

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**American Abstract Company of McClain County**

**(File Number: 20250732)**

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**Auction Tracts 10 - 17**  
**(Kay County, Oklahoma)**

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*For June 24, 2025 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Estate of Ruth Helen Steichen**

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**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.:** 20250732-1  
**Issuing Office File No.:** 20250732  
**Property Address:** Vacant land Section 13, Ponca City, OK 74601

1. **Commitment Date:** May 14, 2025 at 07:59 AM

2. **Policy to be issued:**

**Proposed Amount of Insurance:**

- a. ALTA Owners Policy (07/01/2021)  
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement \$0.00  
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. \$0.00  
The estate or interest to be insured: Fee Simple

3. **The estate or interest in the Land at the Commitment Date is:** Fee Simple.

4. **The Title is, at the Commitment Date, vested in:**

Ruth Helen Steichen, by a Warranty Deed recorded December 4, 1990 in Book 766, page 110.  
AND  
Ruth Helen Steichen, by a Final Decree recorded October 21, 2010 in Book 1912, page 99.

5. **The Land is described as follows:**

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File No.: 20250732

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



**SCHEDULE A**

(Continued)

The West Half of the Northwest Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The East Half of the Northwest Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The Northeast Quarter of the Southwest Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The West Half of the Northeast Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The East Half of the Northeast Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma. LESS AND EXCEPT TRACT #1 AND TRACT #5 of the Plat recorded June 14, 1929 in Book 4, page 80.

**STEWART TITLE GUARANTY COMPANY**



\_\_\_\_\_  
Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

ESTIMATED

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File No.: 20250732

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 20250732

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
  - a. Warranty Deed from Ruth H. Steichen to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement 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.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (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.
7. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, as set forth in Table A of the Survey Standards.

**Note:** Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

8. Obtain a Final Report for issuance of title policy.

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File No.: 20250732

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



## SCHEDULE B PART I

(Continued)

9. 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.
10. 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.
11. Obtain a court search as to PURCHASE in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. A Transcript of the Estate of Ruth Helen Steichen has been examined. Obtain and file of record all valid recorded Orders of the court in regards to the subject lands and further requirements will be made as necessary.
13. Record properly executed Release of Mortgage:  
  
Mortgagor: Ruth Helen Steichen  
Mortgagee: Bancfirst  
Amount: [REDACTED]  
Dated: 8/1/12  
Filed: 8/6/12  
Recorded: Book 1578 Page 799  
Refiled August 24, 2012 in Book 1581, page 334;  
Modification recorded May 10, 2018 in Book 1775, page 978;  
Modification recorded October 7, 2019 in Book 1818, page 171;  
Modification recorded January 23, 2020 in Book 1826, page 843;  
Modification recorded July 20, 2020 in Book 1841, page 37;  
Modification recorded February 26, 2021 in Book 1861, page 763;  
Modification recorded September 20, 2021 in Book 1882, page 41.
14. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

*Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 561.*

*Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 511. Assignment and Conveyance recorded June 28, 2010 in Book 1496, page 987;*

*Assignment and Conveyance recorded June 28, 2010 in Book 1496, page 990;*

*Assignment and Conveyance recorded July 12, 2010 in Book 1497, page 951;*

*Right of Way Easement to Kay Electric Cooperataive recorded March 5, 2014 in Book 1636, page 658.*

*Assignment and Assumption recorded Feburary 5, 2014 in Book 1634, page 209.*

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 20250732

**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. Rights or claims of parties in possession not recorded by the Public Records.
3. Easements, or claims of easements, not recorded by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded by the Public Records.
6. Taxes or assessments which are not recorded as existing liens by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.
11. Report of Condemnation Commissioners recorded October 23, 1930 in Book 108, page 405. (Section 13)

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File No.: 20250732

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



## SCHEDULE B PART II

(Continued)

12. Right of Way Contract in favor of Continental Pipe Line Company recorded October 23, 1954 in Book 206, page 399. (Section 13)
13. Establishment of Bois D'Arc-Cowskin Creek Conservancy District NO. 1 recorded March 24, 1972 in Book 326, page 621. (Section 13)
14. Report of Commissioners recorded April 14, 1971 in Book 321, page 437. (Section 13)
15. Report of Commisioners recorded April 22, 1980 in Book 266, page 360. (Section 13)
16. Easement Agreement to Ceja Corporation recorded october 30, 2015 in Book 1694, page 889. (Section 13)
17. Right of Way Agreement to Northern Oklahoma Gas Company recorded March 3, 1950 in Book 166, page 477. (Section 13)
18. Easement to Phillips Pipe Line Company recorded September 23, 1997 in Book 992, page 829. (Section 13)
19. Right of Way Agreement to CEJA Corporation recorded April 3, 2003 in Book 1220, page 429. (Section 13)
20. All items affecting subject Lot as shown on the recorded plat on June 14, 1929 in Book 4, page 80 are made a part hereof. (Section 13)
21. Roadway as shown on an Order Confirming Sale of Real Estate recorded July 16, 1953 in Book 191, page 175. (Section 13)
22. Right of Way Agreement recorded November 7, 1962 in Book 273, page 432. (Section 13)
23. Right of Way Agreement recorded April 15, 1964 in Book 282, page 195. (Section 13)
24. Right of Way Agreement recorded April 21, 1964 in Book 282, page 256. (Section 13)
25. Right of Way Agreement recorded March 30, 1970 in Book 315, page 473. (Section 13)
26. Right of Way Agreement recorded December 20, 1983 in Book 443, page 441. (Section 13)
27. Utility Permit recorded May 1, 1987 in Book 607, page 301. (Section 13)
28. Easement for Water Well recorded November 19, 1993 in Book 879, page 440. (Section 13)
29. Easement Agreement recorded February 24, 2010 in Book 1486, page 782. (Section 13)
30. Easement Agreement recorded July 15, 2013 in Book 1613, page 832. (Section 13)
31. Transmission Line Easement recorded December 30, 2013 in Book 1631, page 508 (Section 13)

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**SCHEDULE B PART II**  
(Continued)

32. Notice of Construction of Pipeline Easement and Expiration and Release of Temporary Construction Easements recorded March 18, 2015 in Book 1673, page 810. (Section 13)

ESTIMATED

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**EXHIBIT A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A**

The Land is described as follows:

The West Half of the Northwest Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The East Half of the Northwest Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The Northeast Quarter of the Southwest Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The West Half of the Northeast Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The East Half of the Northeast Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma. LESS AND EXCEPT TRACT #1 AND TRACT #5 of the Plat recorded June 14, 1929 in Book 4, page 80.

ESTIMATED

IN THE DISTRICT COURT OF KAY COUNTY, STATE OF OKLAHOMA

Oklahoma Gas and Electric Company,  
a corporation,

Plaintiff

vs.

J. W. Dallos and Grace Dallos,

Defendants

Exceptions

Number 12209 # 11

FILED IN DISTRICT COURT  
KAY COUNTY, OKLAHOMA

FEB 23 1927

H. O. HOONAN, Court Clerk  
By Sophia [Signature] Deputy

REPORT OF CONDEMNATION COMMISSIONERS

TO THE COURT CLERK OF KAY COUNTY, STATE OF OKLAHOMA.

We, the undersigned, R. B. Hixson  
A. H. Stevens, J. J. Tracy

each being a disinterested freeholder of Kay County, Oklahoma, having been selected as Commissioners to inspect the real property herein-after described and consider the injury which the defendants, as the owners thereof, will sustain by reason of the taking of a portion of said property by the Oklahoma Gas and Electric Company, a corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, respectfully submit the following report:

That on the 22 day of February, 1927, we and each of us took the oath prescribed by law and proceeded to inspect the real estate owned by the defendants, being described as the W 1/2 of the NW 1/4 of Section 13, Township 25 North, Range 1 East of the Indian Meridian, in Kay County, State of Oklahoma.

We further report that the Oklahoma Gas and Electric Company, a corporation, as aforesaid, has located its survey for the construction of an electric transmission line over and across the premises above described, said line to enter the premises of the defendants at a point 1453 feet South of the Northwest corner of said NW 1/4 of said Section 13, and running thence in a Northeasterly direction a distance of 1434.5 feet to a point on the East Boundary of the W 1/2 of the NW 1/4 of Section 13 aforesaid 288.5 feet South of the Northeast corner of said W 1/2 of the NW 1/4 of Section 13 aforesaid.

That for the operation and maintenance of said line the plaintiff will require the following described partials of land, to-wit:

A tract of ground 5 feet in width in an Easterly and Westerly direction by 20 feet in length in a Northerly and Southerly direction, said tract being located at a point on the route above set forth a distance of 65 feet East of the West line of said NW 1/4 of Section 13 aforesaid.

Also a tract of ground 5 feet in width in an Easterly and Westerly direction by 20 feet in length in a Northerly and Southerly direction, said tract being located at a point 615 feet East of the West boundary of said NW 1/4 of Section 13, aforesaid.

Also a tract of ground 5 feet in width in an Easterly and Westerly direction by 20 feet in length in a Northerly and Southerly direction, said tract being located at a point on the route of line above set forth a distance of 1115 feet East of the West line of said quarter Section.

That the total amount of land so required by the plaintiff amounts to approximately 1/150th of an acre.

That in addition to the actual land so taken by the plaintiff as above set forth it will require the right to remove all trees which may interfere with or endanger the operation of said line, which we find to be six trees.

Plaintiff also requires the right of ingress and egress for patrolmen on foot to patrol and inspect said line and for teams or trucks, workmen and material necessary in the construction of said line and for the repair thereof, if and when necessary, subject, however, to the payment of any damages to crops as the result of the construction of said line and the repair thereof in the future.

That on each of the parcels of land described herein as being required by the plaintiff it will erect poles and cross arms and requires the right to maintain said wires from cross arm to cross arm over defendants land on the route of line herein above described.

We further report that we have viewed the premises sought to be taken by the plaintiff together with adjoining land of the defendants and after investigating the matter as to the value of the land actually taken and damages to the remainder by reason of the removal of trees and maintenance of wires from cross arm to cross arm above said land together with right of ingress and egress subject to the conditions above set forth, we find that the defendants will sustain an injury by reason of the use of said property as above set forth and the appropriation of the three small tracts where the poles are located and we hereby assess the amount of damages due to the defendants, as the owners of said land, by reason of such use and appropriation at the sum of Five Hundred Dollars dollars.

In witness whereof we have hereunto set our hands this  
22 day of February, 1927.

S.H. Stevens Commissioner  
J.J. Thayer Commissioner  
R.G. Hiskett Commissioner

*appraisers fees 2.00 each*

Received the within order on the 11th day of February 1927, and as commanded therein I summoned S.H. Stevens, R.G. Hiskett and J.J. Thayer and conducted them to the place where this land is located and they made a personal inspection of the same on the 22nd day of February 1927, and their report made herein.

J.M. Barker, Sheriff.  
By R.E. Rader Deputy,

A true and certified copy of the above and foregoing REPORT OF CONDEMNATION COMMISSIONERS was filed for record in the Office of the County Clerk of Kay County, State of Oklahoma on October 23, 1930 at 11:30 A. M. and recorded in Book 108 of Miscellaneous, Page 405.

Note: Balance of proceedings herein omitted will be shown upon request.

Abstracter

Frank Hughes and Grace  
Hughes, his wife,

To

Continental Pipe Line  
Company, a corporation.

RIGHT OF WAY CONTRACT

Dated August 20th, 1954

Filed October 23, 1954

At 8:00 A.M.

Recorded in Book 206 Misc.,  
Page 399

Consideration: \$18.00

#12

Hereby grant the right to lay, maintain, inspect, alter, repair, operate, remove and relay a pipe line, or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and to erect, maintain, inspect, repair, operate and remove, upon a single line of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them, over, through, upon, under and across the following described land in Kay County, State of Oklahoma, to-wit:

W $\frac{1}{2}$  NW $\frac{1}{4}$  Section 13, Twp. 25 North, Rge. 1 East.

S2-53

The undersigned consent and agree that said right of way agreement may be assigned by the owner thereof, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipe lines with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof, subject, however, to the terms and conditions of said Right of Way Agreement.

Together with the rights of ingress and egress to and from said line or lines, or any of them, for the purpose aforesaid. Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed, and their written determination of amount to be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

Grantee shall bury pipe lines below plow depth.

TO HAVE AND TO HOLD said easement, rights, and rights of way unto the said Grantee, its successors and assigns until said easement be exercised, and so long thereafter as the same shall be useful for the above named purposes.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Frank Hughes  
Grace Hughes

Acknowledged August 20th, 1954 by Frank Hughes and Grace Hughes, his wife, before Charles A. Morrill, Notary Public, Kay County, Oklahoma. (SEAL) Commission expires May 7, 1957.

IN THE DISTRICT COURT WITHIN AND FOR KAY COUNTY, STATE OF OKLAHOMA

IN RE: Bois D'Arc-Cowskin Creek )  
Conservancy District No. 1 ) CASE NO. C-71-16  
in Kay County, Oklahoma )

# 13

Petition executed in six counterparts to establish Conservancy District to include approximately 22,875 acres of land in Kay County, Oklahoma filed February 10, 1971.

Alias Order for Hearing filed Jan. 4, 1972, setting hearing on Petition for March 16, 1972.

DECREE OF INCORPORATION

CASE NO. C-71-16

(Omitting caption)

Filed March 22, 1972

Now on this 16th day of March, 1972, at the hour of 9:00 A. M., this matter comes on for hearing in the District Courtroom in Newkirk, Kay County, Oklahoma, upon the petition for the creation of the Bois d'Arc - Cowskin Creek Conservancy District No. 1 of Kay County, Oklahoma, and the objections filed thereto.

The Petitioners appeared in person and by their attorneys, Ross, Ross & McCarty. The City of Ponca City, Kay County, Oklahoma, appeared by its attorney, Marland Johnson and with permission of the Court, withdrew their petition requesting the formation of said Conservancy District.

After the taking of sworn testimony of the petitioners, the examination of the filings herein, and the hearing of all parties and interests, the Court made the following findings of fact, to-wit:

1. That due and legal notice of this hearing has been given, as required by the Statutes of the State of Oklahoma, by the publication of said notice and a map of the proposed district in the Newkirk Herald Journal, a newspaper published in Kay County, Oklahoma, at least 60 days prior to the date of this hearing.

2. That the purpose of the Conservancy Act of the State of Oklahoma would be subserved by the creation of the Conservancy District as prayed for.

3. That as of the date of this hearing, above, fifty-one percent or more of the landowners and numbers of acres of land within the proposed district have filed written petitions requesting formation of said District.

4. That as of the date of this hearing fifty-one percent of the number of owners and acres of land in the proposed District have not filed written protest against the formation of said District.

5. That all questions of law, fact and equity or either of them have been heard and determined in favor of the organization of said District, and that said District should be organized for the reasons and purposes set out in said Petition.

6. That said District should be designated as the Bois d'Arc - Cowskin Creek Conservancy District No. 1, Kay County, Oklahoma, and that its principal place of business shall be the office of the District Soil Conservation Service, located at 204 South Main Street, Newkirk, Oklahoma, which is a location within the county affected by said District.

7. That the general description of the outline of said District as substantially set out in the petition and the map of the proposed District as published with the notice of this hearing is as follows, to-wit:

W/2 W/2 and SE/4 SW/4 of Sec. 13, Twp. 25N, Rge. 1E.

(And other property not herein abstracted

All located in Kay County, Oklahoma.

In all of the above "N" means North; "S" means South, "E" means East and "W" means West. "Twp." means Township, "Rge." means Range and "Sec." means Section. Letters with slash mark followed by number means fractional portion of the description.

8. That as to all other real property, other than as described above, whether named in the petition or the notice of this hearing, should be dismissed and not included within the boundary lines of said District.

9. That the 20th day of April, 1972, at the hour of 10:00 A. M. in the District Courtroom in Newkirk, Kay County, Oklahoma, shall be held an election for the temporary Board of Directors, and that notice thereof be given as required by law not less than 30 nor more than 60 days before the date of such meeting.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Bois d'Arc-Cowskin Creek Conservancy District No. 1, Kay County, Oklahoma, is organized under the provisions of the Conservancy Act of the State of Oklahoma and shall have all the corporate powers of such a Conservancy District as provided by Statute and for the following specific purposes, to-wit:

- (1) Of preventing floods;
- (2) Of regulating stream channels by changing, widening, and deepening same;
- (3) Of reclaiming or of filling wet and overflowed land;
- (4) Of providing for irrigation where it may be needed;
- (5) Of regulating the flow of streams;
- (6) Of diverting or in whole or in part eliminating watercourse, or part of the flowage thereof;
- (7) To maintain, operate, and repair any construction herein named and to do all things necessary under the provisions of the Conservancy Act of Oklahoma for the fulfillment of the purposes for which the District is created.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the area of said Conservancy District shall be as above described and that any and all other real property not contained in the above description shall be dismissed in the organization of said District and that the principal place of said business of said District shall be as set out above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that on the 20th day of April, 1972 at the hour of 10:00 A. M. in the District Courtroom of the Courthouse in Newkirk, Kay County, Oklahoma, shall be held an election for a temporary Board of Directors for said Conservancy District and notice be given thereof all as provided by said Conservancy Act of Oklahoma.

/s/ Lowell Doggett  
Judge of the District Court

OK:  
ROSS, ROSS & McCARTY  
By Jack De McCarty  
Attorney for Petitioners

A true and certified copy of the above and foregoing Decree of Incorporation was filed for record in the office of the County Clerk of Kay County, State of Oklahoma, March 24, 1972 at 3:15 P. M. and recorded in Book 326 Misc., Page 621.

\*\*\*\*\*

Record Number 103943

#14

John L. Duroy, R. A. Capshaw and Gilbert Humphries, Commissioners	)	REPORT OF COMMISSIONERS DATED January 14, 1971 FILED April 14, 1971
To	)	At 2:15 P.M. Volume 321 Misc.
The Public	)	Page 437 CONSIDERATION ----

IN THE DISTRICT COURT WITHIN AND FOR KAY COUNTY, STATE OF OKLAHOMA

OKLAHOMA NATURAL GAS COMPANY, A CORPORATION	)	
PLAINTIFF	)	CASE NO. C-70-137 PC
-vs-	)	FILED January 15, 1971
W. J. BURNS AND LOUISE ANN BURNS, HUSBAND AND WIFE, DEFENDANTS	)	

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 14 day of Jan., 1971, we took the oath and proceeded to view the following described property and premises, to-wit:

East half of the Northwest Quarter (E/2 NW/4) of Section Thirteen (.S13), Township Twenty-five North (T25N), Range One East (E1E), Kay County, Oklahoma

We further report in accordance with said order of appointment that it is necessary for the plaintiff to operate and maintain a 12 inch pipeline across the above-described lands and to obtain a permanent easement 30 feet in width for a distance of 88 rods for the maintenance 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 SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

of such lands will sustain by reason of the maintaining, operating, 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 permanent easement for the pipeline thereon, in the amount of \$880.00.

IN WITNESS WHEREOF, we have hereunto set out hands on this 14 day of Jan., 1971.

COMMISSIONERS FEES:

\$50.00  
\$50.00  
\$50.00

John L. Duroy  
R. A. Capshaw  
Gilbert Humphries  
COMMISSIONERS

State of Oklahoma, County of Kay, ss:

I hereby certify that the within and foregoing is a true and correct copy of the original instrument as the same appears on file and of record in my office in the City of Ponca City, in said County and State,

Witness my hand and seal this 15th day of January, 1971.

Hazel M. Wood  
Court Clerk  
Norma Watts  
Deputy

(SEAL)

\*\*\*\*\*

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

Sheet No.

**30**

IN THE DISTRICT COURT OF KAY COUNTY, STATE OF OKLAHOMA

OKLAHOMA GAS AND ELECTRIC  
COMPANY, AN OKLAHOMA CORP-  
ORATION, PLAINTIFF,

CASE NO. C-79-78

-VS-

W. J. BURNS AND LOUISE  
ANN BURNS, HIS WIFE,  
DEFENDANTS.

FILED: March 16, 1980

#15

ORDER CONFIRMING REPORT OF COMMISSIONERS

Now on the 18th day of March, 1980, the above styled and numbered cause came on for hearing and the Plaintiff, Oklahoma Gas and Electric Company, appeared by its attorney of record, Paul Walters, and the Defendants appeared by their attorney, Walt Brune. The parties hereby waive trial by jury and agree that this matter might be heard without further notice and the Court being fully advised in the premises, finds:

1.

Plaintiff is a corporation duly organized under the laws of the State of Oklahoma and vested with the power of eminent domain for the acquisition of property needed for the transmission of electric power and energy.

2.

It is necessary for the Plaintiff to appropriate and take, under the powers vested in it by the Statutes of the State of Oklahoma, an easement and right of way over and across the real property described in Plaintiff's Petition for the construction, reconstruction, operation and maintenance of a system of wires,

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

cables and fixtures, aerially supported by wood pole structures for the transmission of electric current at such voltages as Plaintiff may determine appropriate, together with telephone and telegraph messages incident to Plaintiff's business.

3.

That the Demand for Jury Trial hereto filed in this cause by Plaintiff and by Defendants are hereby withdrawn.

4.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, Oklahoma Gas and Electric Company, have and recover judgment against the Defendants, condemning and vesting in Plaintiff a perpetual easement and right of way for the construction, reconstruction, operation and maintenance of an electric transmission system comprised of a system of wires and fixtures aerially suspended from and supported by structures for the transmission of electric current and energy at such voltages as may be desired by the Plaintiff, and the transmission of telegraph and telephone messages necessary in the operation of Plaintiff's electric transmission facilities over and across the following described tract of real property, to-wit:

A tract of land 100 feet in width over and across the East half of the Northwest Quarter (E/2 NW/4) of Section 13, Township 25 North, Range 1 East, Kay County, Oklahoma, being 50 feet in width on each side of a centerline described as commencing at a point on the west line of said E/2 NW/4 880 feet South of the northwest corner thereof and extending northeasterly in a straight line a distance of approximately 1440 feet to a point on the east line of said E/2 NW/4, 320 feet south of the northeast corner thereof.

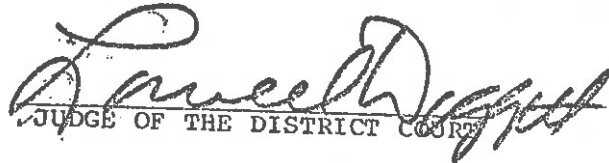
SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

which easement and right of way shall include the right, privilege and authority of entering upon said tract of land for the purposes of erecting, operating, maintaining, rebuilding or removing said transmission line; the right to cut down, trim or remove any trees within the limits of said right of way and easement, and the right to remove any structure or obstruction now or hereafter located upon said right of way and easement which might interfere with or endanger said electric line or its mainenance and operation; and, in addition thereto, such other privileges as may be necessary or proper for the construction, reconstruction, maintenance, operation and removal of said electric transmission line system by the Plaintiff herein, its successors and assigns; that, notwithstanding the appropriation of the rights hereinbefore described, the above described land will not be fenced by the Plaintiff, and no permanent trails or roads will be extended across said property by Plaintiff, and no permanent openings maintained in the fences and the land shall, subject to the Plaintiff's easement and rights above described, remain the property of the owners thereof and be subject to their use for any purposes which are not inconsistent with the rights of the Plaintiff above set forth and which will not interfere with Plaintiff in the exercise of said rights.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Report of Commissioners made and filed herein on the 19th day of October, 1979, be and the same is hereby approved and confirmed and the Court Clerk is hereby directed to disburse the

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

OKLAHOMA LAND TITLE ASSOCIATION UNIFORM CERTIFICATE  
Commissioners' award of \$5,500.00 previously deposited herein by  
Plaintiff, to the Defendants named herein.

  
JUDGE OF THE DISTRICT COURT

APPROVED:

  
Attorney for Plaintiff

  
Attorney for Defendants

A full, true and certified copy of the above and foregoing  
Order Confirming Report of Commissioners was filed for record  
in the office of the County Clerk of Kay County, Oklahoma, on  
April 22, 1980 at 11:38 A.M. and was duly recorded in said  
office in Book 266, at page 360, record number 003824.

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

Sheet No.

06

2015

1-2015-006516 10/05/2015 9:19 am  
Book 1598 Page(s) 0129-0132  
Fee: \$ 19.00 Doc: \$ 0.00  
Sheila Befamy - Osage County Clerk  
State of Oklahoma

1-2015-009022 10/30/2015 8:38 am  
Book 1694 Pg 0889-0892  
Fee: \$ 19.00 Doc: \$ 0.00  
Tammy Reese - Kay County Clerk  
State of Oklahoma



#16

EASEMENT AGREEMENT

④  
14.00  
500  
400

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and covenants herein, the sufficiency of the consideration and covenants being acknowledged as good and sufficient consideration (collectively, the "Consideration"), Robert E. Steichen and Margaret L. Steichen, Trustees of the Steichen Family Revocable Living Trust dated October 16, 2012, whose mailing address is 1825 East Tonkawa, Tonkawa, OK 74631 (hereinafter called "Grantor") does hereby grant, sell, and convey unto Ceja Corporation, an Oklahoma Corporation, whose mailing address 1437 S. Boulder Ave., Suite 1250, Tulsa, OK 74119 (hereinafter called "Grantee"), a forty (40) year easement (the "Easement"), with reasonable renewal provisions at the end of the initial term, for the sole purposes, in connection with operation of certain oil and gas leases operated by Grantee, of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing with the same size pipe or smaller size pipe, altering, reconstructing, removing, and abandoning one pipeline only, together with all fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto (collectively, the "Pipeline") (it being expressly understood, however, that this Easement is not a multi-use easement and shall not give Grantee the right to construct or operate above-ground facilities of any kind (unless expressly set for them in this agreement), for the specific transportation of salt water or natural gas in such pipeline within one trench through a strip of land sixteen and a half feet (16.5 ft) in width (the "Easement Area"), located on real property situated in the County of Kay, State of Oklahoma, owned by Grantor and described as follows:

006516

16.6 ft wide strip running South from the SWSW of 13-T25N-R1E to a point approximately 400 ft South of the section line shared with the NWNW of 24-T25N-R1E

The aforesaid Easement is granted subject to the following terms, stipulations and conditions all of which are hereby covenanted and agreed to by Grantor and Grantee and shall be covenants that run with the land and binding and enforceable against Grantor and Grantee and their successors and assigns. By acceptance of any of the benefits under this Agreement, including without limitation the grant of the Easement herein, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

BK 1598PG0129

Ref: Ceja Corporation  
1437S Boulder St #1250  
Tulsa OK 74119

1. The liabilities and responsibilities of Grantor and Grantee for claims for damages and losses relating to the Easement or the Easement Area are described in subparagraphs A and B below:
  - a. Grantee will pay all reasonable costs and expenses (including reasonable attorney's fees) that result from Grantee's, or anyone acting on Grantee's behalf, use of the Easement Area, including, but not limited to, damages cause by petroleum leaks and spills (including any substances transported through the pipeline), and damages to Grantor's crops, pastures, drainage systems, produce, natural springs, water wells, ground water, livestock, bridges, lanes, improvements, equipment, fences, structures, terraces, waterways or timber, except to the extent damages are cause by the gross negligence or willful gross misconduct of Grantor.
  - b. Grantor waives any claims, now and in the future, that challenge the validity of this Easement or that seek additional compensation relating to the granting of the Easement.
2. Grantee shall have the right to cut all fences to have access to the Easement Area for construction purposes only, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during the construction and maintenance of the Pipeline. If Grantor or assign's cattle escape from the premises as a result of the construction or maintenance of said line, Grantee will be responsible for all expenses in securing the livestock back on Property and any and all related actions arising from such occurrence(s).
3. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its

appurtenances Grantor, its successors, heirs or assigns, reserve the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area or adjacent property. Further, in the event of a dispute between Grantor and Grantee regarding Grantee's decision that a proposed or actual use by Grantor constitutes an unauthorized or disallowed use under this paragraph, the parties agree to submit the issue to a mediator agreed upon by Grantor and Grantee with the costs of its mediation to be paid one half each by Grantor and Grantee. If an agreed upon resolution is not reached, the parties may submit the issue to the applicable Court.

4. Grantee, at its expense, will remove all trash, cans, waste materials and other debris ("Debris") within five days after completion of construction of the Pipeline in the Easement Area and within five days after any subsequent work performed by Grantee in the Easement Area. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
5. Grantee, at its expense, agrees to reseed and fertilize as many times as necessary, with the same native grass or improved pasture grass, existing on the Property to re-establish after construction a substantial stand on the Easement Area crossing any pasture land portion of Grantor's Property.
6. Except in case of emergency, ingress and egress to the Easement Area shall be limited to its terminal (entry and exit) points and existing public roadways unless otherwise agreed to in writing between Grantor and Grantee.
7. The Pipeline in the Easement Area shall be installed at a minimum depth of 48", measured from the top of the pipe to the surface of the ground and will meet or exceed applicable regulations for depth of cover.
8. During installation of the pipeline, as applicable, topsoil shall be stripped and stockpiled in a windrow along the right of way and replaced to pre-existing depth. Any excess subsoil or rocks in size exceeding 2: and exposed to the surface due to construction activity shall be removed from the easement to a location designated by or approved by the Grantor.
9. Should there be any terraces or conservation structures on the Property which are crossed by the Easement Area, then all such terraces or conservation structures shall be replaced and reconstructed to their pre-construction condition. All such work shall be at the Grantee's sole expense.
10. All waterways crossed by the Easement area shall be reconstructed and reseeded as many times as necessary to return the waterways to their pre-construction condition. All such work shall be at the Grantee's sole expense.
11. Any erosion damage (including, but not limited to, natural spring flow) occurring inside or outside of the subject Easement Area which is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense, for so long as the Easement remains in effect. Grantee agrees to provide Grantor with access to the lands, where erosion has occurred outside the Easement, without delay or additional added cost to repair such erosion.
12. Grantor shall not install other pipelines and utility lines across the Easement Area unless such installation complies with applicable laws and regulations and does not interfere or conflict with Grantee's rights hereunder. Prior to construction of such pipelines or utility lines across the Easement Area, Grantor shall provide to grantee for its review and approval detailed plans for the construction of such pipeline or utility lines.
13. No permanent above-ground equipment or appurtenances of any kind are to be placed by Grantee on said Easement Area except fence line markers.

BK 1598PG0130

14. Within five days following completion of construction, Grantee shall file with the county clerk of the county where the Property is located an "as built survey" drawing reflecting the actual location of the Pipeline. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall, if accurate, for all purposes, establish the location of the Easement.
15. Within sixty (6) days after installation of said Pipeline, weather and soil conditions permitting, Grantee shall repair and restore the Easement Area as nearly as possible to its original condition and contour and maintain the surface to prevent erosion and/or backfill sinking below original ground level in the Easement Area for a continuing period of at least 10 years subsequent to completion of the Pipeline construction, to the extent that such maintenance shall be for only those contour, backfill sinking and other surface issues that are a direct result of the installation of the pipeline or due to the presence of the pipeline. In connection with such maintenance Grantee agrees to reseed and/or re-sod as necessary to restore land to original condition. Grantee shall bear all the expense to satisfy these obligations.
16. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, its lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitors construction, use, operation or maintenance of a pipeline on the Easement Area or any other authorized or unauthorized use of the Easement Area by any one of the Indemnitors.
17. Grantee hereby agrees to pay for all additional crop, surface, erosion and ground water (including natural springs) damages caused by its repair, maintenance or other operations which occur in the future after the initial construction of said pipeline. Said amount of additional damages to be paid by Grantee to Grantor shall be the actual damages per occurrence.
18. Should the Grantee decide to abandon the improvements in the Easement Area, the Grantee may, at its option, either leave the improvements in place or remove them. In the event the Grantee elects to remove the improvements, the Grantee shall restore the Easement Area as nearly as practicable to its condition prior to removal. In the event the Grantee elects to abandon the improvements in place, the Grantee shall comply with all laws, rules and regulations relating to such abandonment applicable at that time. In either event, Grantee will send to Grantor (or the current owner of the Easement Area), written notice of Grantee's intent and a date by which the improvements in the Easement Area will be abandoned.
19. If Grantee (i) fails to satisfy and discharge in any respect any of its undertaking, duties, and/or obligations provided in this Easement in accordance with this Easement and (ii) to promptly undertake and diligently prosecute all appropriate measures to promptly and correctly remedy and cure such failure after Grantee's receipt of written notice of such failure from Grantor, then in addition to all other damages, remedies, rights and recourses available under this Easement and/or applicable law to Grantor, Grantor shall be entitled to receive from Grantee, and Grantee shall promptly pay to Grantor all of Grantor's reasonable attorneys' fees incurred by or with respect to that failure and/or related to Grantor's enforcement of Grantor's rights and remedies under this Easement and/or applicable law.
20. Any payment hereunder may be made or mailed to Grantor at the address shown above.
21. All obligatory notice under this Agreement shall be in writing, addressed to addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.
22. This Agreement shall be binding upon and enforceable against Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.

BK 1598PG0131

- 23. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.
- 24. The terms and conditions of the Easement granted herein shall be subject to all applicable laws, regulations and permit conditions.
- 25. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
- 26. The rights granted hereby to Grantee may be assigned by Grantee in whole, in Grantee's sole discretion.
- 27. This Agreement shall be governed by the laws of the State in which the Easement Area is situated.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 18<sup>th</sup> of September, 2015.

GRANTOR: Robert E. Steichen, TTEE

GRANTOR: Margaret L. Steichen, TTEE

Robert E. Steichen  
Signature, Robert E. Steichen

Margaret L. Steichen  
Signature, Margaret L. Steichen

BK 1598PG0132

State of Oklahoma                    )  
  ) ss.                   (Corporation/Trust Acknowledgement)  
County of Oklahoma

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2015, by Robert E. Steichen and Margaret L. Steichen, Trustees of the Steichen Family Revocable Living Trust dated October 16, 2012, and acknowledged to me that they executed the within and foregoing instrument in the capacity indicated as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 12/21/16  
Commission Number: 12012011

Jessica Ochoa  
Notary Public



Viola Vanselous; Kay H.  
Vanselous; Okla Vanselous;  
Grace Schweisberger; W. D.  
Edwards; William V. Edwards;  
Helen Louise Frost; and  
Wallace Henry Edwards

RIGHT OF WAY AGREEMENT  
Dated January 10, 1950  
Filed March 3, 1950  
At 8:00 A. M.  
Recorded in Book 166 Misc.  
Page 477  
Consideration: \$416.00

To

Northern Oklahoma Gas Company

#17

Hereby grant the Right-of-Way to lay, maintain, operate, relay and remove a pipe line for the purpose of transportation of Oil or Gas, with right of ingress and egress to and from the same, on, over, and through:

The West Half of the Northeast Quarter of Section 13 and the East Half of the Northeast Quarter; the Northwest Quarter of the Southeast Quarter of Section 21, and the Northwest Quarter of Section 22, all in Township 25 North, Range 1 East Kay County, State of Oklahoma.

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

Viola Vanselous  
Kay H. Vanselous  
Okla Vanselous  
Grace Schweisberger

W. D. Edwards  
William V. Edwards  
Helen Louise Frost  
Wallace Henry Edwards

Acknowledged January 10, 1950 by Viola Vanselous; Kay H. Vanselous; Okla Vanselous; Grace Schweisberger, W. D. Edwards; William V. Edwards; Helen Louise Frost; Wallace Henry Edwards; before Ben Rackley, Notary Public, Kay County, State of Oklahoma. (SEAL) Commission expires Oct 16, 1952.

RECORD NUMBER 8753

Joseph C. Steichen, et al ) EASEMENT  
 ) DATED ---  
 TO ) FILED SEPTEMBER 23 1997  
 ) AT 3:23 PM  
 ) BOOK 992  
 Phillips Pipe Line Company, a ) PAGE 829  
 Delaware Corporation ) CONSIDERATION \$10.00 & OVC

# 18

FOR AND IN CONSIDERATION of the sum of Ten Dollars and ~~no other~~ consideration, the receipt of which is hereby acknowledged, Joseph C. Steichen and Helen Steichen, hereby referred to collectively as Grantor, hereby grants to Phillips Pipe Line Company, A Delaware Corporation, herein after referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, erect, operate, repair, replace with the same size pipe or a smaller size pipe which shall consist of a singular eighteen inch (18") pipeline and to remove the said pipeline at the sole discretion of Grantee, or as required by this agreement, or by law, including future governmental regulations, through, under, upon and across real property owned by Grantor located in Kay County, State of Oklahoma, legally described as follows, to-wit:

A 50 foot wide strip of land across the SW/4 SW/4 SE/4 NE/4, SW/4 NE/4, S/2 NW/4 NE/4 & W/2 NW/4 NW/4 NE/4 of Section 13, T25N, R1E, Kay County, Oklahoma, the pipeline route and Centerline of said 50 foot strip being more particularly described as follows:

Beginning at a point in the South line of the W/2 NE/4, W/2 E/2 NE/4 & W/2 W/2 E/2 E/2 NE/4, said point bears S89°03'W, a distance of 769 feet from the Southeast corner thereof;

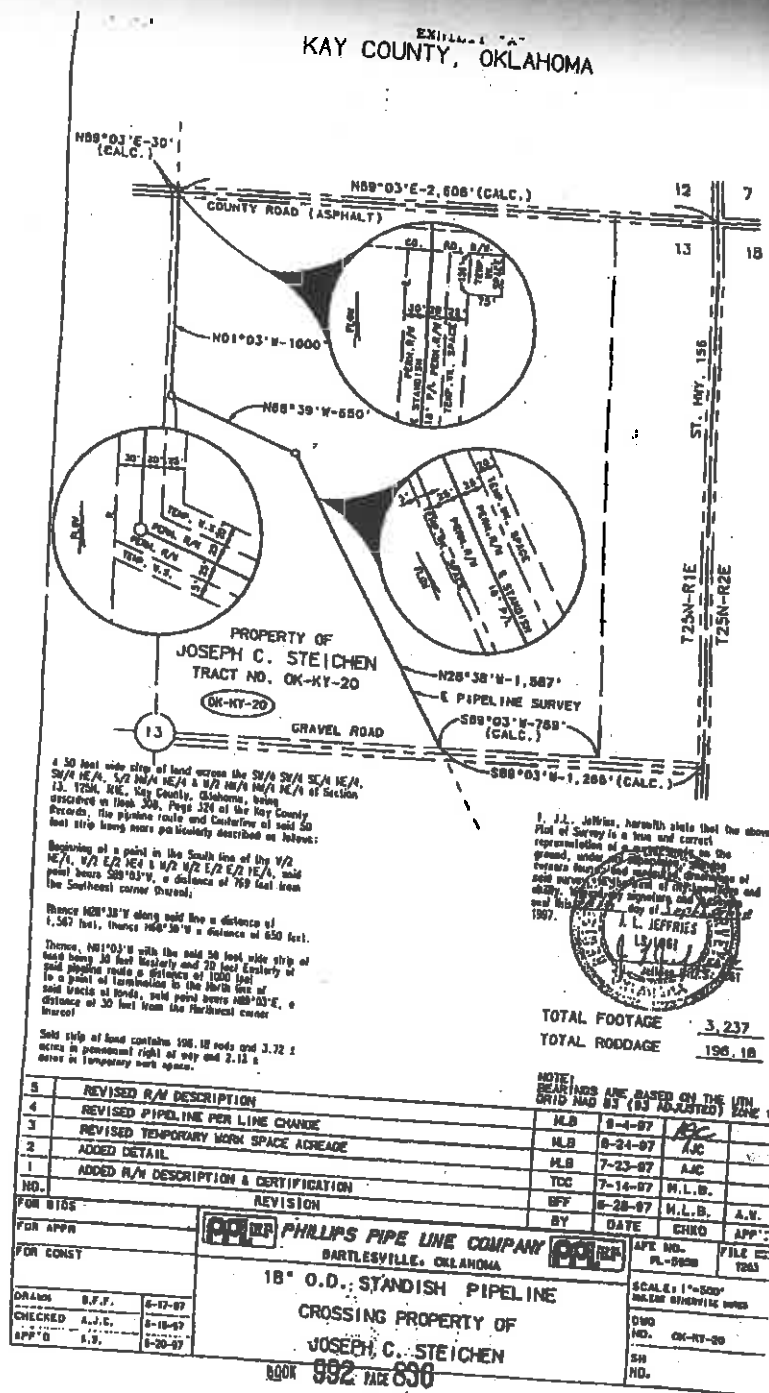
Thence, N28°38'W along said line a distance of 1,587 feet; thence N89°39'W a distance of 650 feet.

Thence, N01°03'W with the said 50 foot wide strip of land being a 30 feet Westerly and 20 feet Easterly of said pipeline route a distance of 1000 feet to a point of termination in the North line of said tracts of lands, said point bears N89°03'E, a distance of 30 feet from the Northwest corner thereof;

IT IS MUTUALLY AGREED UPON BY THE PARTIES that the rights granted hereunder shall be confined to a seventy-five foot (75') construction easement and a 75' x 150' temporary work space easement, as more particularly described in the plat attached hereto as Exhibit A. Within sixty (60) days after completion of the construction of said line, Grantee shall dress, repair and restore the entire easement to a condition as near as practicable to that which existed prior to Grantee's entry upon the premises; whereupon, the construction easement and temporary work space easement shall expire and Grantee shall thereupon immediately acquire, without further action, agreement or compensation, a permanent pipeline easement fifty feet (50') in width as shown on the plat attached hereto as Exhibit A.

CONTRACT CHECKED   
 POSTED TO SCHED.   
 POSTED TO CLO. CARDS

EXHIBIT "A"  
KAY COUNTY, OKLAHOMA



4.50 foot wide strip of land across the SW/4 SW/4 SE/4 NE/4, NW/4 NE/4, S/2 NW/4 NE/4 & N/2 NW/4 NE/4 of Section 13, T25N, R1E, Kay County, Oklahoma, being described in Book 308, Page 324 of the Kay County Records. The pipeline route and Centerline of said 50 foot strip being more particularly described as follows:

Beginning at a point in the South line of the 1/2 NE/4, 1/2 E/2 NE/4 & 1/2 W/2 E/2 NE/4, said point bears S89°03'W, a distance of 750 feet from the Southeast corner thereof;

Bearing N68°38'N along said line a distance of 1,587 feet, thence N68°38'W a distance of 650 feet.

Thence, N01°03'N with the said 50 foot wide strip of land being 30 feet Westerly and 20 feet Easterly of said pipeline route a distance of 1000 feet to a point of termination in the SW/4 SW/4 of said tracts of land, said point bears N89°03'E, a distance of 30 feet from the Northwest corner thereof.

Said strip of land contains 106.18 rods and 3.72 ± acres in permanent right of way and 2.15 ± acres in temporary work space.

J. L. Jeffries, hereunto attests that the above Plat of Survey is a true and correct representation of a survey made on the ground, under the direction of the undersigned, and made in accordance with the provisions of said surveying laws of this State and duly verified by the undersigned and sworn to by me, J. L. Jeffries, Surveyor and State Engineer of this State, on the 14th day of July, 1907.



TOTAL FOOTAGE 3,237  
TOTAL RODDAGE 196.18

NO.	REVISION	BY	DATE	CHKD	APP'D
5	REVISED R/W DESCRIPTION	MLB	8-1-07	AJC	
4	REVISED PIPELINE PER LINE CHANGE	MLB	8-24-07	AJC	
3	REVISED TEMPORARY WORK SPACE ACREAGE	MLB	7-23-07	AJC	
2	ADDED DETAIL	TCC	7-16-07	M.L.B.	
1	ADDED R/W DESCRIPTION & CERTIFICATION	BFF	6-28-07	M.L.B.	A.V.

NOTE: BEARINGS ARE BASED ON THE UTM GRID MAG 85 (83 ADJUSTED) ZONE 14

FOR APPR	FOR CONST	PHILLIPS PIPE LINE COMPANY BARTLESVILLE, OKLAHOMA	APP. NO. PL-0208	FILE NO. T25N
----------	-----------	--	---------------------	------------------

18" O.D. STANDISH PIPELINE  
CROSSING PROPERTY OF  
JOSEPH C. STEICHEN

SCALE: 1"=500'  
INCL. OTHER PIPE LINES

DWG NO. OK-KY-20  
SH NO.

BOOK 392 PAGE 630

\*\*\*\*\*

1100  
1100

2003-3410 Book 1220 P 429 - 432  
04-03-2003 09:27AM - \$14.00  
Pam Goodno - Kay County Clerk

**RIGHT OF WAY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That Lois N. Cooper of Ponca City, OK and each and every other person whose name is signed hereto (hereinafter called Grantor, whether one or more, her heirs, executors, administrators, agents, successors or assigns), for and in consideration of the sum of One thousand and no/100 Dollars (\$ 1000.00 ) per year initial payment due within thirty (30) days from signing, balance payable annually prior to the end of each yearly period, does hereby exclusively grant, bargain, sell, convey, and warrant to CEJA Corporation, it's successors and assigns (hereinafter called "Grantee"), a right of the way easement for the term of twelve (12) years and as long thereafter as annual rentals are paid in a timely manner, such easement being Sixteen and one-half feet (16.5') in width as selected by Grantee on which to lay, construct, maintain, operate, repair, and remove an initial pipeline, and any additional pipelines desired by Grantee; for the transportation of natural gas or oil on, over, under, and through certain lands which the undersigned has an interest, situated in the County of Kay, State of Oklahoma. If said initial payment is not tendered within the thirty (30) day option period, this agreement is to be termed null and void, without notice. Said lands are more particularly described as follows:

#19

**Right of Way is to run east/west parallel to and adjacent to the northern boundary of the SW/4 of Section 18, T25N, R2E, thence south from the northeast corner of the property parallel to and adjacent to the eastern boundary to the Section Line a total distance of 5280'.**

This grant shall carry with it the right to inspect (including aerial patrol) said pipelines and other appurtenances, and to mark the location of said right of way and easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the lands within the limits of said right of way easement. Grantee shall have the right to use such lands of the Grantor adjacent to either side of the right of way as may reasonably be required by Grantee in connection with the construction, reconstruction, operation, maintenance,

Sheet No.

92

BOOK 1220 PAGE 429

SECURITY ABSTRACT COMPANY

testing, alterations of, change the size of, replacement or removal of the pipelines and other appurtenances, and the right of ingress to and egress from the said right of way across the lands of the Grantor for all purposes useful in connection with the exercise and enjoyment of the rights herein granted. As used herein, the term "pipeline" shall also include such surface or subsurface pipeline appurtenances and facilities (including metering equipment and dehydration facilities and connections with the right to fence a reasonable area surrounding such installations) as are necessary or convenient, in the judgment of Grantee, for the operation or maintenance of any such pipeline. Grantee agrees that any fencing erected on the property shall not exceed the easement boundary lines and shall not be of greater size than 15 feet by 15 feet square. Grantee further agrees that any fencing shall not be erected more that 100 feet from the boundary lines of the property as described above. Grantee agrees to notify Grantor in writing prior to the erection of any fencing or the installation of any surface appurtenances.

TO HAVE AND TO HOLD the above described rights and easement unto the Grantee, it's successors and assigns, together with the right to assign the rights and right of way herein granted, either in whole or in part, subject to the terms of this Agreement.

The pipe and other appurtenances installed by Grantee within the right of way shall at all times remain the property of Grantee. In the event Grantee permanently abandons the pipelines, it shall remove the pipe and all other appurtenances at Grantee's expense. After removal of the pipe and other appurtenances the Grantee shall restore the surface of the ground so far as is practicable, to its condition prior to installation of the pipelines and communications and control cables.

Grantor reserves the right to full use and enjoyment of said premises, except for the purpose herein granted, provided that such use and enjoyment shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, and that no excavation, building, structure or obstructions shall be constructed on said right of way and easement without Grantee's written consent.

Grantee, insofar as it is practicable to do so, shall bury all pipe and communications and control cables to a sufficient depth at time of construction so as not to interfere unreasonably with the ordinary cultivation of the right of way easement and shall restore the surface of the ground so far as is practicable, to its condition prior to installation of the pipelines and communications and control cables.

In addition to the consideration specified above, Grantee shall pay Grantor the reasonable amount of actual damages to crops, timber, livestock, fences, tile drain, buildings, private roads, and other improvements, caused by it on said lands in the construction, reconstruction or maintenance of the pipelines and communications and control cables or in the exercise of the rights of ingress and egress. Grantee further agrees that upon completion of any work on said lands, the surface will be returned to or as near as practical to its' original condition prior to construction, reconstruction or maintenance.

Grantor represents, covenants, and warrants that such of the undersigned as are shown on record in the County in which said lands are located as owners in fee simple of the lands, are in fact the owners of such fee simple title, subject only to the outstanding encumbrances, if any, now on record in said County, including any railroad right of way easements.

It is hereby understood and agreed that the parties securing this grant on behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

The payments authorized herein may be made by draft of Grantee's check either to Grantor personally or by mailing to Grantor's last known address. Upon proof of change of ownership, Grantee may make said payments to the successor (s) of Grantor.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, executors, administrators, successors, and assigns.

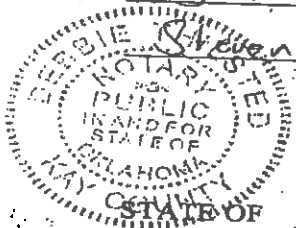
In WITNESS WHEREOF, these presents are hereby signed this 27<sup>th</sup> day of March, 2003.

WITNESS:

GRANTOR:

St. F. Bally  
Steven F. Ballinger

Lois N. Cooper  
Lois N. Cooper



STATE OF Oklahoma  
COUNTY OF Kay

SS. INDIVIDUAL ACKNOWLEDGEMENT

Before me, the undersigned a Notary Public for said County, and State on this 27<sup>th</sup> day of March, 2003, personally appeared, Lois Cooper known to me 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 purposed therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Debbie Whitted  
Notary Public

My commission expires 1-8-2006

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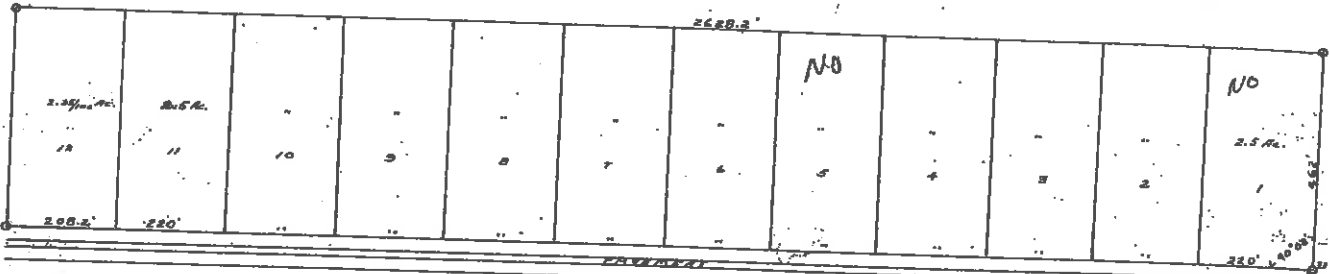
RECORD NUMBER 185111

W. A. Brooks, et al

to THE PUBLIC

) PLAT  
) DATED JUNE 7 1929  
) FILED JUNE 14 1929  
AT 8:35  
BOOK 4 PAGE 80

#20



**SUBDIVISION - E. 30 ACRES - N.E. 1/4, SEC. 13 - T25 N - R1 E, I.M. - KAY COUNTY - OKLAHOMA -**

Scale 1" = 200ft

On Hereby Certify That The Present And Sole Trustees of The Following Described Lands, Situated In The County of KAY, State of OKLAHOMA, Beginning At The Northeast Corner of The Northeast One Quarter of Section 13, Twp 25 North, Rge 1 East of Indian Meridian, Thence South 33.2' East 33' To Point of Beginning; Thence South And Parallel To East Side of Said 1/4 Sect. 262.2'; Thence West And Parallel To North Side of Said 1/4 Sect. 462.0'; Thence North And Parallel To East Side of Said 1/4 Sect. 262.2'; Thence East And Parallel To North Side of Said 1/4 Sect. 462.0' To Place of Beginning, Containing 30 Acres, Being The E 1/2 of E 1/2 of E 1/2 of N.E. 1/4 And E 1/2 of W 1/2 of E 1/2 of N.E. 1/4 of Sec. 13 - Twp 25 N - Rge 1 E, According To Gov. Survey, And of Their Own Free Will And Accord, Have Caused The Same To Be Subdivided Into Lots As Shown Upon This Plat:

*W.A. Brooks & J.E. Carson*  
Trustees

STATE OF OKLAHOMA }  
COUNTY OF KAY } s.s.  
NOTARY PUBLIC  
My Commission Expires April 12, 1930

Before Me The Undersigned, A Notary Public, In And For Said County And State, On This 23 Day of April, 1926, Personally Appeared The Aboved Signed W.A. BROOKS And J.E. CARSON Trustees; MILLER BROTHERS' 101 RANCH TRUST, To Me Known To Be The Identical Persons Who Executed The Above And Foregoing Instrument And Acknowledged To Me That They Executed The Same As Their Free Voluntary Act And Deed As Such Trustees For The Uses And Purposes Therein Set Forth, In Testimony Whereof, I Have Hereunto Set My Hand And Affixed My Notarial Seal The Day And Year Last Above Written.

*Margaret M. Tierney* Notary Public

S. K. Titus, A Civil Engineer And Surveyor, Have, At The Instance of The Owner *W.A. Brooks & J.E. Carson* of The Above Described Land, Subdivided The Same Into Lots As Shown Upon This Plat, And Hereby Certify That The Above Is A True And Correct Plat Thereof.

*S.K. Titus* Civil Engineer

Subscribed And Sworn To Before Me This 23rd Day of June, 1929

*Geo. M. Adams* Notary Public

My Commission Expires June 25, 1929

1/2" Iron Pipes At Outside Cor, 1/8" Iron Pins At Lot Cor.

S.K. Titus  
Civil Engineer  
Ponca City, Okla.

\*\*\*\*\*

JAN 24 1957

MARJORIE L. CARVER, Court Clerk  
By Grace L. Seaman  
DEPUTY

In the Matter of the Estate of  
L. H. Wentz, Deceased.

No. 12583-A

ORDER CONFIRMING SALE OF REAL ESTATE

#21

Now on this 7th day of December, 1956, at the time and place specified in this Court's Order entered herein on the 26th day of November, 1956, setting and fixing this date for hearing this return of sale of real estate, comes on regularly for hearing the verified return of M. P. Long and T. W. Prentice, Executors of the Estate of L. H. Wentz, Deceased, filed herein by said Executors on the 26th day of November, 1956, showing their sale of the following described real estate situated in Kay County, Oklahoma.

All the real estate described in Schedule "A", attached to and made a part of this Order, to City of Ponca City, Oklahoma, a municipal Corporation for the sum of \$7,872.50

And for good cause shown, further hearing on said Return of Sale is continued to January 24, 1957, at 10:00 o'clock A.M.

The Court finds this the sale is made subject to certain restrictions covering a portion of the land described in Schedule "A" and that the Executors Deed issued pursuant to this Order shall recite such restrictions.

~~As the sum of \$~~  
now, on January 24, 1957,

And/the Court, having examined such verified return and other files in this cause, and having heard testimony of witnesses in relation to such return, sale, and sale proceedings, and upon consideration thereof, and the evidence, and being fully advised in the premises, finds:

That due and legal notice of this hearing upon such return has been given as required by law and the Order of this Court; and such notice and proof thereof is now by the Court approved.

That said Executors had full power and authority to make such sale, under the terms, powers and provisions of the last Will of L. H. Wentz, Deceased, heretofore duly admitted to probate herein; that the price received by said Executors for the sale of said property was fair and reasonable; that said sale was fairly conducted and legally made; and that said sale and the confirmation thereof are for the best interest of said estate; and that said sale should be approved and confirmed.

And no objections to the confirmation of said sale being made:

It is therefore ORDERED, ADJUDGED, and DECREED that said sale be, and the same is hereby confirmed, approved and declared valid; and ~~M. P. Long~~ <sup>Earl L. Drake</sup> and T. W. Prentice, Executors of the Estate of L. H. Wentz, Deceased, are hereby directed to execute proper and legal conveyance of said real property above described to said purchaser, City of Ponca City, a municipal corporation.

WITNESS my hand and the Seal of this Court this 24 day of January, 1957.

O. K.

Wesley Deane  
Attorney for Estate of L. H. Wentz, Deceased.

Walter M. Poyett  
County Judge.

FOR PURCHASE FROM WERTZ ESTATE FOR  
ROADWAY ALONG W. SIDE OF WEST LAKE POWCA

A portion of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 18, T26N, R3E, 1.M.,  
more particularly described as follows, to-wit:

*Schedule A*

Beginning at a point on the West line of said S $\frac{1}{2}$  of  
the SW $\frac{1}{4}$ , Section 18 and 1153.75 feet North of the  
southwest corner of said S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 18;  
thence N. 67°-38' E. a distance of 197.73 feet;  
thence S. 70°-03' E. a distance of 167 feet;  
thence S. 81°-10' E. a distance of 115 feet;  
thence S. 8°-55' W. a distance of 195.5 feet;  
thence South a distance of 250.5 feet;  
thence S. 6°-58' W. a distance of 92 feet;  
thence S. 52°-00' E. a distance of 216.6 feet;  
thence N. 53°-50' E. a distance of 111.3 feet;  
thence N. 88°-05' E. a distance of 46.2 feet;  
thence S. 61°-30' E. a distance of 73.4 feet;  
thence S. 39°-10' E. a distance of 141 feet;  
thence S. 15°-30' E. a distance of 338.3 feet;  
thence S. 74°-15' E. a distance of 232 feet to  
a point on the South line of said S $\frac{1}{2}$  of the SW $\frac{1}{4}$   
of Section 18 and 1233.3 feet from the southwest  
corner of said S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 18;  
thence West along said south line a distance of  
1233.3 feet to the southwest corner of said S $\frac{1}{2}$   
of the SW $\frac{1}{4}$ , Section 18;  
thence North along the West line of said S $\frac{1}{2}$  of the  
SW $\frac{1}{4}$ , Section 18 a distance of 1153.75 feet to the  
point of beginning.  
Containing 18.66 acres more or less.

AND

A portion of the SE $\frac{1}{4}$ , NE $\frac{1}{4}$ , and NW $\frac{1}{4}$  of Section 13, T26N, R2E,  
1.M., more particularly described as follows, to-wit:

Beginning at a point on the East line of said  
SE $\frac{1}{4}$  of Section 13 and 1153.75 feet North of the  
southeast corner of said SE $\frac{1}{4}$  of Section 13;  
thence N. 86°-26' W. a distance of 185.95 feet;  
thence S. 81°-10' W. a distance of 281.95 feet;  
thence N. 21°-43' E. a distance of 365.5 feet;  
thence N. 36°-41' West a distance of 591.8 feet;  
thence N. 20°-30' E. a distance of 171.50 feet;  
thence N. 13°-37' W. a distance of 421.15 feet;  
thence N. 39°-26' W. a distance of 456.15 feet;  
thence S. 69°-03' W. a distance of 288.45 feet;  
thence S. 26°-54' W. a distance of 685.5 feet;  
thence S. 71°-41' W. a distance of 227.8 feet;  
thence N. 28°-19' W. a distance of 300.15 feet;  
thence N. 63°-51' E. a distance of 241.55 feet;  
thence N. 4°-11' E. a distance of 651.5 feet;  
thence N. 47°-35' E. a distance of 392.83 feet;  
thence N. 24°-33' W. a distance of 895.5 feet;  
thence N. 74°-44' W. a distance of 742.6 feet;  
thence N. 33°-49' W. a distance of 247.45 feet;  
thence N. 88°-31' E. a distance of 436.65 feet;  
thence N. 47°-09' E. a distance of 255.95 feet;  
thence N. 23°-36' W. a distance of 561.1 feet  
to the north line of said NE $\frac{1}{4}$  of Section 13,

and 2224.66 feet west of the northeast corner of said NE $\frac{1}{4}$  of Section 13;  
thence West along said north line a distance of 105.25 feet to a point 298.75 feet east of the northwest corner of said NE $\frac{1}{4}$ , Section 13;  
thence 108°-31' left a distance of 464.8 feet;  
thence 94°-34' right a distance of 455.25 feet to a point on the west line of said NE $\frac{1}{4}$ , Sec. 13 and 550.7 feet south of the northwest corner of said NE $\frac{1}{4}$ , Sec. 13;  
thence 48°-29' left a distance of 300.32 feet;  
thence 92°-10' left a distance of 157 feet to a point on the west line of said NE $\frac{1}{4}$ , Sec. 13 and 884.25 feet south of the northwest corner of said NE $\frac{1}{4}$ , Sec. 13;

thence continuing southeasterly along the last described line a distance of 250 feet;  
thence 4°-50' left a distance of 647 feet;  
thence 47°-31' right a distance of 708.1 feet;  
thence 62°-36' right a distance of 414.9 feet;  
thence 28°-22' left a distance of 447.85 feet to a point on the north line of said NE $\frac{1}{4}$ , Sec. 13 and 716.45 feet east of the southwest corner of said NE $\frac{1}{4}$ , Sec. 13;  
thence 2°-03' right a distance of 587.05 feet;  
thence 92°-41' left a distance of 468.5 feet;  
thence 71°-17' left a distance of 768.95 feet to a point on the north line of said SE $\frac{1}{4}$  of Section 13 and 1208.25 feet west of the northeast corner of said SE $\frac{1}{4}$ , Sec. 13;  
thence 59°-44' right along said north line a distance of 227.55 feet;  
thence 77°-35' right a distance of 570.37 feet;  
thence 1°-19' left a distance of 294.5 feet;  
thence 10°-31' left a distance of 425.38 feet;  
thence 20°-33' right a distance of 416.2 feet;  
thence 84°-59' left a distance of 590.7 feet; to a point on the east line of said SE $\frac{1}{4}$ , Sec. 13 and 973 feet north of the southeast corner of said SE $\frac{1}{4}$ , Sec. 13;  
thence 91°-32' left along said east line a distance of 180.75 feet to the point of beginning.  
Containing 27.7 acres more or less.

Among Other Property

A full, true and certified copy of the above and foregoing instrument was filed for record in Book 191 Page 175 July 16, 1953 record number 361220.

\*\*\*\*\*

psp

\*\*\*\*\*  
RECORD NUMBER 42274

John Matthew Steichen, a widower )  
 )  
 TO )  
 )  
 Continental Pipe Line Company )  
 a Delaware corporation )

RIGHT OF WAY AGREEMENT  
 DATED OCTOBER 30 1962  
 FILED NOVEMBER 7 1962  
 AT 8:00 AM  
 BOOK 273  
 PAGE 432  
 CONSIDERATION \$6.00

#22

FOR AND IN CONSIDERATION of the sum of Six and No/100 - - - - -  
 - - - - - Dollars (\$6.00), in hand paid, the receipt  
 of which is hereby acknowledged John Matthew Steichen, a widower

\_\_\_\_\_ hereinafter referred to as Grantor,  
 does hereby grant unto Continental Pipe Line Company, a Delaware corporation having offices in Ponca City,  
 Oklahoma, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect,  
 alter, repair, operate, protect, remove and relay a pipe line or pipe lines, for the transportation of oil and gas  
 and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters  
 and other equipment and appurtenances as may be necessary or convenient for such operations and, if neces-  
 sary, to construct, maintain, operate, remove and replace communication and control facilities upon, over,  
 through and under the following described land situated in Kay County,  
 State of Oklahoma to wit:

The East 30 Acres of the NE 1/4 Sec. 13, T25N; R1E, less Tracts 1 and 5.

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

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

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

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

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

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

WITNESS the execution hereof the 30<sup>th</sup> day of October 19 62

In the presence of:

Neil R. Martin  
Neil R. Martin

John Matthew Steichen  
John Matthew Steichen

STATE OF Oklahoma )  
COUNTY OF Kay )

(Kansas-Oklahoma-Missouri Form)

Before me, the undersigned, a notary public within and for said county and state, on this 30th day of October 1962, personally appeared John Matthew Steichen, a widower

known to me to be the identical persons described in and 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, purposes and consideration therein set forth.

My commission expires:  
May 8, 1965

Neil R. Martin  
Notary Public

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psp

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RECORD NUMBER 53233

William Springer and Alma Springer, his wife	)	RIGHT OF WAY AGREEMENT
	)	DATED APRIL 6 1964
TO	)	FILED APRIL 15 1964
	)	AT 8:00 AM
Continental Pipe Line Company	)	BOOK 282
a Delaware corporation	)	PAGE 195
	)	CONSIDERATION \$25.00

#23

FOR AND IN CONSIDERATION of the sum of Twenty Five and NO/100 - - - - -

Dollars (\$25.00), in hand paid, the receipt of which is hereby acknowledged William Springer and Alma Springer, his wife

hereinafter referred to as Grantor does hereby grant unto Continental Pipe Line Company, a Delaware corporation having offices in Ponca City, Oklahoma, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay, a pipe line or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to construct, maintain, operate, remove and replace communication and control facilities upon, over, through and under the following described land situated in Kay County, State of Oklahoma to wit:

A tract of land described as follows: Beginning at the NE of Section 13, Twp. 25 North, Range 1 East, thence West a distance of 495', Thence South 253', Thence East 495', Thence North 253' to the point of beginning.

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

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

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

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

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

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

WITNESS the execution hereof the 6th day of April 19 64

In the presence of:

Bruce S. Collier

William Springer  
William Springer  
Alma Springer  
Alma Springer

STATE OF Oklahoma }  
COUNTY OF Kay } ss.

(Kansas-Oklahoma-Missouri Form)

Before me, the undersigned, a notary public within and for said county and state, on this 6th

day of April 19 64 personally appeared \_\_\_\_\_

William Springer and Alma Springer, his wife

known to me to be the identical persons described in and 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, purposes and consideration therein set forth.

My commission expires:

Oct. 26, 1967

Bruce S. Collier  
Notary Public  
Bruce S. Collier

\*\*\*\*\*

psp

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RECORD NUMBER 53346

John M. Steichen, a widower )  
 )  
 TO )  
 )  
 Continental Pipe Line Company, a )  
 Delaware corporation )

RIGHT OF WAY AGREEMENT  
 DATED APRIL 7 1964  
 FILED APRIL 21 1964  
 AT 8:00 AM  
 BOOK 282  
 PAGE 256  
 CONSIDERATION \$15.00

#24

FOR AND IN CONSIDERATION of the sum of Fifteen and NO/100 - - - - -

\_\_\_\_\_ Dollars (\$ 15.00 \_\_\_\_\_), in hand paid, the receipt of which is hereby acknowledged John K. Steichen, a widower

\_\_\_\_\_ hereinafter referred to as Grantor does hereby grant unto Continental Pipe Line Company, a Delaware corporation having offices in Ponca City, Oklahoma, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipe line or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to construct, maintain, operate, remove and replace communication and control facilities upon, over, through and under the following described land situated in \_\_\_\_\_ Kay \_\_\_\_\_ State of Oklahoma to wit:

NE 1/4 Sec. 13, Twp. 25 North, Range 1 East, Except a tract of land out of the NE Corner 405' X 253'

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

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

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

RECORD NUMBER 547

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

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

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

WITNESS the execution hereof the 7th day of April 19 64

In the presence of:

Bruce J. Collier

John M. Steichen  
John M. Steichen

STATE OF Oklahoma }  
COUNTY OF Noble } ss.

(Kansas-Oklahoma-Missouri Form)

Before me, the undersigned, a notary public within and for said county and state, on this \_\_\_\_\_

day of April 19 64, personally appeared \_\_\_\_\_

John M. Steichen, a widower

known to me to be the identical persons described in and 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, purposes and consideration therein set forth.

My commission expires:

Oct 18, 1967

Bruce J. Collier  
Notary Public  
Bruce J. Collier

\*\*\*\*\*

Recorded MAR 30 1970 at 8:00 O'Clock A.M.

Reception No. 97127 Norma Lee Cook, Kay County Clerk

Mabel Siler, Dep. (Seal)

BOOK 315 PAGE 473

#25

FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

John M. Steichen

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee. WITNESSETH, that said Grantor, for and in consideration of \$ 1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, 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 Kay

State of Oklahoma, and more particularly identified and described as follows, to-wit:

The North 70 feet of the West Half (W/2), East

Half (E/2), of the Northeast Quarter (NE/4) and

the West Half (W/2), West Half (W/2), East Half

(E/2), East Half (E/2), of the Northeast Quarter

(NE/4) of Section 13-T25N-R1E.

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 nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

This right of way to expire fifty (50) years from date.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 18 day of MARCH, 1970

John M. Steichen

John M. Steichen

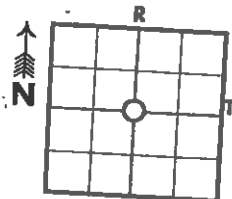
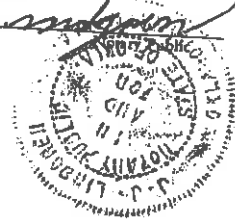
STATE OF Oklahoma }  
COUNTY OF Kay } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 10 day of March, 1970 personally appeared John M. Strachen 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.

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

My Commission Expires: Feb. 20, 1972

*J. J. Lindgren*  
RECORDING DATA



Return to:  
OKLAHOMA NATURAL GAS COMPANY  
Land & Geological Department  
Box 871  
Tulsa, Oklahoma 74102

Negotiated by J. J. Lindgren Rods 51  
Line N-7 I. O. 563-91-00 R/W# \_\_\_\_\_

Entered \_\_\_\_\_ Indexed



WITNESS the execution hereof the 18<sup>th</sup> day of October 1983

In the presence of:

Gordon Muller

Joseph Cleo Steichen   
Joseph Cleo Steichen

Ruth Helen Steichen   
Ruth Helen Steichen

Tract No. 112  
No. of Rods 4  
Check No. 09243  
Charge WFE 3800 WPL  
WESA - Steichen #1

GRANTEE:  
CONTINENTAL PIPE LINE COMPANY  
P. O. BOX 2197  
MCKINNEY, TEXAS 77252

STATE OF Oklahoma  
COUNTY OF Kay

(Kansas, Oklahoma, Missouri, Form)

Before me, the undersigned, a notary public within and for said county and state, on this 17th day of October 1923, personally appeared

Joseph Cleo Steichen and Ruth Helen Steichen h/w  
known to me to be the identical persons described in and 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, purposes and consideration therein set forth.

My commission expires:  
February 1926

Gordon Mullin  
Notary Public

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

(Texas Form)

Before me, \_\_\_\_\_, a notary public in and for \_\_\_\_\_ County, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Also before me on this day personally appeared \_\_\_\_\_ wife of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_  
My commission expires: \_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

(Colorado Form)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, by \_\_\_\_\_

Witness my hand and official seal.  
My commission expires:

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

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

(Wyoming Form)

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand the day and year first above written.  
My commission expires:

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

Form 504  
May 1975  
Return to:  
Sight Abstract & Title Guaranty Co.  
P. O. Box 467  
Newkirk, Ok. 74647

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

COUNTY: OSAGE  
PERMIT NO. 36-668

UTILITY PERMIT

RECEPTION # 31088

RECORDED  
STATE OF OKLAHOMA  
11.15 AM  
MAY 1 1987 PM

KAY COUNTY CLERK  
IRENA K. LEZAPINSKI  
BY [Signature]  
DEPUTY

TYPE OF INSTALLATION

Water \_\_\_\_\_

Sewer \_\_\_\_\_

Gas NATURAL GAS

Oil \_\_\_\_\_

Electric \_\_\_\_\_

Telephone \_\_\_\_\_

Other \_\_\_\_\_

**THIS COPY #27**  
**TO BE ON PROJECT SITE DURING CONSTRUCTION**

This authority executed in the original and three copies this 27th day of Feb., 1987, by the State Department of Transportation, acting for and on behalf of the State of Oklahoma hereinafter called the Department, Witnesseth:

That the Department does by these presents, grant to:  
Applicant POWDER RIVER PIPE LINE, INC.  
Mailing Address Rt. #4, Box 150, Ponca City, Oklahoma 74601  
Telephone 405-762-0229

A permit to erect, construct, and maintain a GAS PIPE LINE along, upon, or across the hereinafter said Highway(s) for the purpose of transporting, selling, and using SAFEGAS and shown on the attached drawing(s) and further described as follows:

LOCATION:

To CROSS U.S. 156 S.H. 156 Approximately TWO AND ONE HALF miles  
Cross or Parallel of OLD HWY 60 INTERSECTION (Highway junction or other definite points)  
(N.E.S.W.) of the SOUTH of the NORTH EAST  
and further described as: 2,665 feet (N.E.S.W.)  
Corner of Section 13 Township 25 NORTH Range 1 EAST  
County KAY

The installation will be made in the following manner:  
DRY BORING (Boring, pushing, overhead crossing, and other description)  
Size of line 2 in. PLASTIC Size of casing 4 in. STEEL

Before placing a utility facility on any Department right-of-way, a permit must be obtained, using standard forms furnished by the Department. All information requested on the form must be supplied. Drawings clearly illustrating work to be performed within the highway right-of-way and all other utility facilities in the area of this permit should be provided with the permit application. A plan view will be sufficient, except where a crossing of the highway is involved. Each highway crossing must be represented by an actual profile and cross-section view, regardless of the type of facility being installed or its function.

- This permit is granted subject to the following conditions, requirements, and covenants, to-wit:
1. Work to be performed on Department right-of-way must have the approval of the Department's Division Engineer, who must be notified when the work is to begin and when it is completed for final inspection. Under no circumstance will any work be done on Department right-of-way until approval has been obtained. No work will be done on Department right-of-way on Saturdays, Sundays or Holidays.
  2. One copy of the approved permit must be kept at the work site for inspection by the Division Engineer or his representative. The applicant will be required to have an inspector or engineer present at all times during construction to insure that installation is made in accordance with plans and specifications approved by the Department. No deviation from the approved plans and specifications will be made without the approval of the Department's Division Engineer.
  3. The applicant must agree to hold the State harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation or repair of the facilities on, under, or over the Department right-of-way. The applicant must further agree to reimburse the Department for any repair of any damage to Department facilities caused by the construction, maintenance and/or operation of the facility.
  4. All work on Department right-of-way is to be done in accordance with the current, "Standard Specifications for Highway Construction". At the conclusion of such work, the right-of-way must be cleaned up and left in a presentable condition. Cleanup will include replacing any protective grass cover destroyed by trenching or the operation of any equipment, and correcting any other damage that may have been caused, as directed by the Division Engineer.
  5. The applicant must furnish all flagmen, lights, barricades, and warning signs deemed necessary by the Department of Transportation during the construction, maintenance, or repair of his facilities on Department right-of-way, as required by Department standards and the "Manual on Uniform Traffic Control Devices". In some cases, the applicant must post bond in an amount determined by the Division Engineer. Such bonds usually will not exceed \$10,000.00. Necessity of the bond will be determined by the Division Engineer and the bond will be held in his office until the right-of-way is in a presentable condition.
  6. When notified to do so by the Department, the applicant agrees to make all changes in the facilities on Department right-of-way at the applicant's own expense, unless otherwise provided by law or order of the Transportation Commission.
  7. Clearance above the traffic lanes of the highway at all pole line crossings should comply with applicable safety codes, and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5 foot area of the installation. The facilities, when parallel to the highway, will be no more than 4 feet inside the right-of-way line, unless otherwise approved by the Division Engineer.
  8. All encased crossings are to have casing from right-of-way line to right-of-way line, be sealed at both ends and vented outside the right-of-way lines, unless otherwise approved by the Department. The top of the conduit will be a minimum of 48 inches below subgrade, but not less than 30 inches below the bottom of the ditches. The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipe, and have a life expectancy equal to or greater than the carrier pipe. The vents should be sized to allow proper release of carrier pipe contents in case of failure. The minimum pipe size for vents is 2 inch nominal, and the vent must extend a minimum of 36 inches above natural ground level. The owner must install identification markers at each right-of-way line directly above the facility. The markers may be attached to vents or to a right-of-way fence, and should be placed over parallel underground facilities at each change in direction and not more than 1000 foot intervals. The markers may be in the owner's standard design, but must identify the owner stating address and telephone number, size of facility, and must be at least 130 sq. inches in area. They must also be erected at a location plainly visible from within the highway right-of-way.

All underground electric cables crossing a highway must be placed in a conduit and be a minimum of 48 inches below the ditch flow lines. Conduit placed beneath a roadway should be steel. PVC or fiberglass conduit may be used if it is designed to withstand highway loading and is properly protected. Mechanical protection such as preformed concrete slabs, is to be placed approximately 18 inches above the conduit and an advance warning plastic tape, clearly identifying the facility, placed in the trench approximately 1 foot above the mechanical protection.

Encasement for underground power lines, or similar facilities, should comply with the above, except for the installation of vents, end seals, and the ability to contain and divert.

Encasement for underground telephone lines is not required.

Steel pipelines crossing the right-of-way may be installed without encasement if the installation is in accordance with "Special Provisions for the Installation of Underground Pipelines..." This Special Provision stipulates in part that carrier pipe material within the right-of-way must be superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be 48 inches below the flow line of drainage ditches and all other highway drainage facilities, and must be properly protected from corrosion.

Facilities, such as water and sanitary sewer lines, crossing the highway right-of-way may be approved without the use of encasement, if cast or ductile iron or material of equal design is used, with the understanding that maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. AC, PVC, Polyethylene or equivalent material lines will not be permitted without the use of a steel, or equivalent material conduit.

All underground crossings must be installed by boring or punching or other approved methods. The method and equipment for the installation must be approved by the Division Engineer. When boring beneath a roadway, water may be used provided the elevation is a minimum of 5 feet below the subgrade. Sufficient water for lubricating the bit is acceptable; however, jetting or pressure flushing of the bore will not be permitted. The alignment of the bore is to be established by drilling a pilot hole before beginning the full size bore. When water is used, the annular space outside the conduit or carrier pipe is to have grout placed at a minimum of 10 PSI, pressure to insure against cavities beneath the roadbed.

When larger diameter pipe/conduit is placed, construction should be done by either jacking, dry boring, or tunneling. When boring in cohesionless materials, jacking, dry boring, or tunneling shall be done in conjunction with the advancement of a conduit/pipe. When boring in Bentonite Clay or equivalent material, drilling mud shall be required at the ends of the bore for a minimum distance of 1 foot. A natural clay or concrete plug will be acceptable for other bores.

Time to complete a bore shall be kept within the limits of open boring or advancing a conduit that can be properly reamed and cleaned out within one working day. Under no circumstances shall muck or water be left standing inside the bore at the end of a working day, or due to a breakdown of equipment of more than eight hours.

If considered necessary, pressure grouting of the voids will be required when the diameter of any bore exceeds the outside diameter of the pipe by 2 inches or more. In the interest of safety, trenching and the parking of equipment shall be performed as far as possible from traffic lanes. In unusual cases where trenching is necessary a special plan with specifications, will be developed by the owner with assistance from the Division Engineer, setting out the method for controlling the traffic, placement of the facility and proper restoration of the roadway. The method must be approved by the Division Engineer and the Assistant Director for Land Acquisition.

Parallel facilities outside the control of access, but inside the right-of-way should be installed no more than 4 feet inside the right-of-way line unless approval is given by the Division Engineer. With the exception of power lines, all parallel buried facilities should be placed a minimum of 30 inches; 4 feet for power, below the surface of the ground. All nonferrous lines must have an electrically conductive wire, with test points, or other means of locating the pipe while it is underground. The ditch must be backfilled to a density equal to the adjacent soil, and a proper vegetative cover established on the area disturbed. Parallel overhead lines on all highway right-of-way should be limited to single pole construction. All crossings of a highway should be as nearly perpendicular as possible. Any deviation must be approved by the Division Engineer.

9. The applicant must agree to refrain from disturbing trees, shrubbery, or any part of the landscape without approval of the Division Engineer. If it becomes necessary to disturb trees or shrubbery, the applicant's intentions must be plainly stated in the application which will include size and kind of trees and shrubs, and disposition during installation.

10. Blasting will not be permitted within the highway right-of-way except in unusual cases and only with special approval from the Division Engineer.

11. The applicant must agree to notify all owners who have facilities in the area encompassed by this permit before beginning any work.

12. The applicant must agree to hold the Department of Transportation harmless for any and all damage that the utility facilities might sustain while occupying State highway right-of-way.

This permit may be revoked for noncompliance.

PIPELINES

Size 2 in.  
Alloy/Material POLYETHYLENE  
Wall Thickness .218 in.  
Contents NATURAL GAS  
Mfg. Test Pressure 200 P.S.I.  
Working Pressure 15 P.S.I.  
Max. Operating Pressure 100 P.S.I.

ELECTRIC

Voltage \_\_\_\_\_  
Conductor Size \_\_\_\_\_  
Type of Structure \_\_\_\_\_  
Routing Span \_\_\_\_\_

TELEPHONE

Wires/Pairs \_\_\_\_\_  
Gauge \_\_\_\_\_  
Cable Type \_\_\_\_\_

Powder River Pipe Line, Inc.

*R. S. Stinger*

Division Engineer RO

*Bob Edwards*

President  
(President, Owner, or Authorized Agent)  
BOB EDWARDS

Date 2-27-87

1-7-87



Attest: *[Signature]*

CCGR 607 PAGE 302

STATE OF Oklahoma  
COUNTY OF Kay SS.

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 7th day of January, 19 87, by

Bob Edwards President of  
Edwards River Pipe Line, Inc. a corporation,  
on behalf of the corporation.

My Commission Expires September 17, 1990

BOOK **607** PAGE **303**

Stan C. Newfield  
Notary Public

FURNISHED BY ALBRIGHT TITLE & TRUST COMPANY, NEWKIRK, OKLAHOMA

13

LOCATION OF UTILITIES ON HIGHWAYS

TO CROSS S.H. 156 TO PARALLEL \_\_\_\_\_ FEET

SOUTH \_\_\_\_\_ of the \_\_\_\_\_ NE \_\_\_\_\_ Corner of Section 13

Township 25 North Range 1 East County Key

NORTH

SEC. 7

SEC. 18

SEC. 18

SEC. 19

25N-2E

SEC. 12

SEC. 13

SEC. 13

SEC. 24

25N-1E

2,665 ft.

STATE HWY 156

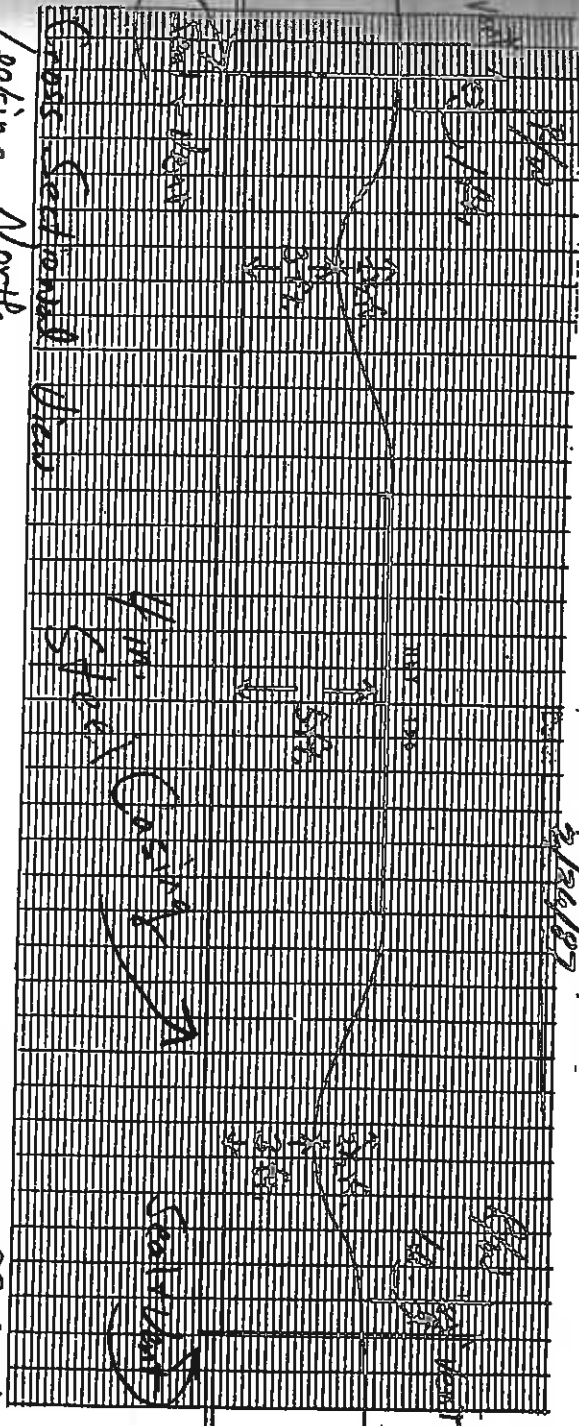
NO OPEN TRENCH WITHIN 30' FEET OF ORIGIN EDGE OF DRIVING LANE

PROPOSED APPLICABLE

By: FOGARAI

Oklahoma Department of Transportation

BOOK 607 PAGE 304



POP

\*\*\*\*\*  
RECORD NUMBER 11435

Joseph C. Steichen	)	EASEMENT FOR WATER WELL
	)	DATED NOVEMBER 15 1993
TO	)	FILED NOVEMBER 19 1993
	)	AT 3:42 PM
James K. Moreau and Sharon K. Moreau	)	BOOK 879
	)	PAGE 440

#28

I, Joseph C. Steichen, do, for value recieved, grant unto James K. Moreau and Sharon K. Moreau, their heirs, assigns, or successors, a twenty-five (25) year easement for an existing water well encroaching five (5) feet onto Tract 4 in the East 30 acres of the Northeast Quarter of Section 13, T25N R1 East of the I. M., Kay County, Oklahoma, with an option to renew for the life of the well.

This property is inherited and is not to be considered a homestead.

The said Grantor agrees that this easement shall extend to and be binding upon his heirs, executors, successors and assigns.

DATED this 15th day of November, 1993.

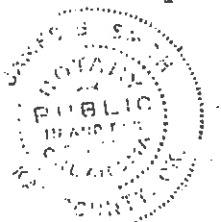
*Joseph C. Steichen*  
Joseph C. Steichen

ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF KAY

The foregoing instrument was acknowledged before me this 15th day of November, 1993, by Joseph C. Steichen



*James B. Smith*  
James B. Smith

My commission expires November 11, 1996  
Sheet No.

SECURITY ABSTRACT COMPANY

\*\*\*\*\*

RECORD NUMBER 8753

Joseph C. Steichen, et al ) EASEMENT  
 ) DATED ---  
 TO ) FILED SEPTEMBER 23 1997  
 ) AT 3:23 PM  
 ) BOOK 992  
 Phillips Pipe Line Company, a ) PAGE 829  
 Delaware Corporation ) CONSIDERATION \$10.00 & OVC

FOR AND IN CONSIDERATION of the sum of Ten Dollars and ~~and other legal~~ consideration, the receipt of which is hereby acknowledged, Joseph C. Steichen and Helen Steichen, hereby referred to collectively as Grantor, hereby grants to Phillips Pipe Line Company, A Delaware Corporation, herein after referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, erect, operate, repair, replace with the same size pipe or a smaller size pipe which shall consist of a singular eighteen inch (18") pipeline and to remove the said pipeline at the sole discretion of Grantee, or as required by this agreement, or by law, including future governmental regulations, through, under, upon and across real property owned by Grantor located in Kay County, State of Oklahoma, legally described as follows, to-wit:

A 50 foot wide strip of land across the SW/4 SW/4 SE/4 NE/4, SW/4 NE/4, S/2 NW/4 NE/4 & W/2 NW/4 NW/4 NE/4 of Section 13, T25N, R1E, Kay County, Oklahoma, the pipeline route and Centerline of said 50 foot strip being more particularly described as follows:

Beginning at a point in the South line of the W/2 NE/4, W/2 E/2 NE/4 & W/2 W/2 E/2 E/2 NE/4, said point bears S89°03'W, a distance of 769 feet from the Southeast corner thereof,

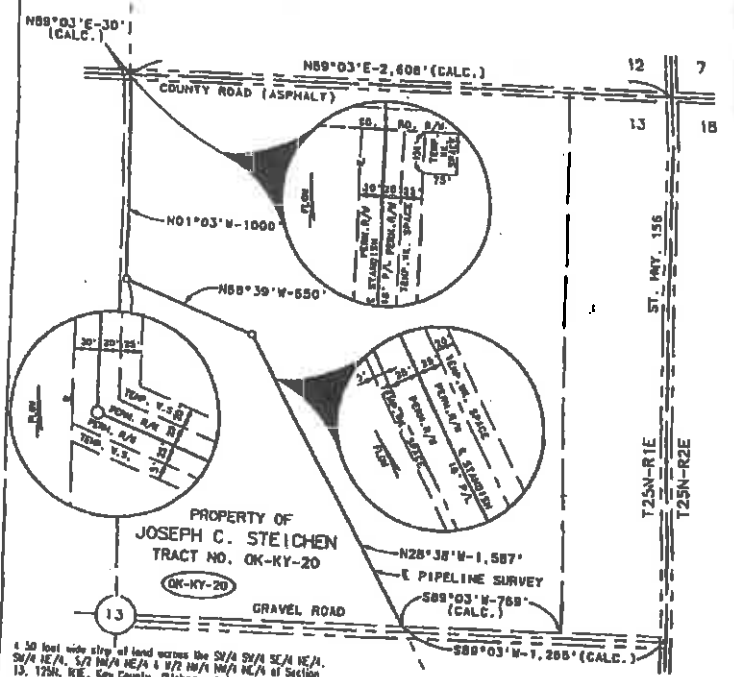
Thence, N28°38'W along said line a distance of 1,587 feet; thence N89°39'W a distance of 650 feet.

Thence, N01°03'W with the said 50 foot wide strip of land being a 30 feet Westerly and 20 feet Easterly of said pipeline route a distance of 1000 feet to a point of termination in the North line of said tracts of lands, said point bears N89°03'E, a distance of 30 feet from the Northwest corner thereof;

IT IS MUTUALLY AGREED UPON BY THE PARTIES that the rights granted hereunder shall be confined to a seventy-five foot (75') construction easement and a 75' x 150' temporary work space easement, as more particularly described in the plat attached hereto as Exhibit A. Within sixty (60) days after completion of the construction of said line, Grantee shall dress, repair and restore the entire easement to a condition to as near as practicable to that which existed prior to Grantee's entry upon the premises; whereupon, the construction easement and temporary work space easement shall expire and Grantee shall thereupon immediately acquiesce, without further action, agreement or compensation, a permanent pipeline easement fifty feet (50') in width as shown on the plat attached hereto as Exhibit A.

CONTRACT CHECKED   
 POSTED TO SCHZD.   
 POSTED TO G.C. CAROL

KAY COUNTY, OKLAHOMA



A 50 foot wide strip of land across the SW/4 SW/4 SE/4 NE/4, SW/4 NE/4, S/2 NW/4 NE/4 & W/2 NW/4 NE/4 of Section 13, 17N, 10E, Kay County, Oklahoma, being described in Book 509, Page 328 of the Kay County Records, the pipeline route and Centerline of said 50 foot strip being more particularly described as follows:

Beginning of a point in the South line of the W/2 NE/4, W/2 E/2 NE/4 & W/2 W/2 E/2 NE/4, said point bears S89°03'W, a distance of 768 feet from the Southeast corner thereof;

Thence N28°38'W along said line a distance of 1,587 feet, thence N89°03'W a distance of 650 feet.

Thence N01°03'W with the said 50 foot wide strip of land being 50 feet Easely and 20 feet Easely of said pipeline route a distance of 1000 feet to a point of termination in the North line of said tract of land, said point bears N89°03'E, a distance of 50 feet from the Northwest corner thereof.

Said strip of land contains 196.18 rods and 3.72 1/2 acres in permanent right of way and 2.12 1/2 acres in temporary work space.

I, J.L. Jeffries, herewith state that the above Plan of Survey is a true and correct representation of a survey made on the ground, under the supervision of the undersigned, and that the same is a true and correct copy of the original of said survey, and that the same is a true and correct copy of the original of said survey, and that the same is a true and correct copy of the original of said survey.

J. L. JEFFRIES  
 Surveyor  
 1907.

TOTAL FOOTAGE 3,237  
 TOTAL RODDAGE 196.18

NOTE: BEARINGS ARE BASED ON THE UTM GRID MAG 83 (83 ADJUSTED) ZONE 18

5	REVISED R/W DESCRIPTION	MLB	6-4-87	AJC
4	REVISED PIPELINE PER LINE CHANGE	MLB	8-24-87	AJC
3	REVISED TEMPORARY WORK SPACE ADZEAGE	MLB	7-23-87	AJC
2	ADDED DETAIL	TCC	7-14-87	M.L.B.
1	ADDED R/W DESCRIPTION & CERTIFICATION	BFF	6-28-87	M.L.B. A.V.
NO.	REVISION	BY	DATE	CHRD APP'Y
FOR BIDS	PHILLIPS PIPE LINE COMPANY		DATE	CHRD APP'Y
FOR APPR	BARTLESVILLE, OKLAHOMA		DATE	CHRD APP'Y
FOR CONST	18" O.D. STANDISH PIPELINE		DATE	CHRD APP'Y
	CROSSING PROPERTY OF		DATE	CHRD APP'Y
	JOSEPH C. STEICHEN		DATE	CHRD APP'Y
	BOOK 992 PAGE 636		DATE	CHRD APP'Y

\*\*\*\*\*



1-2010-001407 02/24/2010 2:36 pm  
Book 1486 Page(s) 0782-0785  
Fee \$ 25.00 Doc \$ 0.00  
TAMMY REESE - Kay County Clerk  
State of Oklahoma

#29

Tract No. CE-OK-KY-2047.013

**EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants herein, the sufficiency of the consideration and covenants being acknowledged as good and sufficient consideration (collectively, the "Consideration"), Ruth Helen Steichen, whose mailing address is 6151 W. Fountain Road, Ponca City, OK 74601 (hereinafter called "Grantor") does hereby grant, sell, convey unto TRANSCANADA KEYSTONE PIPELINE, LP., a Limited Partnership having its principal place of business at 450 - 1 Street SW, Calgary, Alberta, Canada, T2P 5H1, its successors and assigns (hereinafter called "Grantee"), a perpetual easement (the "Easement") for the sole purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing with same size pipe or a smaller size pipe, altering, reconstructing, removing, and abandoning one thirty-six inch (36") pipeline only, together with all fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto (collectively, the "Pipeline") (it being expressly understood, however, that this Easement is not a multi-use easement and shall not give Grantee the right to construct or operate above-ground facilities of any kind unless expressly set forth in this agreement), for the transportation of oil, natural gas, hydrocarbon, petroleum products and all by-products thereof, on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Easement Area"), located on real property situated in the County of Kay, State of Oklahoma owned by Grantor and described as follows: West Half (W/2) of the East Half (E/2) of the Northeast Quarter (NE/4) and the West Half (W/2) of the West Half (W/2) of the East Half (E/2) of the East Half (E/2) of the Northeast Quarter (NE/4) all in Section Thirteen (13), Township Twenty-Five (25) North, Range One (1) East of the Indian Meridian (the "Property"). In addition to the perpetual easement herein conveyed Grantor further conveys unto the Grantee temporary construction easements during the original construction of the Pipeline and the Easement shall also include the area described under the headings "Temporary Work Space" and "Additional Temporary Work Space" in Exhibit A hereto (the "Temporary Work Space Area"), such Temporary Work Space Area shall be identified and marked to ensure confinement to such area. Said Temporary Work Space Area shall become effective immediately upon entry by the Grantee of the premises for purposes related to commencing construction and shall automatically terminate upon conclusion of the construction project upon the premises. At the conclusion of construction upon the premises, Grantee shall record, at Grantee's sole cost and expense, a written release of Temporary Work Space Area sufficient in form for recording in the land records to effect a full and permanent release of the Temporary Work Space Area herein conveyed.

The aforesaid Easement is granted subject to the following terms, stipulations and conditions all of which are hereby covenanted and agreed to by Grantor and Grantee and shall be covenants that run with the land and binding upon and enforceable against Grantor and Grantee and their successors and assigns. By acceptance of any of the benefits under this Agreement, including without limitation, the grant of the Easement herein, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of Grantor and Grantee for claims for damages and losses relating to the Easement, the Easement Area or Temporary Work Space Area are described in subparagraphs A and B below:

A. Grantee will pay all reasonable costs and expenses (including reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area, including, but not limited to, damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, natural springs, water wells, livestock,

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Sheet No. 058

SECURITY ABSTRACT COMPANY

bridges, lanes, improvements, equipment, fences, structures, terraces, waterways or timber, except to the extent the damages are caused by the gross negligence or willful gross misconduct of Grantor.

B. Grantor waives any claims, now and in the future, that challenge the validity of this Easement or that seek additional compensation relating to the grant of this Easement.

2. Grantee shall have the right to cut all fences to have access to the Easement Area and the Temporary Work Space Area, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expenses in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).
3. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances, Grantor, her successors, heirs or assigns, reserves the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area. Further, in the event of a dispute between Grantor and Grantee regarding Grantee's decision that a proposed or actual use by Grantor constitutes an unauthorized or disallowed use under this paragraph, the parties agree to submit the issue to a mediator agreed upon by Grantor and Grantee with the costs of its mediation to be paid one half each by Grantor and Grantee. If an agreed upon resolution is not reached, the parties may submit the issue to the applicable Court.
4. Grantee, at its expense, will remove all trash, cans, waste materials and other debris ("Debris") within five days after completion of construction of the Pipeline in the Easement Area and Temporary Work Space Area and within five days after any other subsequent work performed by Grantee in the Easement Area. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
5. Grantee, at its expense, agrees to reseed and fertilize as many times as necessary, with the same native grass or improved pasture grass existing on the Property, to reestablish after construction a substantial stand on the Easement Area and Temporary Work Space Area crossing any pasture land portion of Grantor's Property.
6. Except in case of emergency, ingress and egress to the Easement Area and Temporary Work Space Area shall be limited to its terminal (entry and exit) points and existing public roadways unless otherwise agreed to in writing between Grantor and Grantee.

7. The Pipeline in the Easement Area shall be installed at a minimum depth of 48", measured from the top of the pipe to the surface of the ground and will meet or exceed applicable regulations for depth of cover.
8. During installation of the pipeline, topsoil shall be stripped and stockpiled in a windrow along the right of way and replaced to pre-existing depths. Any excess subsoil or rocks in size exceeding 2" and exposed to the surface due to construction activity shall be removed from the easement to a location designated by or approved by the Grantor.
9. Should there be any terraces or conservation structures on the Property which are crossed by the Easement Area and Temporary Work Space Area, then all such terraces or conservation structures shall be replaced and reconstructed to their pre-construction condition. All such work shall be at the Grantee's sole expense.
10. All waterways crossed by the Easement Area shall be reconstructed and reseeded as many times as necessary to return the waterways to their pre-construction condition. All such work shall be at the Grantee's sole expense.
11. Any erosion damage (including, but not limited to, natural spring flow) occurring inside or outside of the subject Easement Area and Temporary Work Space Area which is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Easement remains in effect. Grantor agrees to provide Grantee with access to the lands, where erosion has occurred outside the Easement and Temporary Workspace Area, without delay or additional access cost to repair such erosion.
12. Grantor shall not install other pipelines and utility lines across the Easement Area unless such installation complies with applicable laws and regulations and does not interfere or conflict with Grantee's rights hereunder. Prior to construction of such pipelines and utility lines across the Easement Area, Grantor shall provide to Grantee for its review and approval detailed plans for the construction of such pipelines or utility lines.
13. No permanent above-ground equipment or appurtenances of any kind are to be placed by Grantee on said Easement Area except fence line markers.
14. Within five days following completion of construction, Grantee shall file with the county clerk of the county where the Property is located an "as built survey" drawing reflecting the actual location of the Pipeline. The Temporary Work Space Area easement shall expire and the permanent Easement Area shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall, if accurate, for all purposes, establish the location of the Easement.
15. Within sixty (60) days after installation of said Pipeline, weather and soil conditions permitting, Grantee shall repair and restore the Easement Area and Temporary Work Space Area as nearly as possible to its original condition and contour and maintain the surface to prevent erosion and/or backfill sinking below original ground level in the Easement Area and Temporary Work Space Area for a continuing period of at least 10 years subsequent to completion of the Pipeline construction, to the extent that such maintenance shall be for only those contour, backfill sinking and other surface issues that are a direct result of the installation of the pipeline or due to the presence of the pipeline. In connection with such maintenance Grantee agrees to reseed and/or resod as necessary to restore land to original condition. Grantee shall bear all the expense to satisfy these obligations.

16. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, her lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitor's construction, use, operation or maintenance of a pipeline on the Easement Area or any other authorized or unauthorized use of the Easement Area by any one of the Indemnitors.
17. Grantee hereby agrees to pay for all additional crop, surface, erosion, and ground water (including natural springs) damages caused by its repair, maintenance or other operations which occur in the future after the initial construction of said pipeline. Said amount of additional damages to be paid by Grantee to Grantor shall be the actual damages per occurrence.
18. Should the Grantee decide to abandon the improvements in the Easement Area, the Grantee may, at its option, either leave the improvements in place or remove them. In the event the Grantee elects to remove the improvements, the Grantee shall restore the Easement Area as nearly as practicable to its condition prior to removal. In the event the Grantee elects to abandon the improvements in place, the Grantee shall comply with all laws, rules and regulations relating to such abandonment applicable at that time. In either event, Grantee will send to Grantor (or the current owner of the Easement Area) written notice of Grantee's intent and a date by which the improvements in the Easement Area will be abandoned.
19. If Grantee fails (i) to satisfy and discharge in any respect any of its undertakings, duties, and/or obligations provided in this Easement in accordance with this Easement and (ii) to promptly undertake and diligently prosecute all appropriate measures to promptly and correctly remedy and cure such failure after Grantee's receipt of written notice of such failure from Grantor, then in addition to all other damages, remedies, rights, and recourses available under this Easement and/or applicable law to Grantor, Grantor shall be entitled to receive from Grantee, and Grantee shall promptly pay to Grantor, all of Grantor's reasonable attorneys' fees incurred by or with respect to that failure and/or related to Grantor's enforcement of Grantor's rights and remedies under this Easement and/or applicable law.
20. Any payment hereunder may be made or mailed to Grantor at the address shown above.
21. All obligatory notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.
22. This Agreement shall be binding upon and enforceable against Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.
23. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

24. The terms and conditions of the Easement granted herein shall be subject to all applicable laws, regulations and permit conditions.
25. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
26. The rights granted hereby to Grantee may be assigned by Grantee in whole, in Grantee's sole discretion.
27. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 11<sup>th</sup> day of February, 2010.

GRANTOR:

Print Name: Ruth Helen Steichen

Sign Name: Ruth Helen Steichen

This Instrument Prepared By:  
TRANSCANADA KEYSTONE PIPELINE, LP  
450-1 Street SW  
Calgary, Alberta, Canada  
T2P 5H1

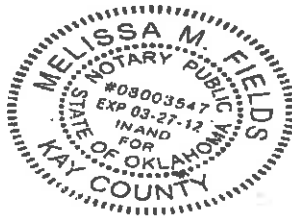
After Recording, Return to:  
Keystone Pipeline Project  
8200 E. 34<sup>th</sup> St. North  
Bldg. 1800 Suite 1807  
Wichita, KS 67226

STATE OF OKLAHOMA        )  
                                      )        SS:  
COUNTY OF KAY            )

Before me, Melissa M. Fields, a Notary Public in and for said County and State, on this 11<sup>th</sup> day of February, 2010, personally appeared Ruth Helen Steichen to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:  
3-27-2012  
(Seal)



Melissa M. Fields  
NOTARY PUBLIC  
My Commission No. 00103547  
Address: 1501 S. PROSPECT  
PONCA CITY, OK 74603





I-2013-006280 07/05/2013 2:38 pm  
Book 1613 Pg 0832-0841  
Fee: \$ 31.00 Doc: \$ 0.00  
Tammy Reese - Kay County Clerk  
State of Oklahoma

#30

OK-KA-073.000

EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants herein, the sufficiency of the consideration and covenants being acknowledged as good and sufficient consideration (collectively, the "Consideration"), Ruth Helen Steichen, whose address is 6151 W. Fountain Rd., Ponca City, Oklahoma 74601 (hereinafter called "Grantor") does hereby grant, sell, convey unto Tallgrass Pony Express Pipeline, LLC, a Delaware limited liability company having its principal place of business at 370 Van Gordon Street, Lakewood, Colorado 80228, its successors and assigns (hereinafter called "Grantee"), a perpetual, non-exclusive, easement (the "Easement") for the sole purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing with same size pipe or a smaller size pipe, altering, reconstructing, removing, and abandoning in place one twenty-four inch (24") pipeline only, together with all fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto (collectively, the "Pipeline") (it being expressly understood, however, that this Easement is not a multi-use easement and shall not give Grantee the right to construct or operate above-ground facilities of any kind unless expressly set forth in this agreement), for the transportation of oil, natural gas, hydrocarbon, petroleum products and all by-products thereof, on, under, across and/or through a strip of land 50 feet in width, being twenty-five feet (25') either side of a centerline as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Easement Area"), located on real property situated in the County of Kay, State of Oklahoma owned by Grantor and described as follows:

**The West Half of the East Half of the Northeast Quarter (W/2 E/2 NE/4) and the West Half of the West Half of the East Half of the Northeast Quarter (W/2 W/2 E/2 E/2 NE/4) of Section Thirteen (13), Township Twenty-five (25) North, Range One (1) East of the Indian Meridian (the "Property").**

In addition to the perpetual easement herein conveyed Grantor further conveys unto the Grantee temporary construction easements during the original construction of the Pipeline and the Easement described in Exhibit A hereto (the "Temporary Construction Easements"), such Temporary Construction Easements shall be identified and marked to ensure confinement to such area. Said Temporary Construction Easements shall become effective immediately upon entry by the Grantee of the premises for purposes related to commencing construction and shall automatically terminate upon conclusion of the construction and surface restoration activities upon the Property. At the conclusion of construction and surface restoration activities upon the Property, Grantee shall record, at Grantee's sole cost and expense, a written release of Temporary Construction Easements sufficient in form for recording in the land records to effect a full and permanent release of the Temporary Construction Easements herein conveyed.

The aforesaid Easement is granted subject to the following terms, stipulations and conditions all of which are hereby covenanted and agreed to by Grantor and Grantee and shall be covenants that run with the land and binding upon and enforceable against Grantor and Grantee and their successors and assigns. By acceptance of any of the benefits under this Agreement, including without limitation, the grant of the Easement herein, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of Grantor and Grantee for claims for damages and losses relating to the Easement, the Easement Area or Temporary Construction Easements are described in subparagraphs A and B below:

A. Grantee will pay all reasonable costs and expenses (including reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area, including, but not limited to, damages caused by petroleum leaks and spills (including any

After Recording, please return to:  
Tallgrass Pony Express Pipeline, LLC  
2200 E. 34<sup>th</sup> Circle N., Suite 1601  
Midland, TX 79701

substance transported within the pipeline) and damages to Grantor's crops, pastures, drainage systems, produce, natural springs, water wells, ground water, livestock, bridges, lanes, improvements, equipment, fences, structures, terraces, waterways or timber except to the extent the damages are caused by the sole negligence, gross negligence or willful misconduct of Grantor.

B. Grantor waives any claims, now and in the future that challenge the validity of this Easement or that seek additional compensation relating to the grant of this Easement.

2. Grantee shall have the right to cut all fences to have access to the Easement Area and the Temporary Construction Easements, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction and restoration activities on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner reasonably acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expenses in securing the livestock back on the Property and any related actions arising from such occurrences.
3. Provided its use of the Easement complies with all applicable laws and regulations, and does not in any material manner interfere with, or prevent, the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances, Grantor, his successors, heirs or assigns, reserves the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area. Further, Grantee agrees to consult with Grantor prior to any clearing or removal activities regarding the methods to be used by Grantee for such activities. Further, in the event of a dispute between Grantor and Grantee regarding Grantee's decision that a proposed or actual use by Grantor constitutes an unauthorized or disallowed use under this paragraph, the parties agree that at the request of the other party, the parties will submit the issue to a mediator agreed upon by Grantor and Grantee with the costs of its mediation to be paid one half each by Grantor and Grantee. If an agreed upon resolution is not reached, either party may submit the issue to the applicable Court, with the court costs, and the reasonable attorney fees of the other party, to be paid by the non-prevailing party.
4. Grantee, at its expense, will remove all trash, cans, waste materials and other debris ("Debris") within a reasonable period of time, but no later than one month, after completion of construction of the Pipeline in the Easement Area and Temporary Construction Easements, and within five days after any other subsequent work performed by Grantee in the Easement Area. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
5. Grantee, at its expense, agrees to reseed and fertilize as many times as necessary, with the same native grass or improved pasture grass existing on the Property, to reestablish after construction a substantial stand on the Easement Area and Temporary Construction Easements crossing any pasture land portion of Grantor's Property.

6. Except in case of emergency, ingress and egress to the Easement Area and Temporary Construction Easements shall be limited to its terminal (entry and exit) points and existing public roadways unless otherwise agreed to in writing between Grantor and Grantee.
7. The Pipeline in the Easement Area shall be installed at a minimum depth of 48". In areas where rock is encountered which require Grantor to utilize a rock saw, rock hammer, ripper or involve blasting in order to dig the ditch for placement of the Pipeline, the Pipeline shall be installed at a minimum depth of 30".
8. During installation of the pipeline, topsoil shall be stripped and stockpiled in a windrow along the right of way and replaced to pre-existing depths. Any excess subsoil exposed to the surface due to construction activity shall be moved from the easement to a location upon Grantor's property designated by or approved by the Grantor. Further, Grantee agrees to remove rocks two (2) inches or greater in diameter from the surface of the easement area, which rocks are readily apparent from a surface inspection, and move such rocks to a location upon Grantor's property designated by or approved by the Grantor or crush such rocks on site. However, notwithstanding anything to the contrary herein contained, after final post construction surface clean-up, such rock removal shall not be required where the adjacent non-easement surface area is similar in appearance to the easement area, regardless of the size of the rocks on the surface.
9. Should there be any terraces or conservation structures on the Property which are crossed by the Easement Area and Temporary Construction Easements, then all such terraces or conservation structures shall be replaced and reconstructed insofar as is reasonably practicable to ensure such structures operationally function as intended. All such work shall be at the Grantee's sole expense.
10. All waterways crossed by the Easement Area shall be restored to their pre-construction condition insofar as is reasonably practicable to ensure such waterways operationally function as intended. All such work shall be at the Grantee's sole expense.
11. Any erosion damage (including, but not limited to, natural spring flow) occurring inside or outside of the subject Easement Area and Temporary Construction Easements which is a direct result of the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee at its expense for so long as the easement remains in effect. Grantor agrees to provide Grantee with access to the lands, where erosion has occurred outside the Easement and Temporary Construction Easements, without delay or additional access cost to repair such erosion.
12. Grantor shall not install other pipelines and utility lines across the Easement Area unless such installation complies with applicable laws and regulations and does not in any material manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances. Prior to construction of such other pipelines and utility lines across the Easement Area, Grantor shall provide to Grantee for its review detailed plans for the construction of such pipelines or utility lines to assure compliance with the terms of this Easement.
13. No permanent above-ground equipment or appurtenances of any kind are to be placed by Grantee on said Easement Area except pipeline markers, vent pipes and cathodic protection equipment as may be required by applicable rules and regulations or for the operational safety and maintenance of the pipeline. All such appurtenances shall be placed at fence lines insofar as is reasonably practicable, unless otherwise required by applicable law or regulation.
14. Grantee agrees to deliver to Grantor an as-built drawing reflecting the actual location of the Pipeline within a reasonable period of time after such as-built drawings are delivered to Grantee, which the Grantor and Grantee recognize and acknowledge will be an unknown period of time after construction is completed. Upon completion of the construction of the pipeline and facilities

hereunder and the cleanup and restoration after such work, the Temporary Construction Easements easement shall expire and the permanent Easement Area shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall, if accurate, for all purposes, establish the location of the Easement, it being the intention of the parties that the location of the Easement Area shall be 25 feet on either side of the Pipeline location as shown on the as-built drawings, and Grantee shall file of record a notice reflecting a revised Easement description.

15. As soon as is reasonably practicable, but no later than 180 days after installation of said Pipeline, weather and soil conditions permitting, Grantee shall repair and restore the Easement Area and Temporary Construction Easements as nearly as practicable to its condition and contour as existed immediately prior to Pipeline construction and Grantee shall take such further reasonable actions to prevent and/or control erosion and/or backfill sinking below the contour in the Easement Area and Temporary Construction Easements, as such contour existed immediately prior to Pipeline construction, Grantee shall continue to take such reasonable actions to maintain the contour and to control erosion in these areas, including any backfill sinking, for a continuing period of 10 years after construction of the Pipeline has been completed, insofar as such erosion or backfill issues are a direct result of the Pipeline construction. Grantee agrees to reseed (or use other methods, as reasonable), with a seed mix specified by Grantor as reasonably necessary to restore the disturbed area to its condition as existed immediately prior to Pipeline construction. Grantee shall bear all the expense to satisfy these obligations.
16. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, its lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitor's construction, use, operation or maintenance of a pipeline on the Easement Area or any other authorized or unauthorized use of the Easement Area by any one of the Indemnitors.
17. Grantee hereby agrees to pay for all additional crop, surface, erosion, and ground water (including natural springs) damages caused by its repair, maintenance or other operations which occur in the future after the initial construction of said pipeline. Said amount of additional damages to be paid by Grantee to Grantor shall be the actual damages per occurrence.
18. Should the Grantee decide to abandon the improvements in the Easement Area, the Grantee may, at its option, either leave the improvements in place or remove them. In the event the Grantee elects to remove the improvements, the Grantee shall restore the Easement Area as nearly as practicable to its condition prior to removal. In the event the Grantee elects to abandon the improvements in place, the Grantee shall comply with all laws, rules, and regulations relating to such abandonment applicable at that time. In either event, Grantee will send to Grantor (or the current owner of the Easement Area) written notice of Grantee's intent and a date by which the improvements in the Easement Area will be abandoned.
19. If Grantee fails (i) to satisfy and discharge in any respect any of its undertakings, duties, and/or obligations provided in this Easement in accordance with this Easement and (ii) to promptly undertake and diligently prosecute all appropriate measures to promptly and correctly remedy and cure such failure after Grantee's receipt of written notice of such failure from Grantor, then in addition to all other damages, remedies, rights, and recourses available under this Easement and/or applicable law to Grantor, Grantor shall be entitled to receive from Grantee, and Grantee shall promptly pay to Grantor, all of Grantor's reasonable attorneys' fees incurred by or with respect to that failure and/or related to Grantor's enforcement of Grantor's rights and remedies under this Easement and/or applicable law.

20. Any payment hereunder may be made or mailed to Grantor at the address shown above.
21. All obligatory notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.
22. This Agreement shall be binding upon and enforceable against Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.
23. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.
24. The terms and conditions of the Easement granted herein shall be subject to all applicable laws, regulations and permit conditions.
25. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
26. The rights granted hereby to Grantee may be assigned by Grantee in whole or in part, in Grantee's sole discretion.
27. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 12<sup>th</sup> day of June, 2013.

GRANTOR:

Ruth Helen Steichen  
Ruth Helen Steichen

STATE OF Oklahoma )  
COUNTY OF King ) ss.

On this 17 day of June in the year 2013, before me, the undersigned notary public, personally appeared Ruth Helen Steichen, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal. The foregoing instrument was acknowledged before me this 17 day of June, 2013.

My commission expires: 8/3/15 Michael Koonce  
Notary Public



This Instrument Prepared By:  
Tailgrass Pony Express Pipeline, LLC  
370 Van Gordon Street,  
Lakewood, Colorado 80228  
and  
Mary Steichen, Esquire  
Scott Sewell, Esquire

After Recording, Return to:  
Tailgrass Pony Express Pipeline, LLC  
8200 East 34<sup>th</sup> Street North  
Building #1600, Suite #1601  
Wichita, KS 67226

**EXHIBIT A**  
**TALLGRASS PONY EXPRESS PIPELINE EASEMENT**

**LEGAL DESCRIPTION**

A centerline description for a 50 foot wide permanent easement, being 25 feet, as measured perpendicular, left and right of said centerline and having a Basis of Bearing based on the Universal Transverse Mercator Zone 14 North, North American Datum of 1983 and being a part of the West Half of the East Half of the Northeast Quarter of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma, and also being a part of that parcel of land owned by Ruth Helen Steichen (Grantor[s] Land), as recorded in Book 1607, Page 612, Public Records of Kay County, Oklahoma, said centerline being further described by Ty Olinghouse P.L.S. No. 1721 on January 18, 2013 as follows;

COMMENCING at the Northwest Corner of said Section 13 a found PK nail; THENCE North 89°28'32" East along the North line of said Section 13, a distance of 4508.05 feet to the POINT OF BEGINNING; THENCE South 01°04'35" East along said centerline, a distance of 197.88 feet to a point; THENCE South 00°39'51" West, a distance of 400.03 feet to a point; THENCE South 00°38'31" West, a distance of 2042.18 feet to a point on the South line of said Northeast Quarter of Section 13, and the POINT OF TERMINATION, from which the Southwest Corner of the Northwest Quarter of said Section 13, a found 2 inch pipe, bears South 89°38'12" West, a distance of 1794.30 feet and South 89°29'25" West, a distance of 2833.48 feet.

The sidelines of said easement are shortened or lengthened to meet at angle points and to begin and terminate on boundary lines, said permanent easement containing 3.03 acres, more or less.

**TEMPORARY WORKSPACE**

A 35 foot wide temporary workspace for construction purposes, over and across that part of the Grantor[s] Land which lies 35 feet easterly of, as measured perpendicular to, and adjoining the easterly line of said permanent easement. The side lines of said temporary work space are to be shortened or lengthened to meet at angle points and to begin and terminate on boundary lines, said temporary work space containing 2.12 acres, more or less.

**TEMPORARY WORKSPACE**

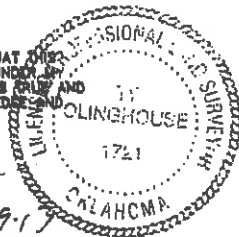
A 15 foot wide temporary workspace for construction purposes, over and across that part of the Grantor[s] Land which lies 15 feet westerly of, as measured perpendicular to, and adjoining the westerly line of said permanent easement. The side lines of said temporary work space are to be shortened or lengthened to meet at angle points and to begin and terminate on boundary lines, said temporary work space containing 0.91 acres, more or less.

**ADDITIONAL TEMPORARY WORKSPACE**

Additional temporary work space(s) for construction purposes adjoining the temporary workspace as shown on the accompanying exhibit, containing 1.13 acres, more or less.

Bearings are based on UTM Zone 14 North, NAD-83. All distances are represented in grid values, measured in U.S. Survey feet, and are based on said Horizontal Datum.

I, TY OLINGHOUSE, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS EXHIBIT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



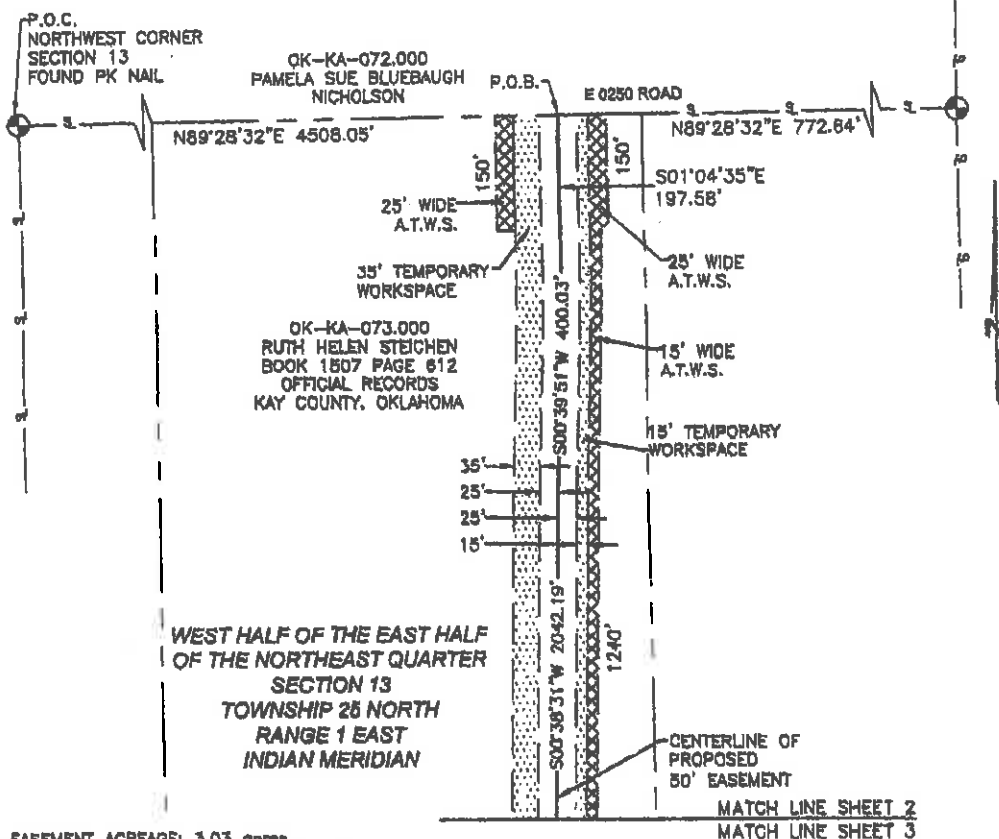
TY OLINGHOUSE  
 PROFESSIONAL LAND SURVEYOR  
 NO. 1721, STATE OF OKLAHOMA

DATE

1-29-13

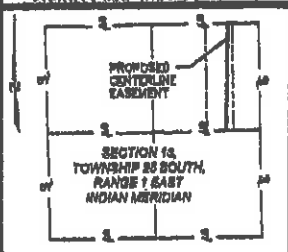
	<b>TALLGRASS PONY EXPRESS PIPELINE PROJECT</b>			60' WIDE PERMANENT EASEMENT ACROSS THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 1 EAST INDIAN MERIDIAN KAY COUNTY, OKLAHOMA RUTH HELEN STEICHEN
	CITY/COUNTY <b>KAY</b> STATE <b>OK</b>	PROJ. NO. <b>38438</b> DWG. NO. <b>OK-RA-973.006.DWG</b>		
DATE OF LAST SITE VISIT <b>08/09/09</b> SCALE <b>1"=300'</b>	AUTHORIZATION AND CERTIFICATE OF SURVEYAL DATE 01/18/13	CLIENT: <b>CLIPPER TRACT COMPANY</b>		

## EXHIBIT A TALLGRASS PONY EXPRESS PIPELINE EASEMENT



CALCULATED EASEMENT ACREAGE: 3.03 acres  
 CALCULATED TEMPORARY WORKSPACE ACREAGE: 3.03 acres  
 CALCULATED ADDITIONAL TEMPORARY WORKSPACE ACREAGE: 1.13 acres  
 CALCULATED CENTERLINE LENGTH: 2639.80 feet

### VICINITY MAP (NOT TO SCALE)



### LEGEND

- A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- NAD NORTH AMERICAN DATUM
- UTM UNIVERSAL TRANSVERSE MERCATOR
- EXISTING ROAD

### NOTES

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON UTM ZONE 14 NORTH, NAD-83. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON BIRD HORIZONTAL DATUM.
2. RECORD INFORMATION SHOWN HEREON ARE BASED UPON A PUBLIC RECORDS SEARCH PROVIDED BY LANDMARK FIELD SERVICES.
3. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, AND IS ONLY INTENDED TO GRAPHICALLY DEPICT THE ACCOMPANYING DESCRIPTION.
4. THIS EXHIBIT MAY NOT DEPICT ALL EXISTING UTILITIES IN THE AREA. PLEASE NOTIFY THE ONE-CALL SYSTEM FOR ALL UTILITY LOCATIONS PRIOR TO EXCAVATING OR DIGGING.

**TALLGRASS**  
ENERGY SERVICES

**TALLGRASS  
PONY EXPRESS PIPELINE  
PROJECT**

**SAM**  
SURVEYING AND MAPPING INC. (SAMI INC.)  
6811 Rockwood Parkway, Suite 100  
Austin, Texas, 78750  
BUSINESS PHONE (512) 258-2800  
FAX (512) 258-2801  
E-MAIL: SAMI@SAMINC.COM

80' WIDE PERMANENT EASEMENT ACROSS THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 28 NORTH, RANGE 1 EAST, INDIAN MERIDIAN, KAY COUNTY, OKLAHOMA, RUTH HELEN STEICHEN

CITY/COUNTY **KAY** STATE **OK**  
DATE OF LAST BIE REVISION **02/05/2014** 1"=200'  
PROJ. NO. **32435** DWS. NO. **OK-KA-073.000.DWG**

STATE OF OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 0438488 EXPIRES 06/30/2015

DRAWN BY **D. HENDERSON** CHECKED BY **A. TOPE** SHEET NO. **2 OF 4**

SHEET NO.

8

SECURITY ABSTRACT COMPANY

BOOK 1613 PAGE 839

133







1-2013-011875 12/30/2015 3:51:11 PM  
Book 1631 Pg 0508-0512  
Fee: \$ 21.00 Doc: \$ 0.00  
Tammy Reese - Kay County Clerk  
State of Oklahoma

**TRANSMISSION LINE EASEMENT**

The Grantor herein so styled, RUTH HELEN STEICHEN, OF 6151 WEST FOUNTAIN ROAD, PONCA CITY, OK 74601 for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to WESTERN FARMERS ELECTRIC COOPERATIVE, a cooperative corporation organized under the laws of the State of Oklahoma (hereinafter called the "Cooperative"), and to its successors and assigns, a perpetual easement and right to enter upon the land of the Grantor, situated in the County of KAY, State of Oklahoma, further described as:

#31

**THE ONE-HUNDRED (100) FOOT STRIP OF LAND LYING IN THE WEST HALF (W/2) AND THE WEST 50 acres (W/50 acres) OF THE EAST HALF (E/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTEEN (13), TOWNSHIP TWENTY-FIVE (25) NORTH, RANGE ONE (1) EAST OF THE INDIAN MERIDIAN, KAY COUNTY, STATE OF OKLAHOMA.**

to erect, operate, maintain, repair, rebuild, replace and patrol on said land and in and upon all streets, roads, or highways abutting said lands, one (1) electric transmission line and appurtenant signal lines, poles, towers, wires, cables and appliances necessary in connection therewith, together with the right of ingress, egress and regress to, over and from said lands, for doing anything necessary or useful to the enjoyment of the easement herein granted. Specifically included in this electric transmission line easement for the useful enjoyment thereof is the Cooperative's perpetual right to trim, clear and remove brush, timber, structures, improvements and anything deemed by the Cooperative to be a hazard, or potential hazard, located within the (100) foot easement, said decision to be exclusively that of the Cooperative.

The Grantor hereby agree that they will not construct, nor permit to be constructed, any ponds, lakes, buildings, structures or other improvements upon, over or across said easement without the written consent of the Cooperative, or permit any construction activity or installation that will violate any national, state, city or other code applicable to the electric transmission line(s) or related facilities situated on said easement. Any improvements or structures placed or erected on the easement without the express written consent of the Cooperative shall be considered an encroachment thereon, strictly prohibited, and subject to removal by or at the direction of the Cooperative.

The Grantor compensation as referenced herein includes payment for the easement, original construction damages, and payment for trees or all timber, including danger timber, as designated by the Cooperative, on or adjacent to said easement. In addition, the Cooperative agrees to pay actual damages to crops, grass and fences occasioned by the operation, maintenance, repair, rebuild, replacement and patrol of said electric transmission line.

The Grantor further agree that all poles, wires and facilities installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative and are removable at the option of the Cooperative.

The Grantor covenant to and with the Cooperative that subject to existing easements and encumbrances of record covering the land hereinabove described, the Grantor are lawfully seized and possessed of said land and have the lawful right and power to grant, bargain, sell and convey said perpetual easement as described herein and right to enter upon the lands described herein for the purposes stated.

Exhibit (A) is attached to this easement agreement and made a part of such agreement.

More particularly described on attached plat known as exhibit (B) to this easement agreement and made a part of such agreement.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on the 22<sup>nd</sup> day of October, A.D., 2013.

Ruth Helen Steichen  
RUTH HELEN STEICHEN

**ACKNOWLEDGMENT**



STATE OF Oklahoma COUNTY OF Kay

On the 22<sup>nd</sup> day of Oct, A.D., 2013, before me, a Notary Public in and for said county and state, personally appeared Ruth Helen Steichen to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that                      executed the same as voluntary act and deed.

Given under my hand and seal the day and year last above written. Courtney Harvey  
Notary Public

(SEAL)  
My Commission Expires: 7/11/15

After recording please return to Harvey Land Inc. @ P.O. Box 36, Lookeba, OK 73053

Sheet No. 000141

SECURITY ABSTRACT COMPANY  
BOOK 1631 PAGE 508

EXHIBIT (A)

The aforesaid Easement is granted subject to the following terms, stipulations and conditions all of which are hereby covenanted and agreed to by Grantor and Grantee (Cooperative) and shall be covenants that run with the land and binding upon and enforceable against Grantor and Grantee (Cooperative) and their successors and assigns. By acceptance of any of the benefits under this Agreement, including without limitation, the grant of the Easement herein, Grantee (Cooperative) together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee (Cooperative) hereunder.

The liabilities and responsibilities of Grantor and Grantee (Cooperative) for claims for damages and losses relating to the Easement are described in paragraphs below:

1. Grantee will pay all reasonable costs and expenses (including reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area, including, but not limited to, damages to Grantor's crops, pastures, drainage systems, produce, natural springs, water wells, ground water, livestock, bridges, lanes, improvements, equipment, fences, structures, terraces, waterways, and timber except to the extent the damages are caused by the gross negligence or willful gross misconduct of Grantor.
2. Grantee shall have the right to construct permanent gate structures in any fence in order to obtain access to the Easement Area, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the transmission line. If Grantor or assigns' cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expenses in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).
3. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the transmission line or its appurtenances, Grantor, his successors, heirs or assigns, reserves the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the transmission line as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area. Further, in the event of a dispute between Grantor and Grantee regarding Grantee's decision that a proposed or actual use by Grantor constitutes an unauthorized or disallowed use under this paragraph, the parties agree to submit the issue to a mediator agreed upon by Grantor and Grantee with the costs of its mediation to be paid one half each by Grantor and Grantee. If an agreed upon resolution is not reached, the parties may submit the issue to the applicable Court.
4. Grantee, at its expense, will remove all trash, cans, waste materials and other debris ("Debris") within (90) days after completion of construction of the transmission line in the Easement Area and within (90) days after any other subsequent work performed by Grantee in the Easement Area. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
5. Grantee, at its expense, agrees to reseed and fertilize as many times as necessary, with the same native grass or improved pasture grass existing on the Property, to reestablish after construction a substantial stand on the Easement Area crossing any pasture land portion of Grantor's Property.
6. Except in case of emergency, ingress and egress to the Easement Area shall be limited to its terminal (entry and exit) points and existing public roadways unless otherwise agreed to in writing between Grantor and Grantee.
7. Should there be any terraces or conservation structures on the Property which are crossed by the Easement Area, and then all such terraces or conservation structures shall be replaced and reconstructed to their pre-construction condition. All such work shall be at the Grantee's sole expense.
8. All waterways crossed by the Easement Area shall be reconstructed and reseeded as many times as necessary to return the waterways to their pre-construction condition. All such work shall be at the Grantee's sole expense.

9. Any erosion damage (including, but not limited to, natural spring flow) occurring inside or outside of the subject Easement Area, which is caused by the construction, maintenance or operation of the transmission line shall be promptly repaired by Grantee at its expense for so long as the easement remains in effect. Grantor agrees to provide Grantee with access to the lands, where erosion has occurred outside the Easement, without delay or additional access cost to repair such erosion.
10. Grantor shall not install other transmission lines and utility lines across the Easement Area unless such installation complies with applicable laws and regulations and does not interfere or conflict with Grantee's rights hereunder. Prior to construction of such transmission lines and utility lines across the Easement Area, Grantor shall provide to Grantee for its review and approval detailed plans for the construction of such transmission lines or utility lines.
11. Within (90) days following completion of construction, Grantee shall file with the county clerk of the county where the Property is located an "as built survey" drawing reflecting the actual location of the transmission line. The permanent Easement Area shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall, if accurate, for all purposes, establish the location of the Easement.
12. Within (180) days after installation of said transmission line, weather and soil conditions permitting, Grantee shall repair and restore the Easement Area nearly as possible to its original condition and contour to maintain the surface in order to prevent erosion. In connection with such maintenance Grantee agrees to reseed and/or resod as necessary to restore land to original condition. Grantee shall bear all the expense to satisfy these obligations.
13. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, its lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitor's construction, use, operation or maintenance of a transmission line on the Easement Area or any other authorized or unauthorized use of the Easement Area by any one of the Indemnitors.
14. Grantee hereby agrees to pay for all additional crop, surface, erosion, and ground water (including natural springs) damages caused by its repair, maintenance or other operations which occur in the future after the initial construction of said transmission line. Said amount of additional damages to be paid by Grantee to Grantor shall be the actual damages per occurrence.
15. Should the Grantee decide to abandon the improvements in the Easement Area, the Grantee may, at its option, either leave the improvements in place or remove them. In the event the Grantee elects to remove the improvements, the Grantee shall restore the Easement Area as nearly as practicable to its condition prior to removal. In the event the Grantee elects to abandon the improvements in place, the Grantee shall comply with all laws, rules, and regulations relating to such abandonment applicable at that time. In either event, Grantee will send to Grantor (or the current owner of the Easement Area) written notice of Grantee's intent and a date by which the improvements in the Easement Area will be abandoned.
16. If Grantee fails (i) to satisfy and discharge in any respect any of its undertakings, duties, and/or obligations provided in this Easement in accordance with this Easement and (ii) to promptly undertake and diligently prosecute all appropriate measures to promptly and correctly remedy and cure such failure after Grantee's receipt of written notice of such failure from Grantor, then in addition to all other damages, remedies, rights, and recourses available under this Easement and/or applicable law to Grantor, Grantor shall be entitled to receive from Grantee, and Grantee shall promptly pay to Grantor, all of Grantor's reasonable attorneys' fees incurred by or with respect to that failure and/or related to Grantor's enforcement of Grantor's rights and remedies under this Easement and/or applicable law.
17. Any payment hereunder may be made or mailed to Grantor at the address fore mentioned.
18. All obligatory notices under this Agreement shall be in writing, addressed to the addresses first set forth fore mentioned and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.
19. This Agreement shall be binding upon and enforceable against Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.

- 20. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.
- 21. The terms and conditions of the Easement granted herein shall be subject to all applicable laws, regulations and permit conditions.
- 22. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
- 23. The rights granted hereby to Grantee may be assigned by Grantee in whole, in Grantee's sole discretion.
- 24. This Agreement shall be governed by the law of the State of Oklahoma.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of this 22<sup>nd</sup> day of October, 2013.

GRANTOR:  
Print Name: RUTH H. STEICHEN

GRANTOR:  
Print Name: \_\_\_\_\_

Sign Name: Ruth H. Steichen

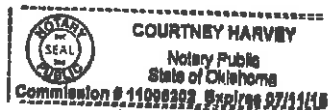
Sign Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Oklahoma; COUNTY OF Kay:

On this 22<sup>nd</sup> day of Oct in the year 2013, before me, the undersigned notary public, personally appeared Ruth H. Steichen and WS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

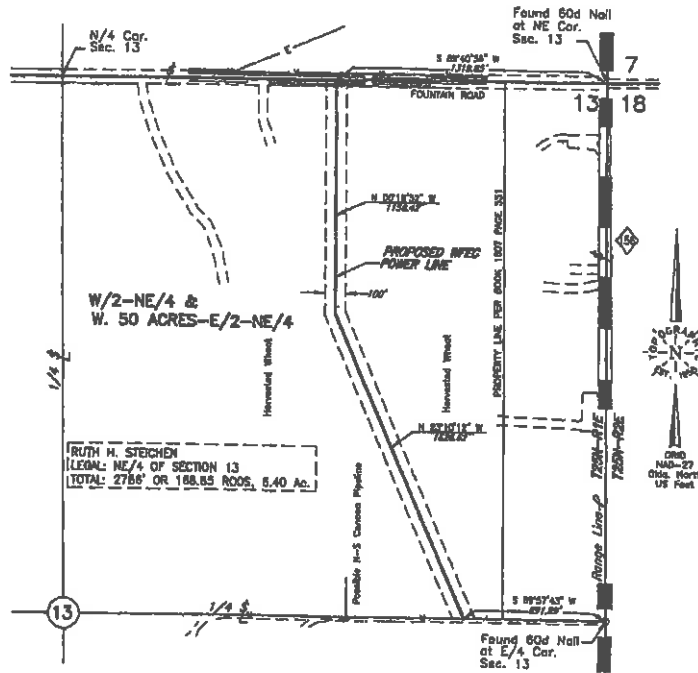
In Witness Whereof, I hereunto set my hand and official seal. The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of Oct, 2013.



(SEAL)  
My commission expires: 7/11/15

Courtney Harvey  
Notary Public

T 25 N - R 1 E  
(INDIAN MERIDIAN)



**CENTERLINE DESCRIPTION: (PROPOSED 100' WIDE LINE EASEMENT)**

Proposed easement being 100 feet in width, being 50 feet on each side of the following described centerline:  
 BEGINNING at a point S 89°57'43" W, a distance of 891.99 feet from the East Quarter Corner of said Section 13, T25N - R1E, of the Indian Meridian, Kay County, Oklahoma;  
 THENCE N 23°10'12" W, a distance of 1828.62 feet;  
 THENCE N 00°18'52" W, a distance of 1158.42 feet to and ending at a point S 89°40'36" W, a distance of 1319.85 feet from the Northeast Corner of said Section 13. Said easement containing 6.40 Acres of land as surveyed.

**SURVEYOR'S CERTIFICATE:**

I, T. Wayne Fisch, Oklahoma Licensed Professional Land Surveyor, No. 1378, do hereby certify that this plot represents the results of a survey made on-the-ground.

T. Wayne Fisch, P.L.S. No. 1378



2	REROUTE	11/10/13	JAL	This plot was prepared exclusively for <b>WESTERN FARMERS ELECTRIC COOP</b> ANADARKO, OKLAHOMA	SCALE:	1" = 500'
1	GENERAL REV.	09/13/2013	JAL		DATE:	8/5/2013
NO.	REVISION	DATE	BY	FILE:	P2468B7.DWG	
SURVEY BY: JF 7/15/2013				DRAWING NUMBER:		
DRAWN BY: JAL				123092-P2-468-B7		
APPROVED BY: WF				SHEET 1 OF 15		

Sheet No.

145

SECURITY ABSTRACT COMPANY  
BOOK 1631 PAGE 512



OK-KA-0073.000

#32

**NOTICE OF CONSTRUCTION OF PIPELINE EASEMENT AND EXPIRATION AND RELEASE OF TEMPORARY CONSTRUCTION EASEMENTS**

I-2015-002231 03/18/2015 3:03 pm  
Book 1673 Pg 0810-0814  
Fee: \$ 21.00 Doc: \$ 0.00  
Tammy Reese - Kay County Clerk  
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That Tallgrass Pony Express Pipeline, LLC, a Delaware limited liability company having its principal place of business at 370 Van Gordon Street, Lakewood, Colorado 80228 (hereinafter called "Tallgrass"), is the Grantee in an easement agreement (hereinafter "Easement Agreement") dated the 12th day of June, 2013, between Ruth Helen Steichen, as Grantor and Tallgrass recorded in Book 1613 at Page 832 of the records of Kay County, Oklahoma covering an Easement Area located on real property situated in Kay County, Oklahoma and described as follows:

The West Half of the East Half of the Northeast Quarter (W/2 E/2 NE/4) and the West Half of the West Half of the East Half of the East Half of the Northeast Quarter (W/2 W/2 E/2 E/2 NE/4) of Section Thirteen (13), Township Twenty-Five (25) North, Range One (1) East of the Indian Meridian (the "Property").

The Easement Agreement provides in relevant part as follows:

..... Temporary Construction Easements shall become effective immediately upon entry by the Grantee of the premises for purposes related to commencing construction and shall automatically terminate upon conclusion of the construction and surface restoration activities upon the Property. At the conclusion of construction and surface restoration activities upon the Property, Grantee shall record, at Grantee's sole cost and expense, a written release of Temporary Construction Easements sufficient in form for recording in the land records to effect a full and permanent release of the Temporary Construction Easements herein conveyed...

14. Grantee agrees to deliver to Grantor an as-built drawing reflecting the actual location of the Pipeline within a reasonable period of time after such as-built drawings are delivered to Grantee, which the Grantor and Grantee recognize and acknowledge will be an unknown period of time after construction is completed. Upon completion of the construction of the pipeline and facilities hereunder and the cleanup and restoration after such work, the Temporary Construction Easements easement shall expire and the permanent Easement Area shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall, if accurate, for all purposes, establish the location of the Easement, it being the intention of the parties that the location of the Easement Area shall be 25 feet on either side of the Pipeline location as shown on the as-built drawings, and Grantee shall file of record a notice reflecting a revised Easement description.

Tallgrass hereby gives notice of the completion of construction of the Easement and surface restoration activities upon the Property and further gives notice that the Easement Area is on, under,  
Sheet No. 151 SECURITY ABSTRACT COMPANY  
BOOK 1673 PAGE 810



EXHIBIT "A"

**EXHIBIT  
TALLGRASS PONY EXPRESS ASBUILT PIPELINE EASEMENT**

**EASEMENT DESCRIPTION**

A centerline description for a 50 foot wide permanent easement, being 25 feet, as measured perpendicular, left and right of said centerline and being a part of the West Half of the East Half of the Northeast Quarter (W/2 E/2 NE/4) of Section 13, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma, being a part of that parcel of land owned by Ruth Helen Steichen (Grantor[s] Land), as recorded in Book 1507, Page 612, Public Records of Kay County, Oklahoma, said centerline being further described as follows:

COMMENCING at the Northeast Corner of said Section 13, a found PK Nail;  
THENCE South 89°02'31" West along the North line of Section 13, a distance of 761.80 feet to the POINT OF BEGINNING;  
THENCE departing said North line and along said centerline, South 00°39'07" West, a distance of 2656.75 feet to a point on the South line of said W/2 E/2 NE/4, and the POINT OF TERMINUS, from which the East Quarter Corner of Section 13, a found PK Nail, bears North 89°21'53" East, a distance of 838.59 feet.

The sidelines of said easement are shortened or lengthened to meet at angle points and to begin and terminate on boundary lines, said permanent easement containing 3.05 acres, more or less.

Bearings are based on UTM Zone 14 North, NAD-83. All distances are represented in grid values, measured in U.S. Survey feet, and are based on said Horizontal Datum.

Prepared By:



*Sharolyn S. Cunningham*  
SHAROLYN S. CUNNINGHAM  
PROFESSIONAL LAND SURVEYOR  
NO. 1610, STATE OF OKLAHOMA

STATE OF OKLAHOMA CERTIFICATE OF  
AUTHORIZATION No. CA-4216-LS  
RENEWAL DATE 06/20-2015

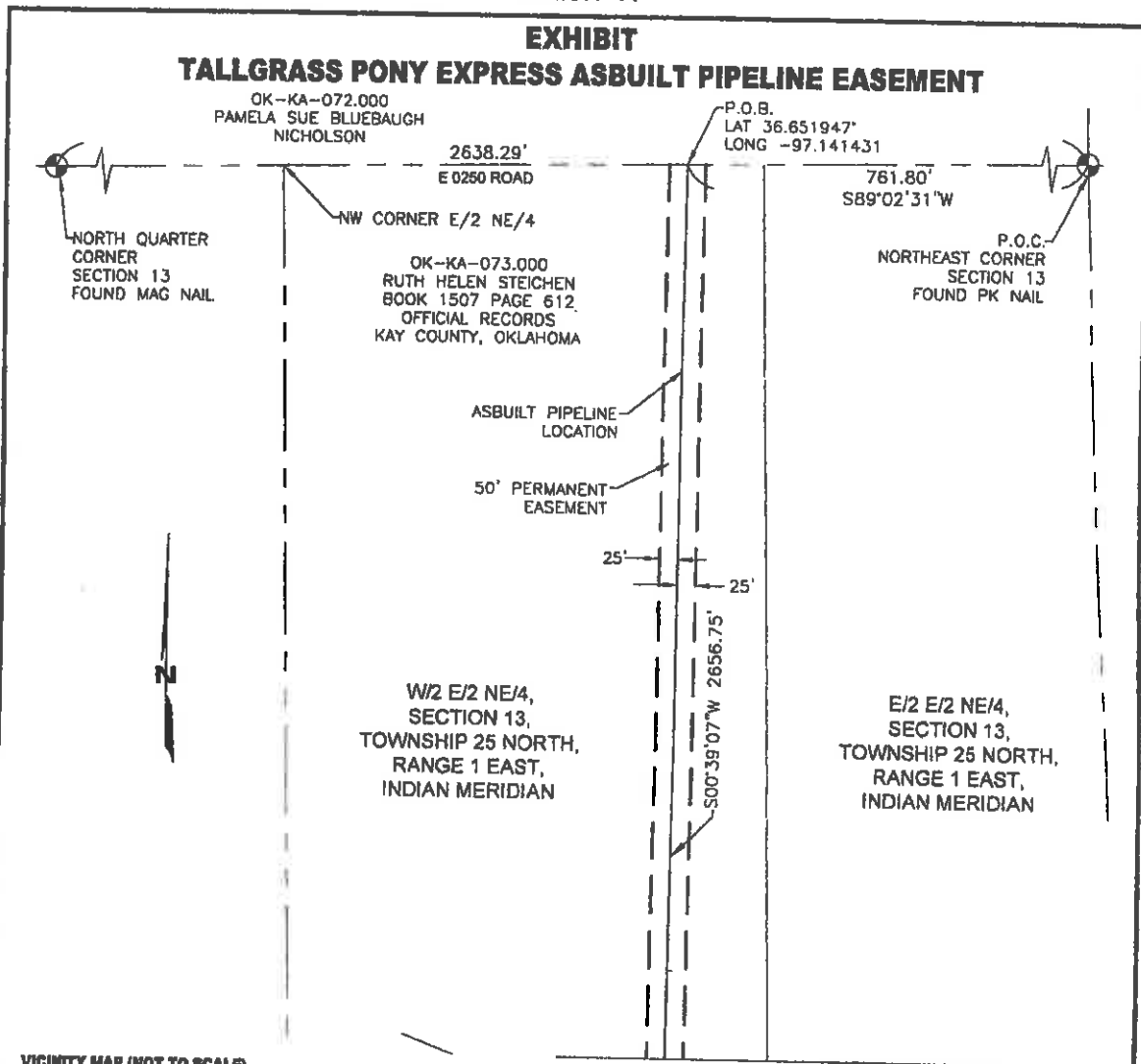
		<b>TALLGRASS PONY EXPRESS PIPELINE PROJECT</b>				50' WIDE PERMANENT EASEMENT ACROSS THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 1 EAST INDIAN MERIDIAN KAY COUNTY, OKLAHOMA RUTH HELEN STEICHEN	
CITY/COUNTY	KAY	STATE	OKLAHOMA	SURVEYING AND MAPPING LLC (SAM) 556 Zang St., Suite 210 Lakewood CO, 80226 Ph: (303) 866-5852 Fax: (303) 866-2188 EMAIL: SAM@SAM.602		DRAWN BY	T. KURTZ
EXHIBIT DATE	08/21/2014	PROJ. NO.	33338	DWG. NO.	OK-KA-073.000-AB.DWG	CHECKED BY	B. SOCIA
						SHEET NO.	1 OF 3

Sheet No. 153

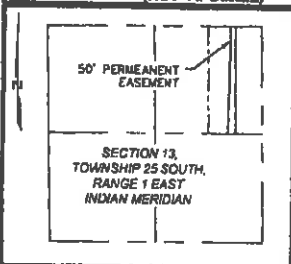
SECURITY ABSTRACT COMPANY  
BOOK 1673 PAGE 812

EXHIBIT "A"

**EXHIBIT  
TALLGRASS PONY EXPRESS ASBUILT PIPELINE EASEMENT**



VICINITY MAP (NOT TO SCALE)



**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- NAD NORTH AMERICAN DATUM
- UTM UNIVERSAL TRANSVERSE MERCATOR

SECTION LINE

MATCH LINE SHEET 3

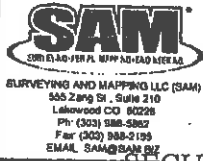
CALCULATED EASEMENT ACREAGE: 3.05 ACRES  
CALCULATED CENTERLINE LENGTH: 2656.75 FEET

**NOTES:**

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON UTM ZONE 14 NORTH, NAD-83. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
2. RECORD INFORMATION SHOWN HEREON ARE BASED UPON A PUBLIC RECORDS SEARCH PROVIDED BY LANDMARK FIELD SERVICES.
3. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, AND IS ONLY INTENDED TO GRAPHICALLY DEPICT THE ACCOMPANYING DESCRIPTION.
4. THIS EXHIBIT DEPICTS FIELD LOCATED PIPELINE INFORMATION AND A 50' WIDE PERMANENT EASEMENT CENTERED ON SAID LOCATION.



**TALLGRASS  
PONY EXPRESS PIPELINE  
PROJECT**



50' WIDE PERMANENT EASEMENT ACROSS THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 1 EAST INDIAN MERIDIAN KAY COUNTY, OKLAHOMA RUTH HELEN STEICHEN

CITY/COUNTY	KAY	STATE	OKLAHOMA
EXHIBIT DATE	08/21/2014	SCALE	1"=200'
PROJ. NO.	33358	DWG. NO.	OK-KA-073.000-AB.DWG

DRAWN BY	CHECKED BY	SHEET NO.
		1 OF 1

Sheet No.

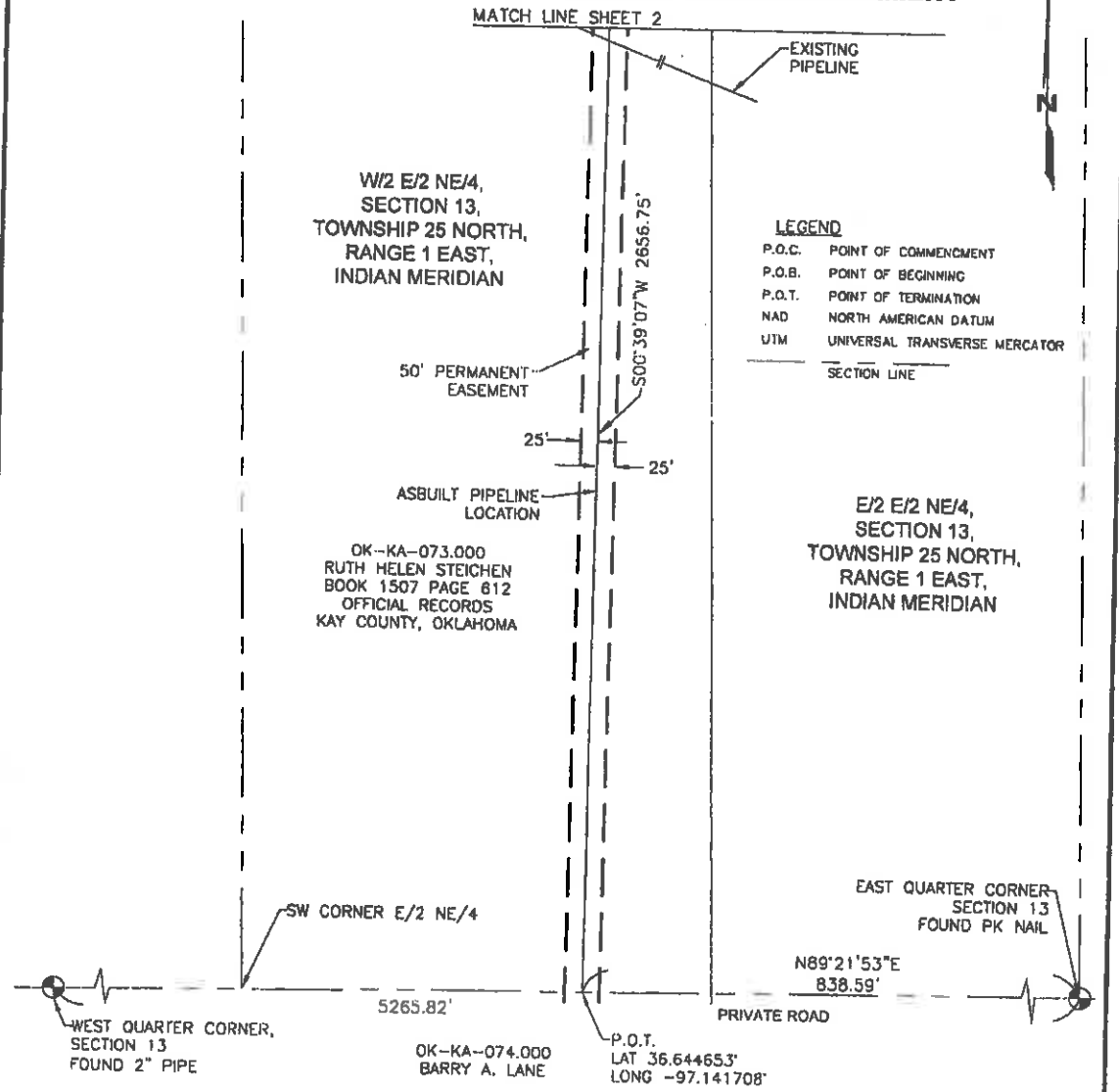
154

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SECURITY ABSTRACT COMPANY

EXHIBIT "A"

**EXHIBIT  
TALLGRASS PONY EXPRESS ASBUILT PIPELINE EASEMENT**



**LEGEND**  
 P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINATION  
 NAD NORTH AMERICAN DATUM  
 UTM UNIVERSAL TRANSVERSE MERCATOR  
 SECTION LINE

- NOTES:**
1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON UTM ZONE 14 NORTH, NAD-83. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
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	<b>TALLGRASS PONY EXPRESS PIPELINE PROJECT</b>			50' WIDE PERMANENT EASEMENT ACROSS THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 1 EAST INDIAN MERIDIAN KAY COUNTY, OKLAHOMA RUTH HELEN STEICHEN		
	CITY/COUNTY KAY OKLAHOMA	STATE OKLAHOMA			SURVEYING AND MAPPING LLC (SAM) 535 24th St., Suite 210 Lawton, OK 73505 Ph: (505) 868-2828 Fax: (505) 868-2185 EMAIL: SAM@SAM.ORG	
EXHIBIT DATE 08/21/2014	SCALE 1"=200'	PROJ. NO. 33358	DWG. NO. OK-KA-073.000-AB.DWG	DRAWN BY T. KURTZ	CHECKED BY B. SOCHA	SHEET NO. 3 OF 3