

*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: 20250736)**

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**Auction Tract 22**  
**(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.:** 20250736-1  
**Issuing Office File No.:** 20250736  
**Property Address:** Vacant Land Section 21, Ponca City, OK 74601

1. **Commitment Date:** June 2, 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 Final Decree recorded October 21, 2010 in Book 1912, page 99.

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

The West Half of the Northeast Quarter of Section 21, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 20250736

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



**SCHEDULE A**  
(Continued)

**STEWART TITLE GUARANTY COMPANY**

*Gayle Helton*

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Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

ESTIMATED

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File No.: 20250736

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.: 20250736

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.: 20250736

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.*
15. The Final Decree in the Estate if Joseph Cleo Steichen has been recorded in the office of the County Clerk of Kay County and is not in the abstract. Submit for examination a properly compiled abstract with all pertinent instruments. (Book 1912, page 99) Section 21 abstract 47788 & 65931

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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.: 20250736

**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. Assignment of Rights of Way and Licenses recorded June 2, 1934 in Book 118, page 134. (Section 21)
11. Report of Commissioners recorded May 15, 1967 in Book 298, page 328. (Section 21)
12. Right of Way Agreement recorded August 10, 1967 in Book 300, page 41. (Section 21)
13. Right of Way Agreement recorded August 18, 1974 in Book 38, page 255. (Section 21)

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File No.: 20250736

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



## SCHEDULE B PART II

(Continued)

14. Order Confirming Report of Commissioners to Oklahoma Gas and Electric Company recorded April 15, 1980 in Book 265, page 51. (Section 21)
15. Right of Way Agreement recorded July 15, 1993 in Book 867, page 494. (Section 21)
16. Pipeline Right of Way recorded April 12, 2011 in Book 1524, page 968. (Section 21)

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)**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Gayle Helton*

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

Gayle Helton License No. 85561

American Abstract Company of McClain County,  
Inc.



*Frederick H. Eppinger*

Frederick H. Eppinger  
President and CEO

*David Hisey*

David Hisey  
Secretary

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



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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



## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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



## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, 1980 Post Oak Blvd, Suite 800, Houston, TX 77056.

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File No.: 20250736

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



*Exception*  
#10

L. R. Crawford and P. C. Spencer,  
as Ancillary Receivers for Producers  
and Refiners Corporation, parties  
of the first part;

Producers and Refiners Corporation,  
a Wyoming corporation, party of the  
second part;

Consolidated Oil Corporation, a  
New York corporation, party of the  
third part; and

Consolidated Pipe Line Company, a  
Delaware corporation, party of the  
fourth part.

ASSIGNMENT OF RIGHTS OF WAY  
AND LICENSES

Dated May 21, 1934

Filed June 2, 1934

At 9:20 A. M.

Recorded in Book 118 Misc.

Page 134

Consideration: Premises

Sell, assign, transfer, set over and convey:

All the right, title and interest of the Company  
and of the Ancillary Receivers in and to all the  
rights of way and licenses covering lands, in the  
County of Kay, State of Oklahoma, described in  
Schedule "A" hereto attached and made a part hereof.

To have and to hold, possess and enjoy, free from any and  
all claims, rights, interests and from any equitable or statutory right  
of redemption of, in or to the same by or of the Company and by or of  
all persons claiming by, under or through the Company, its creditors  
and stockholders\*\*\*

L. R. Crawford  
P. C. Spencer, As Ancillary  
Receivers for PRODUCERS AND  
REFINERS CORPORATION, Parties  
of the First Part.

Attest: A. W. Heinemann  
Secretary  
(CORPORATE SEAL)

PRODUCERS AND REFINERS CORPORATION  
John Fertig, Vice-President  
Party of the Second Part.

Attest: O. M. Gerstung  
Asst. Secretary  
(CORPORATE SEAL)

CONSOLIDATED OIL CORPORATION  
J. W. Carnes, Vice-President  
Party of the Third Part.



Attest: A. N. Hanna  
Secretary  
(CORPORATE SEAL)

CONSOLIDATED PIPE LINE COMPANY  
J. R. Manion, President  
Party of the Fourth Part

Acknowledged May 21, 1934, by L. R. Crawford and P. C. Spencer as Ancillary Receivers for Producers and Refiners Corporation, before Chas. O. Reid, Notary Public, Montgomery County, State of Kansas. (SEAL) Commission expires Apr. 6, 1936.

Acknowledged May 21, 1934, by John Fertig, Vice President of Producers and Refiners Corporation, before Chas. O. Reid, Notary Public, Montgomery County, State of Kansas. (SEAL) Commission expires Apr. 6, 1936.

Acknowledged May 21, 1934, by J. W. Carnes, Vice President of Consolidated Oil Corporation, before L. L. Vrooman, Notary Public, Montgomery County, State of Kansas. (SEAL) Commission expires Mar. 7, 1938.

Acknowledged May 21, 1934, by J. R. Manion, President of Consolidated Pipe Line Company, before L. L. Vrooman, Notary Public, Montgomery County, State of Kansas. (SEAL) Commission expires Mar. 7, 1938.

(\$3.50 INTERNAL REVENUE STAMPS, Attached and Cancelled.)

#### Schedule "A"

(Among other property not herein abstracted)

Schedule of Damages in the nature of an easement for pipe line to Producers and Refiners Corporation, approved by the Assistant Secretary of the Interior November 17, 1923, covering lands of Restricted Indians, as follows:

Allottee	Description	County
Crooked Hand, Heirs	NW 1/4 NE 1/4 of Section 21-25-1E	Kay

(and other property not herein abstracted)



psp

#11

\*\*\*\*\*  
RECORD NUMBER 75883

Continental Pipe Line Company	)	REPORT OF COMMISSIONERS
	)	DATED MAY 12 1967
TO	)	FILED MAY 15 1967
	)	AT 10:35 AM
Joseph Cleo Steichen, et al	)	BOOK 298
	)	PAGE 328

IN THE DISTRICT COURT OF KAY COUNTY, STATE OF OKLAHOMA

CONTINENTAL PIPE LINE COMPANY	)
a corporation,	)
	)
Plainti.	)
	)
vs.	)
	)
JOSEPH CLEO STEICHEN AND HELEN RUTH	)
STEICHEN AND THE FEDERAL LAND BANK	)
OF WICHITA, KANSAS	)
	)
Defendants.	)

NO. 27231

Filed in the DISTRICT COURT  
KAY COUNTY, OKLAHOMA

MAY 15 1967

MARJORIE I. CARVER  
COURT CLERK  
By *[Signature]* DEPUTY

REPORT OF COMMISSIONERS

Come now the undersigned commissioners heretofore appointed by the court to inspect the real property hereinafter described and to consider the injury the defendants have sustained and shall sustain by reason of the taking of said property for pipe line purposes by Continental Pipe Line Company, a corporation organized under the laws of the state of Delaware and authorized to do business within the state of Oklahoma, and respectfully submit the following report:

We were and are disinterested freeholders, residents of Kay County, Oklahoma, and not interested in any like question. On the 4th day of May 1967, we took the oath prescribed by law and thereupon

proceeded to inspect the real property situated in Kay County, Oklahoma,  
described as follows, to wit:

TRACT I

Being a temporary or construction easement 60 feet wide,  
lying 30 feet on either side of the following described  
centerline:

Beginning at a point on the East line of the NE1/4 Section  
14, T. 25 N. - R. 1 E., Kay County, Oklahoma, said  
point being South, 700 feet from the NE corner NE 1/4  
of Said Section 14; thence S. 55° 07' W., 1,617 feet and  
ending at a point on the West line of the E 1/2 NE 1/4  
of said Section 14. said point being North, 1,039 feet  
and West, 1,326 feet from the SE corner NE 1/4 said  
Section 14.

Above described easement contains 2.23 Acres.

Said easement is further described as a permanent or  
maintenance easement 40 feet wide, lying 20 feet on  
either side of the above described centerline and contains  
1.48 Acres.

TRACT II

Being a temporary or construction easement 60 feet  
wide, lying 30 feet on either side of the following  
described centerline:

Beginning at a point on the East line of the SW/4  
NE/4 Section 21, T. 25 N., R. 1 E., Kay County,  
Oklahoma, said point being North 202 feet from the  
SE Corner SW/4 NE/4 Said Section 21; thence S. 59°

39' W., 399 feet to a point on the South line of the said SW/4 NE/4 Section 21, said point being West, 344 feet from the SE Corner of said SW/4 NE/4 Section 21.

The above described easement contains 0.55 Acres.

Said easement is further described as a permanent or maintenance easement 40 feet wide, lying 20 feet on either side of the above described centerline and contains 0.37 Acres.

TRACT III

Being a temporary or construction easement 60 feet wide, lying 30 feet on either side of the following described centerline:

Beginning at a point on the North line of the NW 1/4 NE 1/4 Section 22, T. 25 N. - R. 1 E., Kay County, Oklahoma, said point being 79 feet East of the NW corner NW 1/4 NE 1/4 said Section 22; thence S. 59° 25' W., 93 feet and ending on the West line of the NW 1/4 NE 1/4 said Section 22, said point being South 48 feet from the NW corner NW 1/4 NE 1/4 said Section 22.

Above described easement contains 0.13 Acres.

Said easement is further described as being a permanent or maintenance easement 40 feet wide, lying 20 feet on either side of the above described centerline, and contains 0.08 Acres.

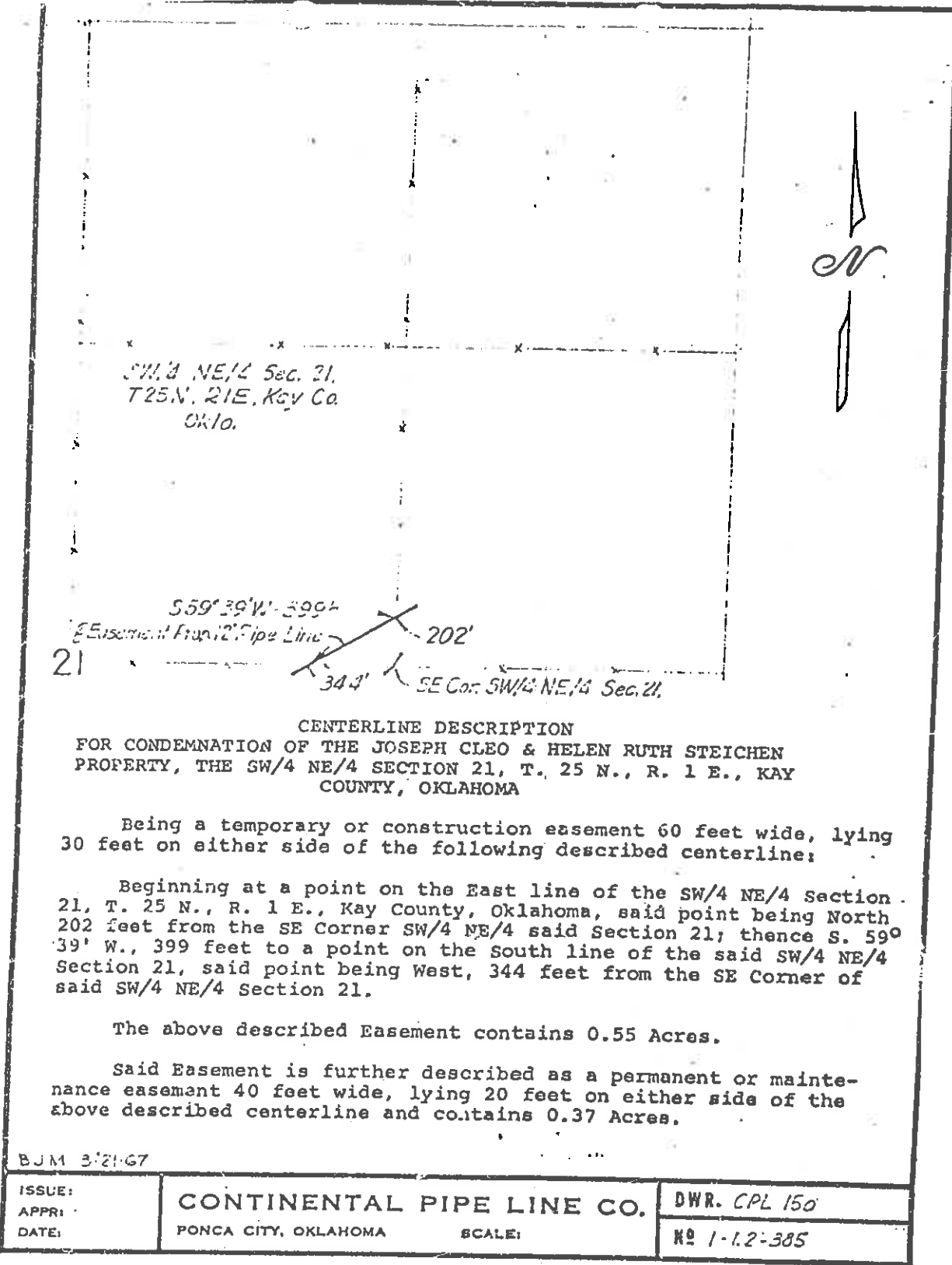
We further report that Continental Pipe Line Company, the plaintiff in the above entitled cause, has located its pipe line upon the above described property; that the whole of said property is necessary for the purpose of construction and maintenance of said pipe line; and that the whole of said property must be taken by the plaintiff for said purposes.

We further report that we have considered the injury which the defendants, as owners of the property above described, shall sustain by reason of the taking of said property by said company, and we hereby assess the damages due defendants by reason of such appropriation at the sum of \$ 2,097.50.

IN WITNESS WHEREOF, we have hereunto set our hands this 12 day of May 1967.

[Signature]  
C. D. Adams  
[Signature]  
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 New York in said County and State.  
Witness my hand and seal this 12 day of May 1967.  
[Signature]  
Marjorie L. Carter, Court Clerk,  
[Signature] Deputy



SW/4 NE/4 Sec. 21,  
T25 N., R1 E., Kay Co.  
Okla.

559° 39' W. 399' -  
Easement From 2" Pipe Line - 202'  
344' SE Cor. SW/4 NE/4 Sec. 21.

**CENTERLINE DESCRIPTION**  
**FOR CONDEMNATION OF THE JOSEPH CLEO & HELEN RUTH STEICHEN**  
**PROPERTY, THE SW/4 NE/4 SECTION 21, T. 25 N., R. 1 E., KAY**  
**COUNTY, OKLAHOMA**

Being a temporary or construction easement 60 feet wide, lying 30 feet on either side of the following described centerline:

Beginning at a point on the East line of the SW/4 NE/4 Section 21, T. 25 N., R. 1 E., Kay County, Oklahoma, said point being North 202 feet from the SE Corner SW/4 NE/4 said Section 21; thence S. 59° 39' W., 399 feet to a point on the South line of the said SW/4 NE/4 Section 21, said point being West, 344 feet from the SE Corner of said SW/4 NE/4 Section 21.

The above described Easement contains 0.55 Acres.

Said Easement is further described as a permanent or maintenance easement 40 feet wide, lying 20 feet on either side of the above described centerline and contains 0.37 Acres.

BJM 3-21-67

ISSUE:	CONTINENTAL PIPE LINE CO.	DWR. CPL 150
APPR:		NO 1-12-385
DATE:	PONCA CITY, OKLAHOMA	SCALE:

psp

#12

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RECORD NUMBER 77751

Joseph Cleo Steichen and Ruth Helen Steichen, his wife	)	RIGHT OF WAY AGREEMENT DATED JUNE 20 1967
	)	FILED AUGUST 10 1967
TO	)	AT 8:00 AM
	)	BOOK 300
Continental Pipe Line Company a Delaware corporation	)	PAGE 41 CONSIDERATION \$10.00 & OVC

FOR AND IN CONSIDERATION of the sum of Ten Dollars and Other Good and Valuable Consideration (\$10.00), in hand paid, the receipt of which is hereby acknowledged Joseph Cleo Steichen and Ruth Helen Steichen, 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 for the transportation of oil and gas and products and by-products thereof, water and other substances, upon, over, through and under the following described land situated in Kay County, State of Oklahoma, to it:

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 21, Township 25 North, Range 1 East, and more particularly described as follows:

Being a temporary or construction easement 60 feet wide, lying 30 feet on either side of the following described centerline:

Beginning at a point on the East line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 21, Township 25 North, Range 1 East, Kay County, Oklahoma, said point being North 202 feet from the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 21; thence South 59° 39' West, 399 feet to a point on the South line of the said Southwest Quarter of the Northeast Quarter of Section 21, said point being West, 344 feet from the Southeast Corner of said Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 21.

Said Easement is further described as a permanent or maintenance easement 40 feet wide, lying 20 feet on either side of the above described centerline and contains 0.37 Acres; and is granted for one pipeline only.

together with the rights of ingress and egress to and from said line for the purposes aforesaid.

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 nor permit same to be done by others.

Any pipe line 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.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

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 pipe line or an undivided interest therein 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 20th day of June, 1967.



Joseph Cleo Steichen  
Joseph Cleo Steichen  
Ruth Helen Steichen  
Ruth Helen Steichen

STATE OF OKLAHOMA )  
                          ) SS.  
COUNTY OF KAY      )

Before me, the undersigned, a notary public within and for said county and state, on this 20th day of June, 1967, personally appeared Joseph Cleo Steichen and Ruth Helen Steichen, his wife, 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:

Feb 17, 1971

Ethel N. Groom  
Notary Public

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psp

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RECORD NUMBER 13279

#13

Joseph C. Steichen & Ruth Helen ) RIGHT OF WAY AGREEMENT  
 Steichen, husband and wife ) DATED AUGUST 8 1974  
 ) FILED AUGUST 18 1974  
 TO ) AT 8:25 AM  
 ) BOOK 38  
 Oklahoma Natural Gas Company ) PAGE 255  
 a corporation ) CONSIDERATION \$1.00 & OVC

THIS AGREEMENT, made and entered into by and between Joseph C. Steichen &  
Ruth Helen Steichen, Husband and Wife

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

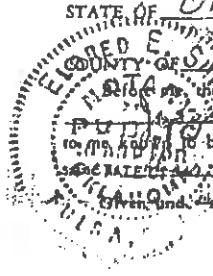
State of Oklahoma, and more particularly identified and described as follows, to-wit:  
A 50-foot easement described by its centerline as beginning at a point 800 feet  
East of the SW/corner of the W/2 NE/4 of Section 21-T25N-R1E; thence N 59° 17' E  
for a distance of 602 feet to a point 307 feet North of the SE/corner of said  
W/2 NE/4 of Section 21.

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 <sup>4 1/2</sup> inches below surface of the ground so that the same will not interfere with the  
 cultivation of said premises.  
 3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and  
 other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.  
 4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining,  
 operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested per-  
 sons, 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.

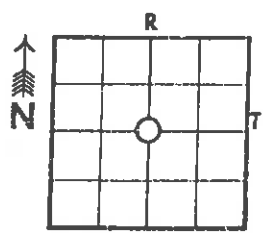
IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 8<sup>th</sup> day of August, 1974.

Joseph C. Steichen  
 Joseph C. Steichen  
Ruth Helen Steichen  
 Ruth Helen Steichen

STATE OF Oklahoma }  
COUNTY OF May } SS.



My Commission Expires:  
My Comm. Expires March 19, 1977



Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 8<sup>th</sup> day of August, 1974 personally appeared Edith C. Stecher and Ruth Helen Stecher, Husband and Wife to me known to be the identical person she who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

Eldred E. Smith  
Notary Public

RECORDING DATA

Negotiated by J. D. Knecht \_\_\_\_\_ Rods \_\_\_\_\_

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#14

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IN THE DISTRICT COURT OF KAY COUNTY  
STATE OF OKLAHOMA

Filed in the DISTRICT COURT  
KAY COUNTY, OKLAHOMA

OKLAHOMA GAS AND ELECTRIC COMPANY, )  
 an Oklahoma corporation, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JOE C. STEICHEN and RUTH HELEN STEICHEN, )  
 his wife, )  
 )  
 Defendants. )

MAR 13 1980  
 HAZEL M. WOOD, Court Clerk  
 By: S. D. Hogan  
 Deputy  
 NO. C-79-91

ORDER CONFIRMING REPORT OF COMMISSIONERS

Now on the 18<sup>th</sup> 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, 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.

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 West Half of the Northeast Quarter (W/2 NE/4) Section 21, Township 25 North, Range 1 East, Kay County, Oklahoma, and the E/2 SW/4 of Section 7, Township 25 North, Range 2 East, Kay County, Oklahoma, being 50 feet in width on each side of a centerline commencing at a point on the West line of the W/2 NE/4 approximately 1790 feet South of the Northwest corner thereof and extending in a northeasterly direction in a straight line for a distance of 1440 feet to a point on the East line approximately 1220 feet South of the Northeast corner of the W/2 NE/4 of Section 21; thence commencing at a point on the West line of the East Half of the Southwest Quarter (E/2 SW/4) Section 7, Township 25 North, Range 2 East, Kay County, Oklahoma, approximately 1320 feet South of the Northwest corner thereof and extending in a northeasterly direction in a straight line for a distance of approximately 1440 feet to a point on the East line of the E/2 SW/4 approximately 756 feet South of the Northeast corner thereof.


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

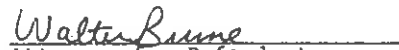
proper for the construction, reconstruction, maintenance, operation and removal of said electric transmission line system by the Plaintiff herein, its successors and assigns; that, notwithstanding the appropriation of the rights hereinbefore described, the above described land will not be fenced by the 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 Commissioners' award of \$9,250.00 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 instrument was filed for record in Book 265 Page 51 April 15, 1980 at 11:53 AM record number 3232.

\*\*\*\*\*

psp

\*\*\*\*\*

RECORD NUMBER 6576

#15

Josphe C. Steichen, aka Joe C. )  
 Steichen and Ruth Helen Steichen )  
 Husband and wife )  
 TO )  
 Trident NGL, Inc. )  
 )  
 )  
 )  
 )

RIGHT OF WAY AGREEMENT  
 DATED OCTOBER 29 1992  
 FILED JULY 15 1993  
 AT 1:44 PM  
 BOOK 867  
 PAGE 494  
 CONSIDERATION \$100.00

For and in consideration of the sum of One Hundred Dollars & No/100 Dollars (\$ 100.00) paid by Trident NGL, Inc. hereinafter called GRANTEE, the receipt and sufficiency whereof are hereby acknowledged, I/We, Joseph C. Steichen aka Joe C. Steichen & Ruth Helen Steichen, husband & wife

hereinafter called GRANTOR, whether one or more, do hereby grant and convey to GRANTEE, its successors and assigns, a right of way and easement for and the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, replace, in whole or in part, with the same size or larger or smaller pipe, and remove pipelines for the transportation of oil, gas, condensate, distillate or water, or combinations or products of any one or more of said substances, on, over or through that certain land situated in Key County, State of Oklahoma to-wit:

W/2 NE/4 Section 21-25N-1E, more fully described on the plat attached hereto and made a part hereof.

*Handwritten signatures: JCS, RHE*

RECEIVED # 6576  
FILED OR RECORDED  
STATE OF OKLAHOMA

93 JUL 15 PM 1:44

BY *Handwritten signature*  
MAYDIE KIMBREL  
CLERK

together with the rights of ingress and egress to and from said lines and installations and the route or locations therefor on any other land and the adjacent lands of GRANTOR, with the right to use existing roads, for each and all of said purposes. The route of said lines shall be selected by GRANTEE.

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, until said right of way or easement or any one or more of said rights and privileges are used or exercised, for a term of 99 years from the date of this agreement.

- This right-of-way shall not be used for a salt water disposal line.
- This is for one pipeline only, to be buried at a minimum depth of 36 inches.
- There will be no above ground appurtenances except for markers and vents at property lines.
- When the pipeline ceases to operate for a period of 24 consecutive months, this agreement shall become null and void.

Any replacement line may not be any larger than 6" and may carry or be operated under less or greater pressure than any line previously laid hereunder. A replacement line shall not be considered an additional line. If the pipeline laid hereunder is replaced, the new pipeline shall be laid as nearly as practical to the same location of the existing line and the existing line shall be removed.

All pipelines constructed under this agreement shall be buried through cultivated lands so that they will not interfere with ordinary cultivation. In the event any pipeline is buried, neither party shall diminish or reduce the soil cover over said pipeline without prior written consent of the other party. Grantee must comply with all State and Federal regulations.

GRANTEE shall pay for damages to crops, fences, timber, livestock and other personal property of GRANTOR caused by GRANTEE in constructing, repairing or removing said lines.

*Handwritten initials*

GRANTOR reserves the right to the full use and enjoyment of said premises subject to the rights above granted and as the same may be necessary for the purposes herein granted; provided that GRANTOR shall not construct over any line or lines of GRANTEE any improvements, lake or ponds of a nature such as to interfere with the rights hereby granted.

*Joe C. Steichen*  
This agreement shall be assignable in whole or in part subject to the conditions and provisions herein provided and the rights, privileges, and estates herein granted shall be binding on and inure to the benefit of the heirs, successors, administrators, and assigns of the parties hereto.

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

WITNESS THE EXECUTION HEREOF this 29th day of October, 1992.

\_\_\_\_\_  
\_\_\_\_\_  
*Joseph C. Steichen*  
Joseph C. Steichen, aka Joe C. Steichen  
*Ruth Helen Steichen*  
Ruth Helen Steichen

BOOK **867** PAGE **494**

A. F. E. Number	LINE NAME	RODS	SYSTEM	STATE	PROJECT	R/W NO.
9-3523038X2020.1	Three Sands Oil Co, Impson #1					

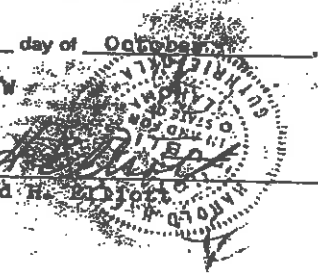
(INDIVIDUAL)

STATE OF Oklahoma  
COUNTY OF Key

The foregoing instrument was acknowledged before me this 29th day of October, 1992, by Joe C. Steichen and Ruth Helen Steichen, H/W

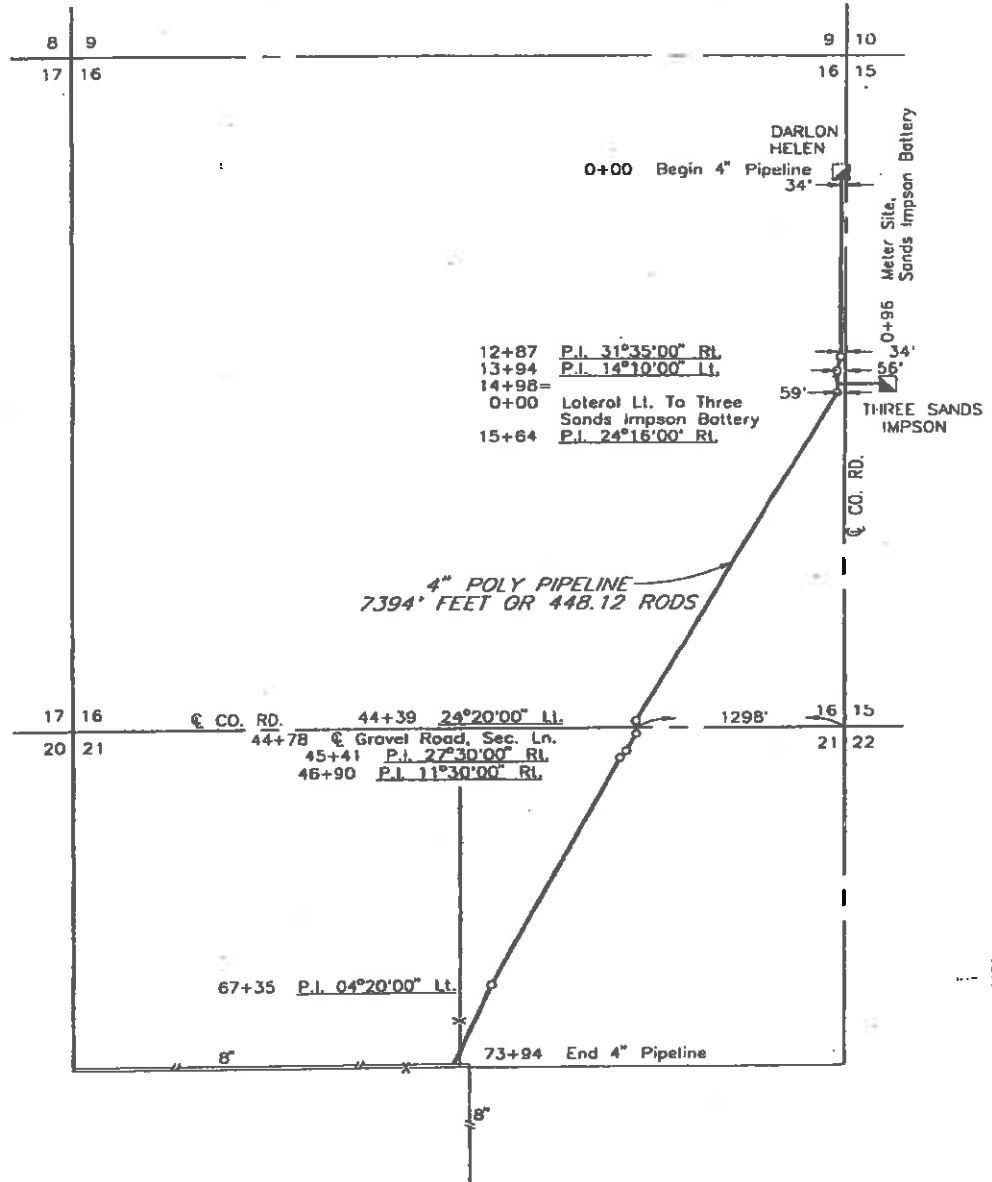
My commission expires:  
July 25, 1996

*Harold H. [Signature]*  
Notary Public Harold H. [Signature]



SEC. 16 & 21, T25N-R1E  
KAY COUNTY, OKLAHOMA

EXHIBIT "A"



BOOK 867 PAGE 496

REV	DATE	SCALE	1"=1000'	DATE
1	7/13/93	DRAWN BY	DOW	7/7/93
		INITIAL CHK.	F.R.C.	7/7/93
		FINAL CHK.		
		ENGR.		
		APPROVED		
		P.E. NO.		



TITLE: <b>4" POLY PIPELINE WELL CONNECT</b>	
KAY COUNTY,	OKLAHOMA
PLANT: <b>AMBROSE PLANT</b>	
DWC. NO. 170-2400-L	REV. 1
END. NO. AMA00L	

TECHNICAL SERVICES THE WOODLANDS, TEXAS

PREPARED BY JEFFRIES & ASSOC., INC., TULSA, OKLAHOMA  
SECURITY ABSTRACT COMPANY

Sheet No. 03

\*\*\*\*\*

#16



I-2011-003844 04/12/2011 9:38 am  
Book 1524 Page(s) 0968-0969  
Fee: \$ 15.00 Doc: \$ 0.00  
TAMMY REESE - Kay County Clerk  
State of Oklahoma

**PIPELINE RIGHT-OF-WAY GRANT**

STATE OF OKLAHOMA )  
COUNTY OF KAY ) **KNOW BY ALL MEN THESE PRESENTS**

That for and in consideration of ten and more dollars and other valuable consideration to the undersigned paid by the grantee herein, the receipt of which is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants unto EXOK, Inc. 6410 North Santa Fe, Oklahoma City, Oklahoma 73116 , its successors and assigns (hereinafter called "Grantee") a ten foot (10') wide permanent right of way and easement to lay, operate, maintain, replace, protect, and remove one poly-pipe water line and one poly-pipe gas line under and across the following described tract of land located in Kay County, Oklahoma, to wit:

W/2 NE/4 of Section 21-25N-1E

To have and to hold unto Grantor, its successors and assigns, for the purpose of ingress and egress for constructing, inspecting, maintaining, repairing, replacing, or removing the property of Grantee located thereon at the will of Grantee.

Grantors shall have the right to use the surface of the easement conveyed hereby for agricultural purposes, pasturage, or other purposes (exclusive of the impoundment of water over the pipeline) not inconsistent with the use of grantee.

It is further agreed as follows:

- 1) That grantee will install the pipe for which this grant is made within the barrow ditch in the county right-of-way along the North line of the W/2 NE/4 of section 21-25N-1E, Kay County, OK.
- 2) That grantee will bury the pipeline laid hereunder with a cover of at least 36 inches from the top of the pipe to the surface of the ground.

**BOOK 1524 PAGE 968**

PIPELINE RIGHT-OF-WAY GRANT (Continued)  
W/2 NE/4 21-25N-1E, Kay County, OK

This instrument and the covenants and agreements hereby contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

EXECUTED this 1<sup>st</sup> day of April, 2011.

Ruth H. Steichen  
Ruth H. Steichen

ACKNOWLEDGMENT

STATE OF OKLAHOMA        )  
  )        ss.  
COUNTY OF KAY

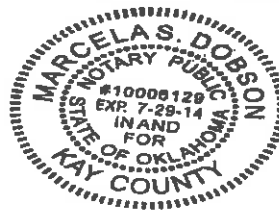
April Before me, the undersigned, a notary public in and for said State, on this 1<sup>st</sup> day of April, 2011, personally appeared Ruth H. Steichen to me known to be the identical person who subscribed her name to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.

Marcela S. Dobson  
Notary Public

My Commission Expires:

7/29/14



BOOK 1524 PAGE 969