

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

Issuing Agent: American Abstract Company of McClain County, Inc.  
Issuing Office: 138 W. Main St, Purcell, OK 73080  
Issuing Office's ALTA® Registry ID: 0002360  
Loan ID No.:  
Commitment No.: 20240350-1  
Issuing Office File No.: 20240350  
Property Address: TRACT 2, OK

**SCHEDULE A**

1. Commitment Date: April 11, 2024 at 07:30 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/2021)  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$80,000.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (7/1/2021)  
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Harbor Energy, LLC, an Oklahoma limited liability company, 65% interest and Whitetail Energy LLC, an Oklahoma limited liability company, 35% interest, by virtue of an Assignment, Stipulation of Interest and Cross Conveyance recorded October 30, 2023 in Book 1902, Page 29.
5. The Land is described as follows:  
  
A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION FIVE (5), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) WEST, I.M., DEWEY COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID NW/4; THENCE SOUTH (S00°37'18"W), ALONG THE WEST BOUNDARY OF SAID NW/4, A DISTANCE OF 640.53 FEET TO THE RIGHT OF WAY OF U.S. HIGHWAY 270; THENCE ALONG SAID RIGHT OF WAY FOR THE NEXT 6 CALLS, EAST (S89°22'42"E) A DISTANCE OF 33.00 FEET; THENCE SOUTHEASTERLY (S24°32'10"E) A DISTANCE OF 246.27 FEET;

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## SCHEDULE A

(Continued)

THENCE SOUTHEASTERLY (S43°46'13"E) A DISTANCE OF 1294.31 FEET; THENCE SOUTHWESTERLY (S45°34'02" A DISTANCE OF 199.96 FEET; THENCE SOUTHEASTERLY (S47°10'55"E) A DISTANCE OF 207.44 FEET; THENCE SOUTHEASTERLY (S40°17'45"E) A DISTANCE OF 630.41 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID NW/4; THENCE EAST (S89°12'02"E), ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1156.86 FEET TO THE SOUTHEAST CORNER OF SAID NW/4; THENCE NORTH (N00°24'50"E), ALONG THE EAST BOUNDARY OF SAID NW/4, A DISTANCE OF 1224.97 FEET; THENCE WEST (N89°38'36"W) A DISTANCE OF 1310.44 FEET; THENCE NORTH (N00°31'02"E) A DISTANCE OF 1336.29 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID NW/4; THENCE WEST (N89°38'36"W), ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1308.02 FEET TO THE POINT OF BEGINNING.

*Gayle Helton*

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Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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## SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
5. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
7. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Joint Tenancy Deed from Harbor Energy, LLC and Whitetail Energy LLC to TBD.
  - b. Mortgage from TBD to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
8. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided with a satisfactory survey of the subject premises.
9. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
10. Obtain a Final Report for issuance of title policy.
11. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
12. Obtain a Uniform Commercial Code search as to Current Owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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## SCHEDULE B, PART I

(Continued)

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

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## SCHEDULE B, PART II - EXCEPTIONS

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Fees, taxes and assessments made by any taxing authority for the year 2024, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to, ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
7. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
9. Easement in favor of State of Oklahoma recorded February 21, 1936 in Book 37, Page 431.
10. Right of Way Grant in favor of Phillips Petroleum Company recorded September 14, 1982 in Book 528, Page 784, subject to assignments and partial releases of record.

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## SCHEDULE B, PART II

(Continued)

11. Right of Way Easement in favor of Phillips Petroleum Company recorded January 6, 1983 in Book 539, Page 223, subject to assignments and partial releases of record.
12. Terms and Conditions in a Warranty Deed recorded January 23, 2013 in Book 1481, Page 422.
13. Permanent Easement and Right of Way Agreement in favor of DCP Midstream, LP, recorded January 30, 2014 in Book 1511, Page 283.
14. Statutory easement for roadway along Section line.

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Exceptions #9

Entry No

File No 205  
Maple C. Fulton  
to  
State of Oklahoma

State of Oklahoma, Dewey Co)ss  
This instrument was filed  
for record Feb 21, A.D. 1936  
At 9 o'clock A.M.  
Grace Evans, County Clerk  
By Ruth Blaine deputy SEAL.

EASEMENT. USWP. Project No WPH 281-A 10.29

Bk. 37  
Pg. 431

KNOW ALL MEN BY THESE PRESENTS.

That Maple C. Fulton and Grace Fulton, his wife of Dewey County, State of Oklahoma for and in consideration of the sum of Two hundred eighty and 15/100 Dollars (\$280.15) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Dewey County, Oklahoma, to-wit:

filed  
2-21-36  
9:00am

A strip, piece or parcel of land lying in the NW 1/4 of Section 5, T 18 N R 15 W, in Dewey County, Oklahoma. Said parcel of land being a right of way 100 feet in width, 50 feet on either side of the center line of the survey for Oklahoma USWP Project No WPH 281-A. Said parcel of land being further described by said center line as follows.

Beginning at a point on the south line of said NW 1/4 1390 feet west of the Center of said Section 5, Station 717+40 of said survey; thence N 44° 26' W a distance of 1777 feet to a point on the West line of said section 5 a distance of 1268 feet south of the NW corner of said Section 5, Station 735+17 of said survey.

Containing 4.08 acres, more or less.

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

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

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

Said grantors hereby covenant and warrants that at the time of the delivery of these presents they are the owners of the above described premises in fee simple that the same are free of all liens and claims whatsoever, except a mortgage to Solon Bloomer and Roy S. Goss, Seiling, Okla. and that they will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

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

In Witness whereof, the grantors herein named have hereunto set their hand and seal this the 3rd day of January, 1936.

Maple C. Fulton  
Grace Fulton.

State of Oklahoma, Dewey County )ss.

Before me, the undersigned Notary Public in and for said State and County, aforesaid, on this 3rd day of January 1936, personally appeared Maple C. Fulton and Grace Fulton, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they execute the same as their free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and seal this day and year last above written.

My commission expires 7th day of August, 1939. L. E. Howard  
SEAL. Notary Public

24

5789

RIGHT OF WAY GRANT

PHILLIPS PETROLEUM COMPANY  
PROPERTY TAX, REAL ESTATE & CLAIMS  
AMERICAN FIRST TOWER 101 N. ROBINSON  
OKLAHOMA CITY, OKLAHOMA 73102

VAN WINKLE,  
FILE Everett

PROJECT CIM-244'A" B

FOR AND IN CONSIDERATION of the sum of Ten and no/100

DOLLARS (\$ 10.00), the receipt of which is hereby acknowledged,

EVERETT VAN WINKLE, a single person,

hereby grant<sup>s</sup> unto PHILLIPS PETROLEUM COMPANY and all subsidiary companies, their successors and assigns, the right from time to time to lay, maintain, inspect, erect, operate, protect, replace with same or different size pipe, and remove a pipe line ~~and appurtenances~~, and appurtenances, and ~~accompanying sales lines and telephone lines and appurtenances~~

over, through; upon, under and across the following described land in DEWEY County,

State of OKLAHOMA to wit:

Lots 3 and 4 and S/2 NW/4, Section 5, Twp 18N, Range 15 W, save and except a  
10 acre tract described as follows: Beginning 726.0' South of NW/C of NW/4,  
thence S 0°01' W 471.24' to N'ly ROW line of U.S. 270 Hwy; thence S 44°26' E  
along said ROW line 1152.36'; thence N 45°34' E 330.0'; thence N 44°26' W  
1488.76' to P.O.B. and that part of NW/4 Section 5, TWP 18N, Range 15W  
lying S and W of S'ly ROW line of U.S. 270 Hwy. described as: Beginning at a  
point 1340' S of the NW/C of the NW/4, said point being on the S'ly ROW of U.S.  
270 Hwy; thence S 0°01' W 1201.57' to the SW/C of said NW/4; thence S 89°45' E  
1183.60' to said S'ly ROW line of U.S. 270 Hwy; thence N 44°26' W and along said  
ROW line 1690.16' to P.O.B, containing 16.32A, more or less.

Grantee agrees that, if at any time ~~any~~ such pipe line ~~is laid~~ shall be laid by any Grantee, its successors or assigns, Grantee, its successors or assigns shall pay to Grantor, in addition to the consideration hereinabove stated, the sum of Thirty and no/100 Dollars (\$ 30.00) per rod for each separate line so laid.

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

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for construction damages. Grantee agrees to pay for damages to growing crops or to fences of Grantor caused by maintenance operations.

The rights herein granted, or any of them, may be exercised by any or all of the grantees herein, their successors and/or assigns either jointly or separately.

The Grantor represents that the above described land is rented for the period beginning \_\_\_\_\_

1982 to \_\_\_\_\_, 1982, on \_\_\_\_\_ basis to Ora Van Winkle  
Rt. 1, Seiling, OK 73663 (cash or crop)

This Grant may be signed in counterparts with the same effect as if each named Grantor signed one instrument.

Executed this 21st day of August, 1982

STATE OF OKLAHOMA } This instrument was filed for record on  
DEWEY COUNTY } ss. Date 9-14-82  
at 8:05 o'clock A.M., and recorded in Book 528 Page 784 Fee, \$6.00  
PATRICIA RILEY, COUNTY CLERK By [Signature] Deputy

[Signature: Everett Van Winkle]  
EVERETT VAN WINKLE

CONTRACT CHECKED SRS  
POSTED TO SCHED. [Stamp]  
POSTED TO GEO. CARDS [Stamp]

#10

Entry 1

16

Filed  
9-14-82  
8:05 a.

Bk 528  
Pg 784



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS BOOK 528 PAGE 785

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

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

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

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

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

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

Notary Public

RIGHT OF WAY GRANT

to  
PHILLIPS PETROLEUM COMPANY  
BARTLESVILLE, OKLAHOMA

STATE OF OKLAHOMA  
COUNTY OF DEWEY

SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 21<sup>ST</sup> day of AUGUST, 1982, personally appeared EVERETT VAN WINKLE to me known to be the identical person \_\_\_\_\_ described in and 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, purposes, and consideration therein set forth.

My commission expires AUGUST 25, 1984

Warlin A. Jones

Notary Public



RIGHT OF WAY GRANT

BOOK 539 PAGE 223

PHILLIPS PETROLEUM COMPANY  
PROPERTY TAX, REAL ESTATE & CLAIMS  
AMERICAN FIRST TOWER 101 N. ROBINSON  
OKLAHOMA CITY, OKLAHOMA 73102

FILE Von Winkle,  
Everett E.  
PROJECT Cim. Rel. 346

#11

FOR AND IN CONSIDERATION of the sum of Ten + 00/100

DOLLARS (\$ 10.00 ), the receipt of which is hereby acknowledged,

Everett E. Von Winkle - a widower

hereby grant unto PHILLIPS PETROLEUM COMPANY and all subsidiary companies, their successors and assigns, the right from time to time to lay, maintain, inspect, erect, operate, protect, replace with same or different size pipe, and remove a pipe line or pipe lines, and appurtenances, and accompanying telephone and telegraph lines, and appurtenances,

Entry No

over, through, upon, under and across the following described land in Dewey County,

State of Oklahoma to wit: Lots 3 & 4, and 1/2 NW/4 of Sec. 5, T19N, R15W,

save & except a 10 acre tract described as follows: Beg. 726.0' S. of NW/4 of NW/4, th. S. 0°01' W. 491.24" to N/4 Row line of US 270 Hwy. for P.O.B.; th. S. 44°26' E. along said Row line 1102.36'; th. N. 45°34' E. 330.0'; th. N. 44°26' W. 1488.76' to R.O.B. & that part of NW/4 of Sec. 5, T19N, R15W, lying S & W of S/4 Row line of US 270 Hwy described as: Beg. at a point 1340' S of the NW/4 of the NW/4, said point being on the S/4 Row of US 270 Hwy, th. S. 0°01' W. 1301.57' to the SW/4 of said NW/4, th. S. 89°45' E. 1183.60' to said S/4 Row line of US 270 Hwy; th. N. 44°26' W. and along said Row line 1670.16' to P.O.B., containing 16.32 acres, more or less.

Filed  
1-6-83  
8:10 a.m.

Bury pipeline 48" or to rock, whichever is the lesser. All fences shall be H braced prior to cutting & restored to as near original condition as is practicable. There shall be no above ground appurtenances except those required by law. Grantee shall be responsible for injury to livestock during construction and maintenance of said pipeline. The right to lay any pipelines shall terminate on 16 Dec. 87.

Bk 539  
Pg 223

Grantee agrees that, if at any time or times, any such pipe line or pipe lines shall be laid by any Grantee, its successors or assigns, Grantee, its successors or assigns shall pay to Grantor, in addition to the consideration

hereinabove stated, the sum of Thirty Five Dollars (\$ 35.00 ) per rod for each separate line so laid. The above consideration shall be diminished by any amount paid to a tenant.

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

Grantor agrees that any payment for right of way made hereunder by Grantee includes full payment for construction damages. Grantee agrees to pay for damages to growing crops or to fences of Grantor caused by maintenance operations.

The rights herein granted, or any of them, may be exercised by any or all of the grantees herein, their successors and/or assigns either jointly or separately.

The Grantor represents that the above described land is rented for the period beginning annually 19      to     , 19      on cash basis to Ora Von Winkle (cash or crop)

This Grant may be signed in counterparts with the same effect as if each named Grantor signed one instrument.

Executed this 16<sup>th</sup> day of December, 19 82.

STATE OF OKLAHOMA }  
DEWEY COUNTY } ss.

Everett E. Von Winkle

This instrument was filed for record on Date 1-6-83 at 8:10 o'clock A.M. and recorded in Book 539 Page 223 Fee \$ 6.00

CONTRACT CHECKED       
POSTED TO SCHED.       
POSTED TO GEO. CARDS     

PATRICIA RILEY, COUNTY CLERK  
By      Deputy.

STATE OF Oklahoma  
COUNTY OF Dewey } SS

BOOK 539 PAGE 224

Before me, the undersigned, a Notary Public, within and for said County and State, on this 16<sup>th</sup> day of Dec., 1982, personally appeared Everett E. Van Winkle - 2 widower to me known to be the identical person described in and 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, purposes, and consideration therein set forth.

My commission expires Sep 85  
Norm J. [Signature]  
Notary Public



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

RIGHT OF WAY GRANT

to  
PHILLIPS PETROLEUM COMPANY  
BARTLESVILLE, OKLAHOMA

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public



#12

WARRANTY DEED

RECORD COPY

JP 26491(07)  
Parcel 1

KNOW ALL MEN BY THESE PRESENTS:

Entry No.

THAT Orin Van Winkle, aka Orin E. Van Winkle, Life Estate Interest and Patsy Allmon, Life Estate Interest

part les of the first part, in consideration of the sum of Ten Dollars and No/100 and other good and valuable considerations DOLLARS (\$ 10.00) do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

Filed  
1-23-13  
1:22 pm

Bk. 1481  
Pg. 422

A strip, piece or parcel of land lying in part of the NW¼ of Section 5, Township 18 North, Range 15 West, 1M, Dewey County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the Northwest corner of said NW¼, thence S 00°37'18" W on the West line of said NW¼ a distance of 640.53 feet to the point of beginning; thence continuing S 00°37'18" W on said West line a distance of 65.46 feet, thence S 44°20'00" E a distance of 194.54 feet, thence N 24°32'10" W a distance of 248.27 feet to a point on the East statutory right of way line of said West line, thence N 68°22'42" W a distance of 33.00 feet to the point of beginning.

ALSO

Commencing at the Southwest corner of said NW¼, thence S 89°12'02" E on the South line of said NW¼ a distance of 1322.74 feet to the point of beginning, thence continuing S 89°12'02" E on said South line a distance of 145.73 feet, thence N 40°17'45" W a distance of 630.41 feet, thence N 47°10'58" W a distance of 207.44 feet, thence S 45°34'00" W a distance of 130.06 feet to a point on the Northeast present right of way line of US Highway 270, thence S 43°47'58" E on said present right of way line a distance of 732.66 feet to the point of beginning.

Containing 2.44 acres more or less, of now right of way, the remaining area included in the above description being right of way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

This instrument is exempt from the Documentary Stamp requirement contained in 68 O.S. 1991 §3201 [68 O.S. 1881 §3202 (11)].

Please return to:  
DEPARTMENT OF TRANSPORTATION  
Legal Division - Business Office  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint Orin Van Winkle and Patsy Allmon as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 10<sup>th</sup> day of December 2012

Orin Van Winkle  
Orin Van Winkle

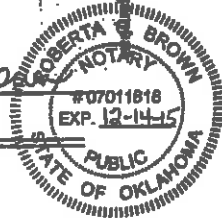
Patsy Allmon  
Patsy Allmon

State of Oklahoma )  
County of Oklahoma )  
Before me, Roberta G. Brown in and for this State, on this 10<sup>th</sup> day of  
December 2012, personally appeared Orin Van Winkle, aka Orin E. Van Winkle  
and Patsy Allmon

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

Witness my hand and seal the day and year last above written.

My Commission expires: 12-14-2015 Roberta G. Brown  
Commission No. 07011818 Notary Public



State of Oklahoma )  
County of \_\_\_\_\_ )  
Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ personally appeared \_\_\_\_\_

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

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

State of Oklahoma )  
County of \_\_\_\_\_ )  
Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ personally appeared \_\_\_\_\_ to

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

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

State of Oklahoma )  
County of \_\_\_\_\_ )  
Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ personally appeared \_\_\_\_\_ to

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

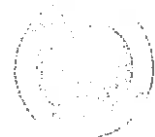
Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgment

Trust/LLC/Corp as set on Acknowledgment

Trust/LLC/Corp s.o. in or done



#13

File: Van Winkle, Orin E. et al  
Project: BRG - Van Winkle #1-5

PERMANENT EASEMENT AND RIGHT OF WAY AGREEMENT

Entry No.

STATE OF OKLAHOMA §  
COUNTY OF DEWEY § KNOW ALL BY THESE PRESENTS:  
§

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records; your social security number or your driver's license number.

THAT as of Nov 12, 2013, the undersigned ("Grantor," whether one or more), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid to Orin E. Van Winkle & Patsy Allmon

Filed  
1-30-14  
11:09 am

\_\_\_\_\_ by DCP  
MIDSTREAM, LP, a Delaware limited partnership with an address at 3201 Quail Springs Parkway, Suite 100, Oklahoma City, Oklahoma 73134 ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee a right-of-way and easement thirty feet (30') in width ("Easement") as more fully described below and depicted on EXHIBIT "A" (which is/are attached and incorporated by reference), and affixed as finally constructed, for the purpose of laying, constructing, maintaining, operating, repairing, replacing, protecting, altering and removing pipeline or pipelines, including cathodic protection, above-ground appurtenances, and any and all other devices, equipment, and structures from time to time deemed by Grantee to be necessary or appropriate in connection with the use and prudent operation of the pipeline for the gathering or transportation of hydrocarbons and any liquids and natural gas that can be transported through a pipeline across the following described lands in DEWEY COUNTY, OKLAHOMA:

Bk. 1511  
Pg. 283

Lots 3 and 4 and the S/2 of the NW/4 of Section 5, T18N, R15, W.L.M., Dewey County, OK; less and except the following tracts:

Beginning at a point 726.0 feet south of the NW Corner of said NW/4; thence South 0 degrees 01 min. West 471.24 feet; to the Northerly right of line of U.S. 270; thence South 44 deg. 26 min. East and along said right of way line 1152.36 feet; thence North 45 deg. 34 min. East 330.0 feet; thence north 44 deg. 26 min. West 1488.76 feet to the point of beginning, containing 10.0 a. more or less; and

Beginning at a point 1340 feet South of the Northwest Corner of the said NW/4; said point being on the Southerly right of way line of U.S. 270; thence South 0 deg. 01 min. West 1201.57 feet to the SW corner of said NW/4; thence South 89 deg. 45. min. East 1183.60 feet to said Southerly right of way line of U.S. 270; thence North 44 deg. 26 min. West and along said right of way line 1690.16 feet to the point of beginning, containing 16.32 a. more or less.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together, with the right of ingress to and egress from the right-of-way across the adjacent property of Grantor. The parties further agree as follows:

1. In the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe to a sufficient depth based on soil conditions and terrain, (b) restore the ground surface as nearly as practicable to the original contour that existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as reasonably required by Grantor; and (d) install an H-frame brace before cutting any fences.

2. Grantor shall have the right to use and enjoy the surface of the right-of-way for agricultural pasturage and other similar purposes that will not interfere with the use of the right-of-way by the Grantee for any of the purposes granted above; no building, structure, improvement, or obstruction, other than ordinary and usual fences, shall be placed within or upon the right-of-way, and there shall be no alteration of the ground surface or grade of the right-

of-way without the express written consent of Grantee, and, to the extent that written consent has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, though Grantee has no obligation to do so. After the pipeline has been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights hereunder; however, Grantee shall be liable for any identifiable damages to crops and pasture grasses incurred during Grantee's exercise of its continued rights under this Easement.

3. Grantee agrees that, if at any time or times, any such pipe line or pipe lines shall be laid by any Grantee, its successors or assigns, Grantee, its successors or assigns shall pay to Grantor, in addition to the consideration hereinabove stated, the sum of One hundred fifty and no/100 Dollars (\$150.00) per rod for each separate line laid less the amount paid tenant.

4. Grantee shall have the right, at its option, to install gates in fences crossing the pipeline right-of-way.

5. This instrument may be executed in multiple counterparts, which together shall constitute one and the same instrument.

6. This grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under the lands, but is a grant solely of the Easement granted herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations or covenants, either of record or evidenced by improvements upon the ground to the extent they are in force.

7. All fixtures, equipment, and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee, and Grantee shall have the right to remove any or all of its property from the Easement.

8. During construction and/or maintenance of the pipeline, Grantee shall be allowed to use additional workspace along and adjacent to the proposed Easement, being an extra Forty Five feet (45') in width adjacent to the permanent Easement right-of-way area described above. Grantee shall also be entitled to use Grantor's adjacent additional lands ("Additional Lands") as reasonably necessary at road, creek, and railroad crossings for construction purposes. This right for Additional Lands will terminate upon completion of initial construction of the pipeline.

9. The initial consideration recited above is also full, complete, and final payment for and includes usual and necessary construction damages that may be sustained by original construction of the pipeline within the Easement area, including without limitation, reseeding, cutting trees, and damages to the surface, fences and any other property owned by Grantor.

10. The rights of Grantee may be assigned in whole or in part.

11. All persons entering upon the pipeline Easement and right-of-way strip under this grant shall confine themselves to the operations and purposes contemplated herein, and no hunting or fishing shall be permitted by Grantee, its employees, agents, or contractors.

12. This grant states the entire agreement between the parties regarding its subject matter, and no representations or statements, verbal or written, have been made that would modify, add to, or change the terms of this Easement. This Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

EXECUTED AND EFFECTIVE as of the date first stated above.

GRANTOR(S):

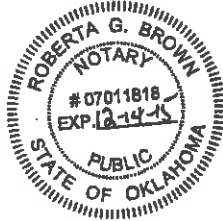
Orin E. Van Winkle  
Orin E. Van Winkle

\_\_\_\_\_  
Patsy Allmon

STATE OF Oklahoma  
COUNTY OF Marshall

§  
§  
§

This instrument was acknowledged before me on the 12<sup>th</sup> day of Nov., 2013,  
by Orin E. Van Winkle



Roberta G. Brown  
Notary Public, State of Oklahoma

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

AFTER RECORDING RETURN TO:

DCP Midstream, LP  
3201 Quail Springs Parkway, Suite 100  
Oklahoma City, OK 73134



EXECUTED AND EFFECTIVE as of the date first stated above.

GRANTOR(S):

Orin E. Van Winkle

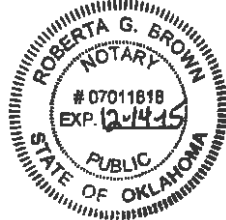
Patsy Allmon  
Patsy Allmon

STATE OF Oklahoma

COUNTY OF Marshall

§  
§  
§

This instrument was acknowledged before me on the 12th day of Nov., 2013,  
by Patsy Allmon



Roberta G. Brown  
Notary Public, State of Oklahoma

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

§  
§  
§

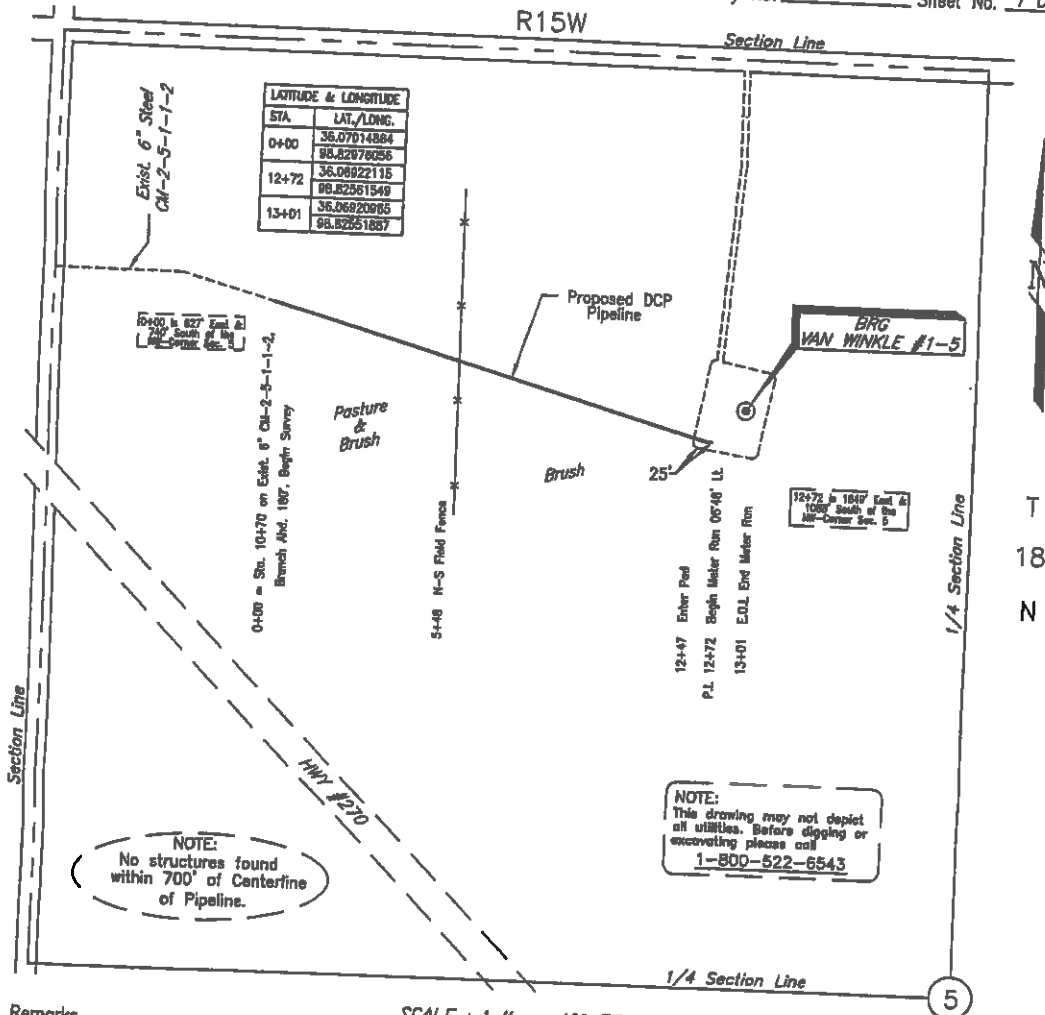
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

AFTER RECORDING RETURN TO:

DCP Midstream, LP  
3201 Quail Springs Parkway, Suite 100  
Oklahoma City, OK 73134

Nature of Work PRELIMINARY SURVEY Date 11/07/13 Line No. CM-2-5-1-1-2-Ext.  
 Area CENTRAL OKLAHOMA System WEST CIMARRON Booster HUCMAC Afe No. 500211025 RC No. 6616  
 NW/4 Sec. 5 Twp. 18N Range 15W Co. DEWEY State OK Study No. \_\_\_\_\_ Sheet No. 1 OF 1



Remarks \_\_\_\_\_ SCALE: 1" = 400 FT

LOTS 3 & 4 & S/2, NW/4 SECTION 5 - DRINE VAN WINKLE (1/2 INT)

PATSY ALLMON (1/2 INT)

1,301 FEET OR 78.85 RODS

**EXHIBIT A**

Signed F.D. Walenta Group or Corporate Staff Const. & Maint. **dcp Midstream**

6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36