drill and install, maintain, renew, operate and remove at incutions selected by Okiahoma Natural such wells, pipe fines, and other incutities	7
Inches of	quipment and appurtenances as Oklahoma natural may deem necessary of cessaries incretors to remove increasion an projectly placed in the second secon	4
CONSTRUCTION W	ally a day House brokes for the House of day to be conducted ou and ander rate may return and no my me arrange and the	
	HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to renew this agreement upon the expira under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-live (25) year period.    Althoral Natural shall pay Owner 2	
hoine broke	y acknowledged by Owner, the amount of said "annual payments" being computed on the basis of \$Noneper year for the	
surface intere	est and \$ 20.00 per year for the mineral interest in and to the above-described property. On or before one year following	4 .
	this agreement and annually thereafter, Oklahoma Natural shall pay or lender said "annual payments" to Owner XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
•	1009 Petroleum Building RAKOM Tulsa 3 - Oklahoma	
tor its suggest this autremen	1009 Petroleum Building  Note: Which look and his successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under the provision of this agreement, each and repartiless of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provision of this agreement, each and the ownership in said land or in any payment to be made by Oklahoma Natural under the provision of this agreement, each appropriate the provision of this agreement.	,
rach "minus!	is payment being in till payment of tental for the next ensuing year tor the rights, privately, tent and translation designating designating a new depoy	-
inty, All pays	payment teneration due may be tendered in the same manner dust and mailed or delivered direct to Owner or to said depository or its successory	: ,
ment, lint O	Althoma Natural thall be indebted to Owner for such payment and shall make such payment within staty (60) days after written notice from Owner althomas Natural thall be indebted to Owner for such payment and shall make such payment within staty (60) days after written notice from Owner although the manner provided above shall be binding	į
on the price	the bean in Owner or his soccessors in interest, the payments in interest. It is agreed that the "annual payments" made and to be made here	È
eury oblique in	yearn's or tenders may be maile by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to said departancy of its discount of the control of indications of the said of the said of the control of the said of the	ŧ
3. In	entioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of a period of the second of the Agreement for a period of the second of the sec	
the terms have	ing as reptal therefor the sum of Twenty and 00/100 (\$ 20.00 ) Dollar	
Natural payir	Wear annually annually	
4. Ow	year  where 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  on the structure of the strain of the Bartlesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done  on the strain of the st	<b>;</b>
S. In	her consideration except as provided in Paragraph 5 hereinstellow.  I milition to the payments otherwise provided for to this agreement, Oklahoma Natural shall pay Owner, his successors in interest or tenants, as their including to the payments of Oklahoma Natural in exercising its desired to may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its	•
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facilities auth	klatering Natural same party and maintain an party man and as nearly as practicable to its original condition.  In selecting the practice the surface of said land as nearly as practicable to its original condition.  Relationship to the location for any of the above-mentioned storage wells shall reliain from drilling or placing said well at a point close klabrana Natural, in selecting the location for any of the above-mentioned storage wells shall reliain from drilling or placing said well at a point close.	,
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at any lime (	Oklahoma Natural to devices, and shall have the fight to semove an improvements owned by Oklahoma	٠.
11. 60	hed Janil, Including the gas an alreed.  I to further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this is further agreed that if Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental hereloface provided, deliver to the credit oil here Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental hereloface provided, deliver to the credit of the credit of all oil produced and saved from the	
Owner, Iree	hen Oklahoma Natural shall have the right to produce the oil fritting and shall be received to be offered and saved from the offered, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (%) part of all nil produced and saved from the Oklahoma Natural. Nathing berrin contained shall require Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural.	:
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12. 0	neumberances exempt his interest in the above-described land except Subject to existing oil and gas lease or record	Į
	The seems, coverantly and conditions hereof shall be hinding on the parties hereto, their heirs, successors and assigns. It is agreed that no agent of Outa the seems, coverantly and adjunctive to make any agreement in respect to the subject matter hereof tool herein expressed.	<i>-</i>
Antonia Matural	DRIDINGLY, the barder herete here the separate in a second the separate in a second separate in the separate i	
	Date: August 16, 1960 Ack.#1. M. A. ROBINSON	
Ack•#1•		ſ
_	Tulsa County, Oklahoma By: C. C. INGRAM .Vice-Presi	
•		
Ack.#2.	Date:September 12, 1960 Asst. Secv. (SEAL)	
•	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, 1900 at 9:20 A.M. and recorded in Book 198, page 452 Fee.\$2.00	
	BEILAH MAASS. COUNTY CLERK. By: GRACE-ELISE FARRAR. Deputy (SMAL) 99	

GAS STORAGE AGREMENT THIS AGREMENT, 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) 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 None of the surface and See Relow interest in and to the minerals WHEREAS, Owner owns in and under the following described property located in the County of Kingfisher, State of Oklahoma. to-wit: 5 acre mineral interest in NW Section 25-15N-5W. (among other lands) WIEREAS, 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 promites and covenants herein contained, and for other good and valuable consideration, the parties berein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Okiahoma 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 Iwenty-five (25) years ending ...... September 13. TO HAVE AND TO HOLD the same unto Oklahoma Natural, its successors and assigns, with the right and option to conce this agreement upon the empira-heing hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of 8. none\_\_\_\_\_\_per year for the surface interest and \$ 14.00\_ ......per year for the mineral interest in and to the shove-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

It increases, which hank not its successors are Owner's agent and shall continue as the depository of any and all sums payeble by Oktahoma Natural under this agreement, recartless of changes of ownership in said land or in any payment is the made by Oktahoma Natural under this agreement, recartless of changes of ownership in said land or in any payment is the made by Oktahoma Natural under the provisions of this agreement, reach such "manual payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and exceeding the continue as all parties in interest join in a stipulation designating a new depository. All payments or tenders may be made by Oktahoma Natural's check or draft and mailed or delivered direct to Owner or in said depository or its uncessors. Oktahoma Natural's failure to make payment or tender of any "manual payment", when due, shall not operate to terminate or impair any provision of this agreement, in Oktahoma Natural shall be indicated to Owner for its the payment and shall make such payment within slaty (80) 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 shave shall be binding on the him, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payment" made and to be made here-timely the devisees, executors and administrators of Owner and his successors in interests it is agreed that the "annual payment" in the manner provided shave shall be binding on the high, devisees, executors and option granted Oktahoma Natural under this agreement, except only at otherwise expressly provided in this agreement.

\*\*EXEMPLICATION DEVISION ORDANOM NATURAL NATURAL SECRETARY OF ACCESSION ORDANOM ORDANOM NATURAL SECRETARY OF ACCESSION ORDANOM No de la production de 4. Owner agrees that the drilling of any wells to the Barliersville Sand formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration cacego as provided in Paragraph Shereinheldw.

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 provingers as set out betech.

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 antineased becaused the residence 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 retrain 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 excluding themselves the storage of the storage of the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation. ville 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 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 9. If owner owns a less interest in said payments provided for the proportion which the interest of Owner in the same hears to the whole and herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same hears to the whole and undivided fee simple estate.

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

11. It is further agreed that if Okinhoma Natural and Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this netwerment, then Okinhoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretafore provided, deliver to the credit of Owner, free of cost, in the pipe line to which Okinhoma Natural may connect such oil well, the usual one-eighth (%) part of all oil produced and saved from the Owner, free of cost, in the pipe line to which Okinhoma Natural was connect such oil well, the usual one-eighth (%) part of all oil produced and extracted by Okinhoma Natural Natural. Nothing herein contained shall require Okinhoma Natural to pay any regulates on any gas produced, stored and extracted by Okinhoma Natural form sold 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 undivided fee simple estate, 10, 1t (s expressly ( claims of encumbrances against his interest in the above-described land accept Existing oil and gas lease now producing. 12. The perms, covered yours conditions hereof shall be bloding on the parties hereto, their helm, successors and assigns, it is agreed that no agent of Ostas-horse Natural has been given any agreement in respect to the subject matter herebi not herein expressed. ACCORDINGLY, the bartly herete have enceuted this Agreement as of the day and year first above writings. R. A. FRAKES Ack.#l. Date: September 13, 1960

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
REHLAH MAASS, County Clerk BY: GRACE-ELISE FARRAR, Deputy (SEAL) 100

Ack.#2.

E. M. FRAKES

OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President

Attest: JOHN S. KOLSTED, Asst. Secy.

Before: A. O. Elrod, Notary Public, Kingfisher County, Oklahoma. Ack. Commission Expires: 11-5-63 (SEAL)

Ack.#2:

GAS STORAGE AGREMENT THIS AGREMENT, made and entered into as of this \_\_5th\_ day of \_\_Angust\_\_\_\_\_, 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) WILEREAS, 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 intenducing natural gas into geological strain 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 obsideration, the parties herein agree as follows:

1. Owner three hereby grant, convey, let and warrant unto Oklahoma Natural, its successors and assigns in respect to the shove 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...... 

found at an approximate depth of 6600 feet below the surface of the above-described property; to store as in said reservoir and retain the postersion of gas so stared as personal property; and in conjunction therewith, and with other explanatory operations inclient thereto, the further right, privilege and gavement to defil and install, maintain, renew, operate and remove at locations selected by Okiahoma Natural such wells, pipe lines, and other facilities, structures, equipment and appurtenances as Okiahoma Natural may deem necessary or destrable therefor; to remove thereform all property placed in or an said land by Okiahoma Natural, including well eating; 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 Oklahama Natural, its successors and assigns, with the right and option to renew this agreement upon the exploration between under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-five (25) year period.

the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner 2000 Constitution Constitution of this agreement, and the successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, expandities of changes of ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each 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 said "annual payment" thereoffer due may be rendered in the same manner until such time as all parties in Interest join in a slipulation destinating a new depositury. All payments or tenders may be made by Oklahoma Natural's check or draft and moiled or delivered direct to Owner or to said depository or its uncersaons. 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's failure to make payment or tender of asid "annual payment" in the manner provision of this agreement, when deeth of Owner or bit successors in interest, the payment or tender of asid "annual payment" in the manner provision and estimatistators of Owner and his successors in interest. It is agreed that the "annual payments" made and in he made herewish payment of 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 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 ander this agreement, except only as otherwise expressly provided in this agreement.

2. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the p

Natural paying as rental therefor the sum of Forty and 00/100 ----\_(\$\_\_4Q\_0Q\_\_\_\_\_\_) Dollars

VEAT payable annually in advance.

4. Owner agreet 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 expective interests may appear, all damages to growing crops 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 beresuled shall restore the surface of said land as nearly as practicable to its original condition.

7. Oklahoma Natural, in selecting the incation 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 leaser 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 earlieded therefrom, and that in such subsequent lease there shall be loserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville Sand Formation.

D. 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 assigned or successors in ownership, only in the proportion which the interest of Owner in the same hears to the whole and

herein shall be made to Owner, his assigness or successors in ownership, only in the proportion which the interest of Owner in the latter flow and undivided fee simple extende.

10. It is capterestly 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 designer, and shall have the right to remove all property and improvements owned by Oklahoma Natural and piaced on or in the above-devented load, 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 (W) part of all oil produced and saved from the Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (W) part of all oil produced and saved from the Owner, free of cost, in the pipe line to which Oklahoma Natural from the Owner, free of cost, in the pipe line to contained shall require Oklahoma Natural to pay any populates on any gas produced, stored and extracted by Oklahoma Natural from said Bartlevelle 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 Supplied to extract the contained that there are no Supplied to extract the contained that there are no Supplied to extract the contained that there are no Supplied to extract the contained that there are no Supplied to extract the contained that there are no supplied to the contained that the contained that there are no supplied to the contained that the contained that there are no supplied to the contained to the contained to

Subject to existing oil and gas lease claims, or encumbrances against his interest in the above-described land except.....

record and now producing.

12. The berns, covered and conditions hereof shall be blinding on the parties hereto, their heirs, successors and assigns, it is agreed that no agent phones have given any attendity to make any agreement in respect to the subject matter herein appreciated. ACCOUNTY, the hardy herete have exceeded this Agreement as of the day and year first above writing. Ack.#1. HARRY CROSBY Ack.#L. Date: September 23, 1960 RANDLYN FRANK Before: Betty Gay, Notary Public, San Deigo County, California Commission Expires: June 30, 1964 (SEAL) HAROLD CROSBY Ack.#2. OKLAHOMA NATURAL GAS COMPANY Ack.#2.

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

GAS STORAGE AGREMENT

	THIS AGREMENT, made and entered into as of this 23rd day of September, 1960, by and between E. P. and Esther B. Hoyle
<b></b> .	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 sirats underlying and land for storage and to withdraw such gas from time to time for the eachstive use of Oklahoma Natural, all as more specifically hereinafter set forth;
••	NOW, THEREFORE, for and in consideration of the rentals, conditions, missual 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 Ohiahama Natural, its successors and assigns in respect to the above described property (including 23 September
	ony reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 23 September  10 85.  10 10 10 10 10 10 10 10 10 10 10 10 10 1
<u>.</u> .	found at an approximate depth of
	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 expira-
:	2. Oklahoma Natural shall pay Owner 9 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 3. 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 grater and Control of the Control o
	or it successers, which bank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Ohlahoma Natural under this extrement, regardless of changes of ownership in said land or in any payment to be made by Ohlahoma Natural under the provisions of this agreement, each such "annual payment" living 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" therefore the may be tendered in the same manner until such time as all parties in interest join in a stipulation designation of enclosionery. All payments or tenders may be made by Ohlahoma Natural's check or draft and maided or delivered direct to Owner or its 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 indicated to Owner for such payments and shall make such payment within sixty (60) days after written ontice from Owner. Notwithstamiling the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided shows shall be founded to be made here 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.
	the serms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 prent, again Oklahoma.  Natural paying as rental therefor the sum of Ten and 00/100.  [3 10:00] Dollars
:	4. Owner agrees that the drilling of any wells to the Intilesville Sand Formation for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 bereinhelms.  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
	6. Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or anangonment in 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 sturage 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 thereform, and that in such subsequent lease there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville.
	ville 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 for simple estate.  10. It is expressly agreed that Oklahama Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahama Natural so desires, and shall have the right to remove all property and improvements owned by Oklahama Natural and placed on or in the
	altore-discribed land, including the gas an anneal.  11. It is further opered both 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 herecolory 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 (%) part of all nil produced and saved from the premises by Oklahoma Natural. Spithing herein contained shall sequire Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural.
٠	house Natural from tald Dartheville 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 of encumbrances against his interest in the above-described land except. Subject to the existing oil and gas lease of
•	record and now producing
. ;	Christian Majurali had sheen given any suincerty to make any agreement to the semples to the sem
<u>رُيُّ ،</u>	* ACCOUNTINGLY, the bardly beente have excepted this Agreement as of the day and year first above writing.  Ack. #L. E. P. HOYLE  ACK. #L. E. P. HOYLE
Ċ	Before: Helen M. Gleshill, Notary Public, FSTHER B. HOYLE Cortland County, New York Ack.#2. OKLAHOMA NATURAL BAS COMPANY
1	
AC.	k.#2. Date:October 17, 1960  Before: Alice DeVoy, Notary Public, Tulsa Co., Okla. (SEAL)  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.

GAS STORAGE AGREMENT THIS AGREMENT, made and entered into as of this 23rd day of September, 1960, by and between Nellie Hannah Catron 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 5 acres interest in and to the minerals in and under the following described property located in the County of Kingfisher, State of NW/4 of Section 25, Township 15N, Range 5 W. WIFERFAS, Oxiohoma Natural desires to secure from Owner certain lease, enterment 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 Oxiohoma Natural, all as more specifically hereinalter set forth; NOW, THEREFORE, for and in consideration of the sentals, conditions, mutual promites 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 tespect to the above described property (including any reversionary interest or efter-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending 23 September found at an approximate depth of 6600 feet below the surface of the shove-described property to store gas in said retervoir and retain the purervion of gas so stared as personal property; and in confunction therewith, and with other explanatory operations incident thereto, the further right, privilege and resement to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, structures, ergulpment and appurtenences as Oklahoma Natural may deem necessary or desirable therefor; to remove thereform 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 narcement upon the capita-tion hereid under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-live (25) year period. 2. Oklahoma Natural shall pay Owner 8. 5.00 \_\_\_\_\_\_per year, payable one year in advance, receipt of the first "annual payment" heing hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of 3 \_\_\_\_\_\_\_None\_\_\_\_. Natural poying as rental therefor the sum of \_\_\_\_ Five and 00/100 -ville Sand Ferrantion.

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 hears to the whole and undividual fee simple estate.

10. It is expressly agreed that Okinhoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Okinhoma Natural so detires, and shall have the right to remove all property and improvements owned by Okinhoma Natural and placed on an in the almost-desembed hand, including the cas so stored.

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

13. 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 of encumbrances against his interest in the above described land except.

13. 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 of encumbrances against his interest in the above described land except. record and now producing ho. The secons, coverants and conditions hereof shall be binding on the parties hereto, their bein, successors and assigns. It is agreed that no agent of Uktacharge natural has secon given any appropriate to make any agreement in respect to the subject matter hereof not herein agreement. ACCOUDINGLY, the hartley herete have excepted this Agreement as of the day and year first shows writing. Ack.#1. NELLIE HANNAH CATRON Date: October 5, 1960 Before: Freda Freeburg, Notary Public, Ack. #2. OKLAHOMA NATURAL GAS COMPANY McPherson County, Kansas Commission Expires: May 10, 1964 (SEAL) BY: C. C. INGRAM, Vice-President Ack.#2. Date: October 17, 1960 ATTEST: RUTH CANNADAY, Asst. Secy. Before: Alice DeVoy, Notary Public, Tulsa Co.Okla. (SEAL) Commission Expires: January 13, 1963 (SEAL)

State of Oklahoma, Kingfisher County, ss: Filed for record Oct. 25, 1960 at 8:55 A.M. Becorded in Book 199, page 331 Fee. \$2.00 Proceeding Book 199, page 331 Proceeding Francisco Francis

GAS STORAGE AGREMENT

	CAS STOCKED ACHONISM
	THIS ACREMENT, made and entered into as of this 23rdiay of September, 19 60, by
	and between St. Anthony Hospital, c/o Sister M. Franciscana, Administrator
	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 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 WIENEAS, Ohlohoma Natural desires to secure from Owner certain lease, ensement and other rights in, upon and uniter the above-described property for the propose of introducing natural gas into geological stress underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Ohlohoma Natural, all as more specifically hereinstee set forths.
	NOW, THEREFORE, for and in consideration of the rentals, conditions, mutual promises and coverants herein contained, and for other good and valuable consideration, the parties herein surce as follows:  1. Owner does beservy 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
	10.85 the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and therein 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 an stored as personal property; and in confunction therewith, and with other exploratory operations inclident thereto, the further right, privilege and executed to dell and install, materials, renew, operate and remove at locations selected by Oklahoma Natural such veils, pipe lines, and other facilities, structures, equipment and appurtenances as Oklahoma Natural may deem necessary or destrable therefor; to remove thereform all pumperty placed in or on said land to Oklahoma Natural, including well easing; 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 expirators.
	tion herrsif under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-live (25) year period.  2. Oklahoma Natural shall pay Owner 3. 12.50
	2. Oblahoma Natural shall pay Owner 3
	surface interest and \$ 11.50 per year for the mineral interest in and to the above-described property. On or hefore one year following
	the date of this agreement and annually thereafter, Oklahoma Natural shall pay or lender said "annual payments" to Owner or 2000 000 000 000 000 000 000 000 000 0
	Any "annual payment" thereafter due may be tendered in the same manner until such time as all parsies in interest join in a stipulation designating a new depositions. All payments or lenders may be made by Oklahoma Natural's check or draft and moiled or delivered direct to Owner or in said depository or its successories to blubbons. 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 narcement, 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. Natural shall be indebted to Owner for such payment or tender of said "annual payment" in the manner provided shave shall be indired in the indeposition of the indeposition of the indeposition of the indeposition of the payments. The payment is agreed that the "annual payments" mode and in he made here 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
	3. In the word, hawever, that the angular angular and continue to the one of any property in the perpentition of the continue to the continue to the perpentition of the perpentition of the continue to the c
	the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of
•	per YEAT payable annually payable in advance.  4. Owner agrees that the drilling of any wells to the Bartlesville Sand Formation for the introduction or entraction of gas by Oklahoma Natural may be done
	respective enterpots may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its
	facilities authorized hereunder shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or ahandonment 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 clover than 300 feet from any existing residential dwelling unless Owner agrees that to not observed 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 illustiva-
	ville Sand Formation.  9. If numer owns a less interest in said surface and/or induceds than the entire and fee simple estate therein, then the consideration and payments provided for herein shall be made in Owner, his assigners or successors in ownership, only in the proportion which the interest of Owner in the same hears to the whole and
	undivided for simple estate,
	at any time Oklahuma Natural so devices, and shall have the right to remove all property and staget content of State of
	Owner, free of cost, in the pipe line to which which require Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced, stored and extracted by Oklahoma Natural to pay any royaltles on any gas produced and extracted by Oklahoma Natural to pay any royaltles on any gas produced and extracted by Oklahoma Natural to pay any royaltles on any gas produced and pay any gas pay an
•	home Natural from said Darticaville Sand Formation.  12. Owner warrants and coverants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no large variants and coverants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no large variants and coverants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no large variants and coverants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no large variants and coverants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no large variants and coverants that he has full and sufficient right, title and authority to enter into and execute this agreement and that there are no large variants are coverants.
5	Of record and now producing.  12. The beam, coverably and conditions hereof thall be binding on the parties hereto, their heirs, successive and essigns. It is agreed that no agent of Onias Naturally has been given any although to make any agreement in respect to the charged matter hereof not herein suppressed.
	AAE #7 SE AMENONY HOSPITAL
A	Ack. #1. Date: October 3, 1960  Before: James P. Miller, Notary Public,  By: M. FRANCISCANA Sister Administrator
	Jefferson County, Kentucky
á	Commission Expires: March 2, 1705 (Shall)  By: C. C. INGRAM, Vice-President
	Before: Alice DeVoy, Notary Public, Tulsa Co.Okla. (SEAL)
	Commission Expires: January 13, 1963 (SEAL)
	State of Oklahoma, Kingfisher County, ss: Filed for record Oct. 25, 1960 at 9:00 A.M. Recorded in Book 199, page 333. BEULAH MAASS, County Clerk By: GRACE-ELISE FARRAR, Dpy.

GAS STORAGE AGREMENT

	THIS AGREMENT, made and entered into as of this 2nd day of December , 1960, by	
	and between L. A. Franklin .	
	wheather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPAN 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 mineral in and under the following described property located in the County of Kingfisher, State Oklahoma. to-wit: NW/4 of Section 25, Township 15 N, Range 5 W.	
iki O)	WIFHEAS, Oklahoma Natural desires to secure from Owner certain Irase, easyment and other rights in, upon and under the above-described property for P purpose of introducing natural and into geological strate underlying said land for storage and to willideau such gos from time to time for the exclusive use of clahoma 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 insideration, 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 y reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending	•
for per- ser- ste lan-	feet below the surface of the above-described property; to store gas in said reservoir and retain the surface of the above-described property; to store gas in said reservoir and retain the special of the surface of the above-described property; to store gas in said reservoir and retain the special of the surface of the surface of the above-described property; to store gas in said reservoir and interest of the surface of th	
Lío	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 expira- n hereof under the same terms and conditions and for the same consideration, at are herein set forty for an applitional twenty-five (25) year period.  2. Oklahoma Natural shall pay Owner 2. 12-75 for 25 yrs. percepts, payable answers in advance, receipt of the first MOMENT payment.	•
bel	ing hereby acknowledged by Owner, the amount of sold KRONKKpsyments" being computed on the basis of \$	
	date interest and 3 Ala75 for 25 years	Ε,
**		• •
An Inr Oh No	its increasing, 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 a 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 "MORDER payment" being in full payment of rental for the Debugger Morrison privileges, lease and easement granted to Oklahoma Natural and the same manner until such time as all pastics 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, lathous Natural's failure to make payment or lender of any "Organic payment", when due, shall not operate to terminate or impair any pravision of this agreement, but Oklahoma Natural shall be insichted to Owner for such payment and shall make such payment within slaty (80) days after written notice from Owner, invisives, executors and administrators of Owner and his successors in interest. It is agreed that the "Offine payment" made and to be made hereafter by Oklahoma Natural to Owner shall operate, cover and he held to be full consideration and compensation to Owner for the rights, privileges, lease, coserment option guanted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.  3. In the event, however, that Oklahoma Natural abalt desire to continue in the use of said premises for the purposes herein stated after the expiration of	
• > -	3. In the event, however, that Okishoms Natural shall desire to continue in the use of fold premies for the purposes herein states siler the expiration of the purposes herein states after the expiration of the purposes after the expiration of the purpose after the expiration of the expiration of the purpose after the expiration of	
No	terms monitoned herein, Owner hereby agrees to grant an extension of this Agreement for a period of 25 years, upon Oklahoma tural paying as rental therefor the sum of Forty-one and 75/100	•
· Wil tra Tig	shout further consideration except at 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, at their pective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its his and provideges as set out herein.  8. Oklahoma Natural shall here and an appear of said land as needly as grandlessle to its original empirition.	
CAC	7. Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refrain from dribing or placing said well at a point closer in 300 feet from any cuiting residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.  H. 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 inserted as provision requiring the grantee to protect Oktahoma Natural's rights in the Bartlesville Sand Formation.	
, bec	9. If nature names a less interest in said surface and/or minerals than the entire and fee simple estate therein, then the ennoideration and payments provided for soin shall be made to Owner, his assigners or successors in ownership, only in the proportion which the interest of Owner in the same hears to the whole and divided fee simple estate.	
nt	10. It is expressly agreed that Oklahoma Natural may release and relimpuish its rights under this agreement upon the expression or any renewal increments owned by Oklahoma Natural and placed on or in the	:.
Ow	11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in this Sariteville Sand Formation white draining any went under the recent, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the rental hereinforc provided, deliver to the credit of one, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (%) part of all oil produced and saved from the mise, by Oklahoma Natural. Nothing begoin contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural.	•
•	ims or encumberances against his interest in the above-described land except. Subject to the existing oil and gas lease of	
	record.  10. The beams, corephrate and contlitions hereof shell be binding on the parties hereto, their heirs, successors and assigns. It is agreed that no egent of Osta- ya Natural has been given any authority to make any agreement in respect to the subject matter hereto not herein expressed.	
Andrew Company	ACCOUDINGLY, the batter have excessed this Agreement as of the day and year first above writing.	
	This agreement has been paid 25 years in advance from above date.	
ck.	#1. Date: December 12, 1960  Before: Ted L. Priebe, Notary Public, Oklahoma County, Oklahoma  Ack.#1. L. A. FRANKLIN  Ack.#2. OKLAHOMA NATURAL GAS COMPANY  By: C. C. INGRAM, Vice-President	
Áck	Commission Expires: June 21, 1967 (SEAL)  ATTEST: RUTH CANNADAY, Asst. Secy  (.#2. Date: December 19, 1960  Refore: Alice Devoy Notary Public Tulsa Co. Oklahoma.	<i>7</i> •
í	My Commission Expires: January 13, 1963 (SEAL)  *************  State of Oklahoma, Kingfisher County, ss: Filed for record Dec. 28, 1960 at 8:35 A.M. /03	

GAS STORAGE AGREMENT THIS AGREMENT, made and entered into as of this <u>lst</u> day of <u>August</u> and between Melvin A. 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 <u>none</u> of the surface and <u>5 acres</u> 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 (NW4) of Section 25-15N-5W. WHEREAS, Oklahoma Natural desires to secure from Owner certain lease, essement and other rights in, upon and under the showe-described property for the purpose of introducing natural got into geological strate underlying said land for storage and to withdraw such got 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 berein agree as follows:

1. Owner does hereby grant, convey, let and warrant unto Ohlahoma Natural, its successors and assigns in respect to the above described property (including any severalonary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-live (25) years ending...AUSUST...Ly. 85 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 expira-tion herest under the same terms and conditions and for the same consideration, as one herein set forth for an additional twenty-five (25) year period. 5.00 ..........per year, payable one year in advance, receipt of the first "annual payment" 2. Oklahoma Natural shall pay Owner 0 ........ 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 8935 Gyda Drive, Arvada, Colo.

Bank at all sums payable by Ohlahoma Natural under or its antecessors, which lank and at successors are Owner's agent and shall continue as the depository of any and all sums payable by Ohlahoma Natural under the provisions of this agreement, regardless of changes of ownership in said land or in any payabent to be made by Ohlahoma Natural under the provisions of this agreement, each this agreement, being in full payment of cental for the nest ensuing year for the rights, privileges, lesse and easement granted to Ohlahoma Natural hereby, Any "annual payment" three-five due may be tradered in-the-same manner until such time as all parties in interest in laterest plan in a stipulation designating a new depository. All payments or traders or tradered hey Ohlahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its uncervairs. Ohlahoma Natural shall be indebted to Owner for such payment when due, shall not operate to terminate any provision of this agreement, hut Ohlahoma Natural shall be indebted to Owner for such payment and shall make such payment within sixty (60) days after written notice from Owner, Notwillistanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided shave shall be hinding on the bries, devices, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payment" made and to be made herebolies be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granters of Oklahoma Natural under this agreement, encept only as otherwise expressly provided in this agreement.

A. 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.

Five Dollars Natural paying as rental therefor the sum of Five Dollars. VEST

Description of the description of the surface of said land as nearly as practicable to its ariginal condition.

Other natural shall restore that the description 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 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 brette.

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

Oklahoma Natural, in selecting the location for any of the above-mentioned storage wells shall refain 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.

A 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. 11. If namer names 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 hears to the whole and undivided fee simple estate. undivided for 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 and estress, and shall have the right to remove all property and improvements owned by Oklahoma Natural and piaced on or in the above-destanded land, including the gas in stored.

11. It is further agreed that if Oklahoma Natural encounters off 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 off 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 (%) part of all oil produced and saved from the premises by Oklahoma Natural, Nothing herein contained shall require Oklahoma Natural to puy may possities on any gas produced and extracted by Oklahoma Natural from soil Bartlevelle 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 any Oil & Gas Lease now in effect ciaims, or encumbrances against his interest in the above-described land except. horse Natural has been given any equipment have envented that he blinding on the parties hereto, their heirs, successors and statem. It is agree Natural has been given any equipment to make any agreement to respect to the subject matter hereto not hereto expressed.

ACCORDINGLY, the parties here exercised this Agreement as of the day and year first above written.

Attest: RUTH CANNADAY, Asst. Commission Expires: September 14, 1963 (SEAL) (SEAL) Ack.#2. Date: January 10, 1961 Secy. 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 149. KATHRYN S.ANDERSON, COUNTY CLERK, By: EMMA SCHEMMER, Deputy (SEAL)

Date: December 24, 1960

Before: J. R. Lillard, Notary Public, Logan

County, Oklahoma.

Ack. #1. MELVIN A. COLLETT

Ack. #2. OKLAHOMA NATURAL GAS COMPANY

By: C. C. INGRAM, Vice-Preside

of

GAS STORAGE AGREMENT
THIS AGREMENT, made and entered into as of this 22ndday of August , 1960, by
and between Mamie Irene Waller
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 5 acres interest in and to the minerals
in and under the following described property located in the County of Kingfisher, State of
norminous water ser (mit) or become 2)-1)n-)ns
WHEREAS, Oklahoma Natural desires to secure from Owner certain leave, easement and other rights in, upon and under the shove-described property for purpose of interdiscing natural gas into geological strate underlying said land for storage and to withdraw such gas from time to time for the exclusive use of shown Natural, all as more specifically hereinalize set forth;
NOW, THEREFORE, for and in consideration of the centals, conditions, mutual promises and covanants herein contained, and for other good and valuable ideration, the parties hereto agree as follows:
1. Owner there hereby grant, convey, let and warrant unto Okishoma Natural, its successors and assigns in respect to the above described property (including
reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-live (25) years ending August 22.
85 the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and thereon by 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
d at an approximate depth of 6600 feet below the surface of the above-described property; to store sas in said reservoir and retain the
resemble to drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities,
d at an approximate depth of 6600 feet below the surface of the above-described property; to store gas in said reservoir and retain the resion of gas an stored as personal property; and in conjunction therewith, and with other exploratory operations incident thereto, the further right, privilege resembled in drill and install, maintain, renew, operate and remove at locations selected by Oklahoma Natural such wells, pipe lines, and other facilities, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove thereform all property placed in or on taid by Oklahoma Natural, including well easing; to have the right of ingress and excess and across said land at convenient points; all as a part of and in section 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 some this agreement upon the expira- bered under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-live (25) year period.
2. Oklahoms Natural shall pay Owner 8 5.00
t hereby acknowledged by Owner, the amount of said "annual payments" being computed on the basis of 3. 1.00 per acre per year for the
ec interest and a 1.00 per acreper year for the mineral interest in and to the above-described property. On or before one year following
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. xxxxxx Enid, Oklahoma
318 W. Market St
"unmust payment" being in full payment of tental for the next ensuing year for the rights, privileges, lease and easement granted to Oktahoma Control necessary. "ensural payment" thereafter the payment of tental for the same manner until such time as all parties in interest into in a atipulation designating a new deposit
All payments or tenders may be made by Oklahoma Natural's check or draft and moiled or delivered direct to Owner or to said depository or its successors.
hing Ohlahoma Natural shall be indichted to Owner for such payment and shall make such payment within slaty (60) days after written notice from Owner, but the payment within slaty (60) days after written notice from Owner, but the payment of said "annual payment" in the manner provided above shall be binding
"institute payment" being in full payment of tental for the next ensuing year for the rights, privileges, lease and extended a training to Ukahoma Natural's entent of Ukahoma Natural's check or draft and mailed or delivered direct to Owner or to said depository or its successors. 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, house 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 successors, is list Oklahoma Natural shall be indebted to Owner for such payment and shall make such payment within slaty (60) days after written notice from Owner, withinguided the death of Owner or his successors in interest, the payment or lender of said "annual payment" in the manner provided above that he help, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "annual payments" made and to be made hereby to Oklahoma Natural to Owner shall operate, cover and he held to be full consideration and compensation to Owner for the rights, privileges, lease, easterned to the last of this agreement.
oping granted Olishama Natural under this agreement, except only as otherwise expressly provided in this agreement.
3. In the event, however, that Oxishoma Natural shall desire to continue in the use of fold premites for the purpose section Oxishoma
terms mentioned herein. Owner hereby agrees to grant an extension of this Agreement for a person of the person of
25. In the event, however, that Oklahoma Natural shall desire to continue in the use of sold premises for the purposes serein states after the experiment for a period of
4. Owner agrees that the drilling of any wells to the Barilesville Sand Formation for the introduction or extraction of gas by Ohlahoma Natural may be done
out includes consideration except as province in congress or recent and Oblaham National shell was Owner his successors in interest or length, at their
thire interests may appear, all damages to growing crops and timber, senter and improvements, occurrence by the
6. Oklahoma Natural shall bury and maintain all pipe lines two (2) lest or more neither the surface and upon the section of th
7. Oklahoma Natural, in a receiling the location tot any of the anovermentioned storage were annual received the location the location at a leasure distance.
300 ford from any existing restdential dwelling unless Owner agrees, in writing, to the literature at a letter building in the literature and formation shall be B. Owner nerver that in any oil analyte gas lease hereafter exceeded by Owner, covering the above-described land, the Bartlesville Sand Formation shall be stellar than the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights in the Bartlesville building the grantee to protect Oklahama Natural's rights and the Bartlesville building the grantee to protect Oklahama Natural's rights and the Bartlesville building the grantee to protect Oklahama Natural's rights and the Bartlesville building the grantee to protect Oklahama Natural's rights and the Bartlesville building the grantee to protect Oklahama Natural's rights and the Bartlesville building the grantee to protect Oklahama Natural's rights and the Bartlesville building the grantee to protect Oklahama Natural's rights and the Bartlesville building the Bartlesville bui
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in shall be made in Owner, his assigness or successors in ownersmp, only in the proposition which the interest of Owner, his assigness or successors in ownersmp, only in the proposition which the contract of Owner, his assigness or successors in ownersmp, only in the proposition which the contract of Owner, his assigness or successors in ownersmp, only in the proposition which the contract of Owner, his assigness or successors in ownersmp, only in the proposition which the contract of Owner, his assigness or successors in ownersmp, only in the proposition which the contract of Owner, his assigness or successors in ownersmp, only in the proposition which the contract of Owner, his assigness or successors in ownersmp, only in the proposition which the contract of Owner, his assignment of of Owner
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Illys by Okiahoma Antural activity committee that require
12, Owner warrants and coverage that he has been the man of feet
on or encumbrances against his interest in the above-described land except

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ngtra Own prem ngm clain ACCONDINGLY, the bertin ferrie here estreted this AST MAMIÉ ÎRENE WALLER Date: December 27, 1960
Before: J. R. Lillard, Not ary Public, A
Kingfisher County, Oklahoma
Commission Expires: September 14, 1963 (SEAL) Ack.#l. OKLAHOMA NATURAL GAS COMPANY Ack.#2. By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst. Secy. Date: January 10, 1961
Before: Alice DeVoy, Notary Public, Tulsa Co., Oklahoma
Commission Expires: January 13, 1963 (SEAL) Ack.#2. Date:

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 ACREMENT THIS AGREMENT, made and entered into as of this 22nd day of August \_\_\_, 19<u>60</u>, by and between Beulah Pearl Triplett 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 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 (NWt) of Section 25-15N-5W. WILERAS, Oklahoma Natural desizes to secure from Owner certain lease, estement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strats underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oblahoma 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 surce 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 tineluding any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-live (25) years ending ....... AUSUSL....... 18.52........ the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and therein hy 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 <u>6600</u> 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 expira-tion between under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-live (25) year period. surface interest and 3 1.00 per acre per year for the mineral interest in and to the shove-described property. On or before one year following the date of this agreement and annually thereafter, Okiahoma Natural shall pay or tender said "annual payments" to Owner &XIXXIDGEY&CERUXXXXXXX........ To lit. autressurs, which hank and its successors are Owner's agent and shall continue as the depository of any and all sums payable by Oklahoma Natural this autrement, regardless of changes of ownership in said land or in any payment to be made by Oklahoma Natural in or successors are ownership in said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "nonual 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 "natural payment" thereafter due may be tendered in the same manner until such time as all parties in interest pini in a slipulation designating a new depository. All payments or tenders may be made by Oklahoma Natural's check or draif and mailed or delivered direct to Owner or in said depository or its successors. Oblahoma Natural shall be indebted to Owner for such any "annual payment", when due, shall not operate to terminate any pravision of this agreement, such time as all parties in interest pini in a slipulation any pravision of this agreement. Notwitistianalling the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided shows shall be binding on the helis, devisees, executors and eliministrations of Owner and his successors in interest. It is agreed that the "annual payment" made and to be made here until the Oklahoma Natural in Owner shall operate, cover and he held to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option generate, however, that Oklahoma Natural shall desire to continue in the use of said premises for the purposes herein stated after the expiration of 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 <u>....5.00</u> Natural paying as rental therefor the sum of \_\_\_\_\_Five Dollars. wille Sand Forination.

II. 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 lit. 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 hear to the whole and undivided for simple estate.

Note that the same hear to the whole and undivided for simple estate. herein shall be made to Owner, his assigness or successors in ownership, only in the proportion which the interest of Owner in the same heart and release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or at any time Oklahoma Natural and 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 an stored.

11. It is further agreed that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while strilling 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 (W) part of all oil produced and saved from the Owner, free of cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (W) part of all oil produced and saved from the premises by Oklahoma Natural from said Bartleville 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 tone of the control o claims or encumbrances against his interest in the above-described land except. any Oil & Gas Lease now in effect house Natural has been given any authority to make any agreement in respect to the subject matter herebt not herebt expressed. ACCORDINGLY, the barries here encouned this Agreement as of the day and year first above writing. Ack.#1. BEULAH PEARL TRIPLETT Date:December 21, 1960 Ack.#2. OKLAHOMA NATURAL GAS COMPANY Before: Ray A. Barrett, Notary Public, Kingfisher County, Oklahoma Commission Expires: Oct. 22, 1962 (SEAL) By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst.Secy. Ack.#2. (SEAL) State of Oklahoma, Kingfisher County, ss: Filed for record Jan. 20, 1961 at 8:50 A.M.

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Recorded in Book 202, page 153. KATHRYN S. ANDERSON, County Clerk BY: ENWA SCHEMMER. DE (SEAL)

GAS STORAGE AGREMENT
THIS AGREMENT, made and entered into as of this 22nd day of August 1960, by and between John Collett
wheather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPAND 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 in secure from Owner certain lesse, gatement and other rights in, upon and under the above-described property for the purpose of minulusing natural got into geological strate underlying said land for storage and to withdraw such got 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 shove 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 endingAlgust
19.85, the exclusive right, privilege, lease and easement to explore for, establish and operate a gas storage reservoir and project thereunder and therein 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 600 feet below the surface of the above-described property; to store gas in said reservoir and retain the prostrains of gas so stored as personal property; and in conjunction therewith, and with other exploratory operations included thereto, the further right, privilege and easement to drift 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 thereform all property placed in or on said land by Oklahoma Natural, including well cashes; to have the right of ingress 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 expira- tion herent 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 95.00 per year, payable one year in advance, receipt of the first "annual payment"
heling 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 hefore one year following
the date of this agreement and annually thereafter, Oklahoma Natural shall pay or tender said "annual payments" to Owner DECHOLOGICE CONTROLOGICE.
re its successors, who is bank and its successors are Owner's agent and shall continue as the depository of any and all sums physics by Oblahoma Natural under the successors of changes of concessing in said lend or in any payment to be made by Oklahoma Natural and the provisions of this agreement, regardless of changes of concessing in said lend or in any payment to be made by Oklahoma Natural to Oklahoma Natural to Oklahoma Natural and the continue as all payment in interest join in a sipulation destinating a new depository. All proposits or tenders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or to assid depository. 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's follure to make payment or tender of raised 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 shows shall be hinding on the heirs, devinces, carculors 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, ensument and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.
the terms mentioned herein. Owner hereby agrees to grant an extension of this Agreement for a period of
per year payable annually for the introduction or extraction of gas by Oklahoma Natural may be done without further consideration except as provided in Paragraph 5 hereinbelow.
respective introduct may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its rights and provinges as set out herein.  O Oklahoma Natural shall bury and maintain all pipe lines two (2) feet or more below the surface and upon the removal or ahandonment of any of the facilities authorized hereinstler 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 free from any raisting residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.  8. Owner agrees that in any oil and/or as lesse hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be rachided therefrom, and that in such subsequent lesse there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartlesville.
ville Sand Formation.  1. 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 assigners or successors in ownership, only in the proportion which the interest of Owner in the same hears to the whole and
undivided fee simple estate.  10. It is expressly agreed that Oklohoma Natural may release and relinquish its rights under this agreement upon the expiration or any scoewal thereof, or at any time Oklohoma Natural and esters, 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 an 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 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 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 agreement. (E) agree of all oil produced and shall have the right to produce the oil found and shall be agreed to the rental heretofore provided, deliver to the credit of agreement.
ogreement, then Oklahoma Natural shall have the right to produce the oil found and thall, in addition to the rental receiptor provided, and saved from the Owner, free oil cost, in the pipe line to which Oklahoma Natural may connect such oil well, the usual one-eighth (%) part of all oil produced and saved from the premiers by Oklahoma Natural. Nathing herein contained shall require Oklahoma Natural to pay any royalties on any gas produced, stored and extracted by Oklahoma Natural from said Bartletville 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.  2NV Oil & Gas lease now in offert.
The second that so seem of United
Ack.#1. Date: December 22, 1960  Ack.#1. OALE: December 22, 1960  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 155. KATHRYN S. ANDERSON, County Clerk BY: EMMA SCHEMMER, Deputy

(SĚAL)

Ack.#2. OKLAHOMA NATURAL GAS COMPANY

GAS STORAGE AGREMENT THIS AGREMENT, made and entered into as of this 19 day of July 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 Wes WHEREAS, Oklohoma Natural desires to accure from Owner certain lesse, essement and other rights in, upon and under the above-described property for the purpose of introducing natural gas into geological strate 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 hereinefter set forth; NOW, THEREFORE, for and in consideration of the centals, conditions, mutual promises and covenants herein contained, and for other good and valuable consideration, the parties herein agree as follows:

1. Owner dues hereby grant, convey, let and warrant unto Okishoma 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 1114 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 expira-tion 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 a 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 MANDERICK MANDERICK CONTROL OF THE CONTROL OF THE PROPERTY OF THE PRO or its increasures, which hank 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, recordings of changes of ownership in said lond or in any payment to be made by Oklahoma Natural under the provisions of this agreement, recordings of changes of ownership in said lond or in any payment to be made by Oklahoma Natural under the provisions of this agreement, each such "natural payment" being in full payment of sental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural hereby, and payment threastier due may be tendered in the same manner until such time as all parties in interest pion in a aliputation designating a new depository. All payments or traders may be made by Oklahoma Natural's check or draft and mailed or delivered direct to Owner or in said depository or its uncerstants. Okidomian Natural's failure to make payment at tender of any "annual payment", when due, shall not operate to terminate or impair any provision of this agreement, the payment and shall make such payment within staty (60) days after written notice from Owner. Naturalistanding the death of Owner or his successors in interest, the payment or tender of said "annual payment" in the manner provided shove shall be hinding to the beirs, devices, executors and administrators of Owner and his incerssors in interest. It is agreed that the "annual payments" made and to he made herewall options granted 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 options granted Oklahoma Natural onler this agreement, except only as otherwise expressly provided in this agreement.

2. In the event, however, that Oklahoma Natural shall desire to continue in the use of said premises for the payments. "years, soon Oklahoma the terms mentioned herein, Owner hereby agrees to grant an extention of this Agreement for a period of .. 210.00 Natural paying as rental therefor the sum of Two Hundred Ten and no/100 ville Sand Formation.

10. If aware owns a less interest in said surface and/or minerals than the entire and fee timple 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 hears to the whole and undivided fee simple estate.

10. It is expressly agreed that Okiahoma Natural may release and reliangish its rights under this agreement upon the expiration or any renewal thereof, or any important of the control of claims or encumbrances against his interest in the above-described land except any Oil and Gas Lease now in effect The beams, covergently and conditions hereof shall be bloding on the parties hereio, their bein, successors and assignt, it is agreed that no agent hereys Vatural has been given any expension to make any agreement in respect to the subject matter herein not herein supremed.

ACCOUNTINGLY, the barrier hereto have encounted this Agreement as of the day and year first above writing. BEULAH PEARL TRIPLETT MAMIE TRENE WALLER JOHN R. COLLETT WALTER L. COLLETT, Atty in Fact for Annie A. Collett MELVIN A. COLLETT

GEORGE W. COLLETT JR.

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

EMILY OPAL RICHARDS

By: C. C. INGRAM, Vice-President

Attest: RUTH CANNADAY, Asst. Secy. (SEAL)

WALTER L. COLLETT, for himself

OKLAHOMA NATURAL GAS COMPANY

NELLIE HANNAH CATRON

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, KingfisherCounty, 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)

<del>-122</del>

GAS STORAGE AGREMENT	
THIS AGREMENT, made and entered into as of this 16 day of August 19 60, by and between Frilm Coal Bishards	
Early Open Richards	
wheather one or more, hereinafter referred to as "Owner", and OKLAHOMA NATURAL GAS COMPAN 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 mineral in and under the following described property located in the County of Kingfisher, State Oklahoma. to-wit: Northwest Quarter (NW#) of Section 25-15N-5W.	5
WIJEREAS, Oklahoma Natural desires to accure 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 strate underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Oklahoma Natural, all as more apecifically hereinater set forth:	,
NOW, TIMBEFORE, 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 Ohlahoma Natural, its successors and assigns in respect to the above described property (including	•
any seversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-live (25) years ending	•
1985 the exclusive right, privilege, lesse and essement to explore for, establish and operate a gas storage reservoir and project thereunder and therein by the introduction and injection of natural gas or gaseous vapors (all herein referred to as gas) into what is commonly known as the Bartlusville Sand Formation	
found at an approximate depth of	
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 expira- tion 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 8	٠.
surface interest and 3 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	
in the successors, which hank 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, treatelless 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 "sunnial payment" being in full payment of rental for the next ensuing year for the rights, privileges, lease and easement granted to Oklahoma Natural to Oklahoma Natural to Oklahoma Natural 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 uncersours, 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 agreement, but Oklahoma Natural shall be indichted to Owner for such payment and shall make such payment within slaty (60) days after written notice from Owner, Naturalishal the itenth of Owner for this successors in interest, the payment or tender of said "annual payment" in the manner provided above shall be hindred to Owner for and his successors in interest. It is agreed that the "annual payments" made and to be made here—under by Oklahoma Natural to Owner shall operate, cover and he hird to be full consideration and compensation to Owner for the rights, privileges, lease, easement and option granted Oklahoma Natural under this agreement, eacept only or otherwise expressly provided in this agreement.  1. In the event, however, that Oklahoma Natural an extension of this Agreement for a period of	
Five Dollars (\$ 5.00) Dollars	•
per 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, Ortanoma voturn space pay Owner, and the extrement of Oklahoma Natural in exercising its respective interests may appear, all damages to growing crops and timber, fences and improvements, occasioned by the actions of Oklahoma Natural in exercising its	-
6. Oktahrono Natural shall bury and maintain all pipe lines two [2] sect of more relieve the strate of and the property of the showly as practicable to its original condition.  [actilities authorized because the length of the showly-meritaned storage wells shall refrain from drilling or placing said well at a point closer.	
than 300 fers from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.  H. Owner agrees that in any oil and/or gas lesse hereafter executed by Owner, covering the above-described land, the Partlesville Sand Formation shall be excluded therefrom, and that in such subsequent lesse there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartles-	
ville Small 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 the owner owns a less interest for small lie 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 ratate.  10. It is expressly natered that Okinhoma Natural may release and relinquish its rights under this agreement upon the expiration or any renewal thereof, or 10. It is expressly nateral and okinhoma Natural and placed on or in the at any time Okinhoma Natural of dedices, and shall have the right to remove all property and improvements owned by Okinhoma Natural and placed on or in the	· .
allowe-diversibed land, including the fait in stored.  11. It is further egreen that if Oklahoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation while drilling any well under this negreement, 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 negreement, 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 (%) part of all oil produced and saved from the Owner, free of cost, in the pipe line to which Oklahoma Natural to pay any royalities on any gas produced, stored and extracted by Oklahoma Natural. Natural replications of the contained shall require Oklahoma Natural to pay any royalities on any gas produced, stored and extracted by Oklahoma Natural replications.	
home Natural from sold Bartlevelle 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 any Oil & Gas Lease now in effect  claims or encumbrances against his interest in the above-described land except any Oil & Gas Lease now in effect	
13. The beens, envertally and conditions hereof shall be hinding on the parties hereto, their heirs, successors and assigns it is agreed that no agent of Otto- Shopp Natural has been given any authority to make any agreement in respect to the subject matter hereto not herein expressed.	
Ack. #1. EMILY OPAL RICHARDS	
Ack. #1. Date: January 30, 1961 Before: Ray A. Barrett, Notary Public, Ack. #2. OKLAHOMA NATURAL GAS COMPANY Garfield County, Oklahoma Commission Expires: Oct. 22, 1962 (SEAL)  Ack. #2. OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst. Secy.	
Ack. #2. Date: February 13. 1961 (SEAL)	
Before: Alice DeVoy, Notary Public, Tulsa County, Oklahoma. Commission Expires: January 13, 1963 (SEAL) * * * * * * * * * * * * * * * * * * *	

State of Oklahoma, Kingfisher County, ss: Filed for record Feb. 28, 1961 at 8:31 A.M. Deputy recorded in Book 203, page 486. KATHRYN S. ANDERSON, COUNTY CLERK BY REITA MAE SHAW Deputy

GAS STORAGE AGREMENT February , 19<u>61</u>, by THIS AGREMENT, made and entered into as of this <u>6th</u> day of \_ and between Dorothy Goebel 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 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. WILEBEAS, Oklohoma Natural desires to secure from Owner certain lesse, estement and other rights In, upon and under the above-described property for the purpose of introducing natural gas into geological strate underlying said land for storage and to withdraw such gas from time to time for the exclusive use of Ohlahoma Natural, all as more specifically hereinafter set forth; NOW, TILEREFORE, for and in consideration of the rentals, conditions, mistual promises and covenants herein contained, and for other good and valuable consideration, the parties better 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 effer-acquired interest Owner may acquire or be entitled to) for a term of twenty-five (25) years ending February 6. 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 herent under the same terms and conditions and for the same consideration, as are herein set furth for an additional twenty-live (25) year period.

2. Oklahoma Natural shall pay Owner \$125. for 25 yrs. Sexyeld, payable anexacts in advance, receipt of the first Takkody payment." surface interest and 3 125g for 25 JTS a KNEW NOW or the mineral interest in and to the above-described property. Quantum Company Comp Shore Road. Mt. Sinai. Long Island. New York.

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

MEDICAL Street and and its successors are Owner's sgent and shall continue as the depository of any and all sums payable by Oklahoma Natural under this agreement, regardless of changes of ownership is said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, regardless of changes of ownership is said land or in any payment to be made by Oklahoma Natural under the provisions of this agreement, "MODING payment" being in full payment of tental for the Natural Natural with time as all parties in interest from in a stipulation designating a new depositions. 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 "MORREST payment", when due, shall not operate to terminate or impair any provision of this agreement, Natural's failure to make payment of tender of any "MORREST payment", when due, shall not operate to terminate or impair any provision of this agreement, Naturalistanting the death of Owner or his successors in interest, the payment or tender of said "Amodal payment" in the manner provided shows shall be binding on the legis, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "Dibind payments" made and to be made herework of the payment of the rights, privileges, lease, easument and option granted Oklahoma Natural to Owner shall operate, cover and held to be full consideration and compensation to Owner for the rights, privileges, lease, easument and option granted Oklahoma Natural under this agreement, except only as otherwise expressly provided in this agreement.

25 Natural paying as rental therefor the sum of One Hundred Twenty-Five and 00/100-(3.125.00 Dollare unfilleded for simple relate.

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

11. It is further agreed that if Okinhoma Natural encounters oil in paying quantities in said Bartlesville Sand Formation white difficing any well under this agreement, then Okinhoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of narreement, then Okinhoma Natural shall have the right to produce the oil found and shall, in addition to the rental heretofore provided, deliver to the credit of narreement, then Okinhoma Natural shall have the right line to which Okinhoma Natural may connect such oil well, the usual one-eighth (%) part of all oil produced and saved from the premises by Okinhoma Natural. Nathing herein contained shall require Okinhoma Natural to pay any republies on any gas produced, stored and extracted by Okinhoma Natural from soid Bartheville 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 Subject to the existing oil and gas lease of the order of the existing oil and gas lease of the order of the order of the existing oil and gas lease of the order of the order of the existing oil and gas lease of the order of the order of the existing oil and gas lease of the order of the order of the existing oil and gas lease of the order of the order of the existing oil and gas lease of the order of the existing oil and gas lease of the order of the record. The perms, corophrity and consistions bereof shall be binding on the parties hereto, their heirs, successors and essigns. It is showed Natural has been given any authority to make any agreement in respect to the subject matter herebi not herein expressed. ACCOUDINGLY, the bartley ferries have executed this Agreement as of the day and year first share writing. This agreement has been paid 25 years in advance from above date. Ack.#L. DOROTHY GOEBEL Date: February 15, 1961 Before: Harold L. Adair, Notary Public, Ack.#2. OKLAHOL
Pinellas County, Florida By: C.
Commission Expires: December 4, 1961 (SEAL) Attest
Date: March 7, 1961
Before: Alice Devoy, Notary Public, Tulsa Co., Oklahoma
Commission Expires: January 13, 1963 (SEAL) OKLAHOMA NATURAL GAS COMPANY By: C. C. INGRAM, Vice-President Attest: RUTH CANNADAY, Asst.Secy. Ack. #2.

# 3983

## GAS STORAGE AGREEMENT

TIIIS AGREEMENT, made and entered into as of this 28th day of August 19 62
by and between Heirs of J. A. Odom also known as John A. Odom. Wilhilmina 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  WITNESSETH: That  WITNESSETH: That  WITNESSETH: None None None None None None None None
the minerals in and under the following described property located in the County of Kingfisher
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.
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 strate underlying said lend 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 variable consideration, the parties hereto agree as follows:
any reversionary interest or after-acquired interest Owner may acquire or be entitled to) for a term of twenty-live (25) years ending August 20th  19 87, 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 us 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 kas in said reservoir and retain the possession of kas 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, articutures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said structures, equipment and appurtenances as Oklahoma Natural may deem necessary or desirable therefor; to remove therefrom all property placed in or on said and by Oklahoma Natural, including well easing to have the right of inscess and egress to and across 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 explica- tion hereof under the same terms and conditions and for the same consideration, as are herein set forth for an additional twenty-live (25) year period.  2. Oklahoma Natural shell new Owner 3. 250.00 for 25 Yrs xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
being hereby acknowledged by Owner, the amount of said "aXMM payments" being computed on the basis of \$
surface interest and \$ 200.00 TOF 25 LASA MONEY for the mineral interest in and to the anove-described property.
the war is 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 "NOWN'S payment" being in full payment of rental for NOWN'S payment being in full payment of rental for NOWN'S payment thereofter 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 "MOWN'S payment", when due, shall not operate to terminate or impair any provision of this agreement, but Oklahoma Natural's indice to Owner or his successors in interest, the payment and shall make such payment within sixty (60) days after written notice from Owner, ment, but Oklahoma Natural's indice of owner or his successors in interest, the payment or tender of said "MOWN'S payment" in the manner provided phove shall be binding on the heirs, devisees, executors and administrators of Owner and his successors in interest. It is agreed that the "MOWN'S payments" made and to be made here 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 under hy 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, and 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 berein stated after the expiration of the terms mentioned herein, Owner hereby agrees to grant an
the terms mentioned herein, Owner hereby agrees to grant an extension of this Agreement for a period of the period of the sum of Two-Hundred Fifty and 00/100
per
6. Oklahoma Natural shall bury and maintain all pipe lines two (2) lect or more necessive the 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. shall refrain any existing residential dwelling unless owner agrees, in writing, to the location at a lesser distance. Sower agrees that in any oil and/or gas lesse hereafter executed by Owner, covering the above-described land, the Bartlesville Sand Formation shall be excluded therefrom, and that in such subsequent lesse there shall be inserted a provision requiring the grantee to protect Oklahoma Natural's rights in the Bartless-
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 the proportion which the interest of Owner in the same hears to the whole and herein shall be made to Owner, his assignees or successors in ownership, only in the proportion which the interest of Owner in the same hears to the whole and
10. It is expressly agreed that Oklahoma Natural may release and relimination to regard discretization of the land time Oklahoma Natural and placed do or in the
above-described land, including the gas in stored.  11. It is further agreed that if Oklahoma Natural encounters of in paying quantities in said Bartlesville Sand Formation while drilling any well under the large of the further agreement, then Oklahoma Natural shall have the right to produce the oil found and shall, in addition to the cental heretofore provided, deliver to the credit of agreement, then Oklahoma Natural shall have the right to produce shall encounter to the credit of Oklahoma Natural form the Oklahoma Natural form the Oklahoma Natural form said Bartlesville Sand Formation.  2. **The of the counter of the paying of the payi
Number Kingfisher, Oklahoma

anners and the second s	×		record.	elen alanın azının 200 yışışı (496466) birarın azının 2,79544646 birar		
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my demands a minimum of					*****************	
thonia Natural has heer Accommission	coverients and conditions he alive any outhernty to me	real shall be binding on ti- ke any agreement in response executed this Agreement a	he parties herein, their he ct to the subject matter ) to the day and year first	irs, successors and anigns. It is a percol not herein expressed. I above written.	greed that no egent	of Ok
	m ;	•	Will. S.	in a Hand	c Octon	
	STATE OF KINGFIS	FOKLAHOHA HER COUNTY	Wilhelmin	na Hardee Odom		
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ATTEST:	KATHRYN-S. A	MDERSON, CO. CLK.	Yehn	O Olow	<u> </u>	×
***********	pr Frital	Jacobs Aucherury	/John A. (	Odom, Jr.	' //	,
	Secretary		· •	President OWNER		•
\				-		•
ATTEST.		6	OKLAHOMA	NATURAL GAS COMPANY	<b>,</b>	
	Secretary		BY J	Vice President	T	. === 4 + 5 + 6
ر از	PLAWARD			OKLAHOMA NATUH	iAL	
Acknowlegment	for Wilhemina H			ome		
	knowledgment:	September 13,		Nobilda - Toobhaala Gass	Torco	
Commission	_	June 1, 1963		ublic, Lubbock Cou	nty, lexas	•
	for John A. Od		70/0			
Date of Ac	knowledgment:	September 15,		.c, Orange County,	Florida	
Commission		May 1, 1963	(SEAL)	.og ozazgo osazogg		
				. Natural Gas Compa	цу	
	knowledgment:	September 24,		blic, Tulsa County	Oklahoma	
Herore Who	m acknowledged:	vernon w. ura	vens. Notary Fu	DILC. ILLSA COUNTY	• OKTAHOWA	

# 4302

#10,692-4-3

FORM 441	_	STORAGE AGREEM		381
THIS AGREEMENT, made an	d entered into as	of this 8th day	y of October	19 62
by and between Esther	Рарре			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
				- 1
whether one or more, hereinalter referred "Oklahoma Natural", WITNESSETII: That				
WHEREAS, Owner owns	None	of the surface and	1.66 Acres	interest in and to
the minerals in and under the following de	seribed property located	in the County ofKingi	isher	itate of Oklahoma, in-witt
NW/4 Section	25 - Township	15 North - Range 5	West	***************************************
•	*			
This agreement has	s been paid 2	years in advance f	rom the above date.	) ************************************
and WHEREAS, Oklahoma Natural des the purpose of introducing natural gas into Oklahoma Natural, all as more specifically	e gealogical strata under hereinalter set forth;	lying this land for storage and to	MICHIGIAN AGEN MAY HOR HOSE TO	
NOW, THEREFORE, for and in consideration, the parties hereto agree as fol 1. Owner does hereby grant, conver	onsideration of the rente	ls, conditions, mutual promises and	d covenants herein contained, and	i for other good and valuable e described property (including
any reversionary interest or after-acquired	interest Owner may ex	quire or be entitled to) for a terr	n of twenty-five (25) years endin	Cctober 8
19 87 the exclusive right, privileg the introduction and injection of natural				
found at an approximate depth of possession of gas so stored as personal pri and ensement to drill and install, maintainstitutes, equipment and appurtenances land by Oklahoma Natural, including well connection with a gas storage project for	operty; and in conjunction, renew, operate and as Oklahoma Natural n	t below the surface of the above- on therewith, and with other cap remove at locations selected by the pay deem necessary or desirable t	described property; to store gas it inratory operations incident therei Oklahoma Natural such wells, pi herefor; to remove therefrom all	n said reservoir and retain the in, the further right, privilege ipe lines, and other facilities, property placed in or on said the colors and as a part of fund in
TO HAVE AND TO HOLD the stion hereof under the same terms and com  2. Oklahoma Natural shall pay O	ame unto Oklahoma Na	tural, its successors and assigns, w	ith the right and option to renew (	his agreement upon the expera- (25) year period.
2. Oklahoma Natural shall pay O	wner \$ 4LaDU IO	C. 42. YIS pos your payable	MODE NOTE	WAX for the
being hereby acknowledged by Owner, the surface interest and \$41.50 for 2	s amount of said Nabou 5 works	SX for the mineral interest in and	to the above-described property. C	PINOPHOLOGICA AND AND AND AND AND AND AND AND AND AN
WKZEWNICKKWWWWKWWKWWW	KALEGO XOLKARIGENSKI	KWXXIIII SHOOFKAMWXXXII XXI	THE STATE OF THE REAL PROPERTY OF YORK	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
or its successors, which hank and its successors, which hank and its successors, which hank and its successors is changes of obstacles of changes of or such "Salahili payment" hereafter due make your and payment or tenders may be more Oklahoma Natural's failure to make payment, but Oklahoma Natural shall be inde Notwithstanding the death of Owner or I on the heirs, devisees, executors and adminder by Oklahoma Natural to Owner shall and option granted Oklahoma Natural to Owner shall and option granted Oklahoma Natural to Owner shall and option granted Oklahoma Natural to Oklahoma	Oklahoma Gi essers are Owner's agen weetship in said land o ent of rental for the Re y be tendered in the si is hy Oklahoma Natura ent or tender of any " breed to Owner for suc- list successors in interest nistrators of Owner and Il operate, cover and be der this agreement, exce-	ty, Oklahoma as the deposit and shall continue as the deposit in any payment to be made by attractive like the rights, private manner until such time as all its check or draft and mailed or the payment and shall make such positions are shall make such positions and the payment or tender of said a his successors in interest. It is a held to be full consideration and opt only as otherwise expressly province to continue in the use of said to the said as a	BEANNEN.  Okiahoma Natural under the pro- ileges, lease and easement grantee parties in interest join in a stipule lelivered direct to Owner or to se not operate to terminate or impa syment within sixty (50) days at feasement are more than the manner p greed that the "more the re- compensation to Owner for the ri vided in this agreement."	c by Oklahoma Natural under visions of this agreement, each I to Oklahoma Natural hereby, titon designating a new deposition designating a new deposition of this agreement written notice from Owner, rovided above shall be hinding made and to be made hereghts, privileges, lease, easement a stated after the expiration of
the terms mentioned herein, Owner hereby Natural paying as rental therefor the au	Agrees to grant an extension	ension of this Agreement for a per- and $50/100$	iod of	years, upon Oklahama 41.50 ) Dollars
Natural paying as rental therefor the au- per 4. Owner agrees that the drilling c without further consuleration except as pre-	payable payable pay wells to the Bart	25 years in advance lesville Sand Formation for the interintellow.	reduction or extraction of gas by t	in advance. Oklahoma Natural may be done in interest or tenants, as their
5. In addition to the payments of a respective interests may appear, all damage rights and privileges as set out berein.	es to growing crops and	timber, (ences and improvements.	the surface and upon the removal	
6. Okiahoma Naturni saati oury a facilities authorized hercunder shall restore 7. Oklahoma Natural, in selecting than 300 feet from any existing residentic 8. Owner agrees that in any oil a excluded thereform, and that in such sub	the location for any of il dwelling unless Owner	the above-mentioned storage wells	shall refrain from drilling or plant a lesser distance.	cing said well at a point closer
wille Sand Formation.  9. If owner owns a less interest in herein shall be made to Owner, his assign	said surface and/or mi ees or tuccessors in ow	nerals than the entire and fee simp nership, only in the proportion who	le estate therein, then the consider ich the interest of Owner in the	ration and payments provided for same lients to the whole and
10. It is expressly agreed that Ok at any time Oklahama Natural so desires.	lahome Natural may re and shall have the rigi	icase and relinquish its rights unde at to remove all property and imp	er this agreement upon the expira- rovements owned by Oklahoma N	tion or any renewal thereof, or atural and placed on or in the
above-described land, including the gas a land agreement, then Oklahoma Natural shall be of cost, in the pipe line to be premises by Oklahoma Natural. Nothing	n storett, klahoma Natural encour have the right to produc hich Oklahoma Natural herein contained shall t	iters oil in paying quantities in sa to the oil found and shall, in add may connect such oil well, the us require Oklahoma Natural to pay s	id Bartlesville Sand Formation whition to the rental heretofore prouel one-eighth (%) part of all oil or royalties on any gas produced.	ile drilling any well under this vided, deliver to the credit of I produced and saved from the stored and extracted by Okla-
homa Natural from said Bartlesville Sand 12: Owner warrants and covenants	that he has full and s	mitteent right, title and authority	to soict turn and decard run al	ACCUMENT BING DIPT MICHE COUNTY

claims or encumbrances against his Interest in the above-described lend except.....

12 The lenns, covenants and	l conditions hereof shall be binding on the partie influrity to make any agreement in respect to the	s hereto, their heirs, successors and s subject matter hereof not herein	d essigns. It is agreed expressed.	that no agent of Okiu-
homa Natural has been given any a	pilionity to make any agreement in tesperal be of the	day and year first shove written.	0 160	~
	1 - 125	cocher	Japp	
	STATE OF OKLAHOMA	<u>.</u>		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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W. C.	1962 NOV -2 AM 8: 54		****	
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	KATHRYN S. ANDERSON, CO. CLK.	ộn là <del>0.00 ệ M là quin</del> d say qui da Barrista hay nó da q − = 0.00 q p da		***************************************
ATTEST:	IL IN PRINTE MAD Shaw DEPUTY	ВҮ	**************************************	
	Secretary		President OWNER	**
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ATTEST:		OKLAHOMA NATURAL	CAS COMPANI	
No. of the	1033	BY JOI	Vice President	***************************************
الم يعلن ا	Secretary 6	OKL	AHOMA NATURA	it,
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382				
STATE OF CACAL	ss.		3 14 mm	
COUNTY OF LA	gned, a Notary Public, in and for said C	ounty and State, on this	8 day	a october.
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a a later of something who	executed the within and foregoing instrur	ment, and acknowledged to a	no, that	EXECUTED THE
S C THE CLOCK WITH NO	luntary act and deed for the uses and pu	arboses digram see the	•	
Gived under my band	and seal of office the day and year above	armon in the Par	A-Por	
My commission charges	3		Notary Public	
My commission expires:			Notary Public	
\$47.00 m = 1 = 1.00 } \$50.0 m = 1.00 \$20.0 m = 1.00				
STATE OF OKLAHOMA	} ss.			
COUNTY OF L	The state of the s		day o	
Before me, Inc. unggi	rsigned, a Notary Public, in and for said	County and State, on dis-		to me known to be
the identical personalty at	o subscribed the name of the maker there	eof,OKLAHOMA NATURAL	GAS COMPANY.	a corporation, to the forc-
going instrument as its	o subscribed the name of the maker there vice President and ackre and voluntary act and deed of such corp	nowledged to me that he executoration, for the uses and pu	ruted the same as rposes therein set	his tree and voluntary act forth.
Communder my hans	Fand seal of office the day and year last	above written.	11/	
My Commission entires:		( ) 4,	5. 5 / 7	
Mry Car	mmission Expires Oct, 11, 1963		Notary Public	VERNON W. CRAVENS