

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: 20250730)

Auction Tracts 3 - 7
(Kay County, Oklahoma)

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.: 20250730-1
Issuing Office File No.: 20250730
Property Address: Vacant Land, Ponca City, OK 74601

1. **Commitment Date:** April 30, 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 July 27, 2022 in Book 1912, page 99.
AND
Ruth Helen Steichen, by a Warranty Deed recorded October 24, 1950 in Book 180, page 58 and an Affidavit of Surviving Joint Tenant recorded August 25, 2010 in Book 1502, page 231.
AND
Ruth Helen Steichen, by a Warranty Deed recorded September 6, 1951 in Book 183, page 606 and an Affidavit of Surviving Joint Tenant recorded August 25, 2010 in Book 1502, page 231.
AND
Ruth Helen Steichen, by a Final Decree recorded October 21, 2010 in Case NO. PB-2007-9 and in Book 1507, page 612 and in Book 1912, page 99.
AND
Hun-shaw-day-nee/Jennie Blaick Hair Horse, by a Patent recorded March 8, 1994 in Book 889, page 628.

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

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File No.: 20250730

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



SCHEDULE A

(Continued)

The North Half of the Northeast Quarter of Section 11, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The North Half of the Southeast Quarter of Section 11, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The South Half of the Southeast Quarter of Section 11, 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 11, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The North Half of the North Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter and North Half of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 11, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma.

AND

The South Half of the Northeast Quarter of Section 11, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma. LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: Beginning at the Northeast corner of the South Half of the Northeast Quarter; thence S 786.75 feet; thence West 330 feet; thence North 786.75 feet; thence East 330 feet to the true point of beginning.

STEWART TITLE GUARANTY COMPANY



Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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File No.: 20250730

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.: 20250730

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.: 20250730

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
Rerefiled 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 2, 2010 in Book 1497, page 951.
15. There is no deed from the Allotte of the NE/4 of Section 11, township 25 North, Range 1 East or her heirs as to the portions in the E/2 E/2 SE/4 NE of Sectin 11.
Submit for examination a valid recorded conveyance as to these lands from the legally established heirs of the Allottee that has been approved by the appropriate office of the United States of America.

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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.: 20250730

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 an Easement recorded March 9, 1994 in Book 889, page 686.
11. Decree of Incorporation recorded March 24, 1972 in Book 326, page 621.
12. Easement recorded December 26, 1957 in Book 238, page 322.

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



SCHEDULE B PART II
(Continued)

13. Transmission Line Easement recorded December 20, 2013 in Book 1631, page 548.
14. Easement Agreement recorded August 31, 2014 in Book 1652, page 521.
15. Right of Way Agreement recorded October 16, 1957 in Book 236, page 632.
16. Pipe Line Right of Way recorded May 18, 1959 in Book 249, page 497.
17. Right of Way Agreement in favor of Oklahoma Natural Gas Company recorded August 19, 1974 in Book 38, page 254.
18. Pipeline Easement and Agreement recorded September 9, 1983 in Book 430, page 217.
19. Right of Way Grant Pipeline recorded November 28, 1956 in Book 246, page 4.
20. Easement Agreement recorded August 13, 2014 in Book 1652, page 521.

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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 EXTRACONTRACTUAL 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.: 20250730

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



Section 11

ASSIGNMENT

RECEPTION # 2630
FILED OR RECORDED
STATE OF OKLAHOMA

94 MAR -9 AM 10:14

BY: Robert Nobles DEPUTY
MATTIE KIMBREL
KAY COUNTY CLERK

1400ct

KNOW ALL MEN BY THESE PRESENTS:

That THE NOBLES COMPANY, Route 1 Box 412-C, Denton, Texas 76207, a partnership consisting of Robert H. Nobles and Jimmie G. Nobles, hereinafter referred to as "Assignor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey, WITHOUT COVENANTS OR WARRANTIES OF TITLE, EITHER EXPRESS OR IMPLIED, unto F. A. INVESTMENTS, L.C., a Texas Limited Liability Co., Route 1 Box 412-C, Denton, Texas 76205, hereinafter referred to as "Assignee," all of Assignor's right, title and interest in and to the Oil and Gas Leases, rights-of-ways, surface leases, and royalty interests described in Exhibit "A" attached hereto and made a part hereof.

Assignor, for the same consideration recited above, further assigns any and all of the other right, title, and interest in and to, and obligations under, the Partial Assignment and Bill of Sale, described in Exhibit "B," attached hereto and made a part hereof.

Executed this 1 day of February March, 1994.

[Signature]
Robert H. Nobles, Partner

[Signature]
Jimmie G. Nobles, Partner

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me on this date by Robert H. Nobles and Jimmie G. Nobles, partners, on behalf of the Nobles Company



Date: February 1, 1994
[Signature]
NOTARY PUBLIC, STATE OF TEXAS

After recording return to:
F. A. Investments, L.C.
Route 1 Box 412-C
Denton, TX 76207

BOOK 889 PAGE 686

BOOK 889 PAGE 687

1912-83845-703924

EXHIBIT "A"

Attached to and Made Part of
Assignment and Bill of Sale

Kay County, Oklahoma

LEASE NUMBER	LESSOR	LESSEE	DATE	RECORDING DATA		DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
				Book	Page		
PH-703924 T00259	Henry Jones (1918) Successor of Mary Roy Yellow Picker dec'd, Ponca No. 253 BIA No. 14-20-207-63	Anderson-Pritchard Oil Corporation	11/26/56	237	524	E/2 SW/4, Section 7, T25N-R2E	1

FOOTNOTE REFERENCE

1. Subject to Operating Agreement between Singer-Fleishaker, Operator and Texas-Pacific Oil Company, et al, Non-Operators dated 7/01/74 (TP-6191).

ONG 83845

EXHIBIT "B"

ASSIGNMENT
AND
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That SUN EXPLORATION AND PRODUCTION COMPANY, P. O. Box 2880, Dallas, Texas 75221-2880, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey, WITHOUT COVENANTS OR WARRANTIES OF TITLE, EITHER EXPRESS OR IMPLIED, unto F. A. INVESTMENTS, R. H. NOBLES ACCOUNT, NOBLES, KOZEURA PROFIT SHARING, 2026 University, Denton, Texas 76201, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the Oil and Gas Leases, rights-of-way, surface leases, and royalty interests described in Exhibit "A" attached hereto and made a part hereof. IN SO FAR ONLY as said Leases and royalty interests cover the lands and depths specifically described in said Exhibit "A", and subject to the provisions of said Leases and to any and all existing royalties, excess royalties, overriding royalty interests or other payments out of production with which said Leases may be burdened.

Assignor, for the same consideration recited above, does hereby sell, transfer, assign, and convey, AS IS AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS EITHER EXPRESS OR IMPLIED, unto Assignee, all of Assignor's right, title and interest in and to all of the wells located on said lands, together with all casing, leasehold equipment, and personal property in or on or used in connection with said wells, as specifically described in Bid Letter #83845 dated November 21, 1983.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

Assignee, in consideration of the mutual benefits to be derived hereunder, by its acceptance hereof, understands and agrees to the following terms and conditions:

1. Assignee hereby agrees that all oil in the lease tanks is excluded from this sale and is reserved by, and remains the property of, Assignor. The quantity and the grade of such oil shall be ascertained jointly by Assignor and Assignee on the effective date hereof, and Assignor will bill Assignee for the value thereof on the basis of the posted price then prevailing in the field for oil of similar grade and quality.
2. Assignee agrees to be solely responsible for any and all sales taxes due by virtue of this transaction on the equipment, material and property hereby assigned and conveyed, and Assignee shall remit such sales taxes to Assignor at time of closing for payment to the State of Oklahoma. Assignee also agrees to be responsible for payment of ad valorem taxes for the current year. Assignee will in turn bill Assignor for its proportionate share, prorated to the effective date of this sale.
3. Assignee hereby agrees that it has inspected the leases, wells, personal property and equipment assigned and conveyed herein and that it accepts the same in their present condition. Assignee hereby agrees to assume all responsibility for said wells, the casing and leasehold equipment in and on said wells, and all other personal property used on or in connection therewith, from and after the effective date of this Assignment and Bill of Sale, and Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in

L63/83845

BOOK 889 PAGE 688

connection with the above-described leases, land, wells, casing, leasehold equipment, and other personal property, or Assignee's or other parties' operations on said leases and said land, as of the effective date of this Assignment and Bill of Sale, regardless of whether the liability therefor is based upon some alleged act or omission of Assignor, or of Assignee, or of some other party. Assignor agrees to indemnify and hold Assignee harmless from any and all such claims or causes of action based upon some alleged act or omission of Assignor or its employees arising prior to the effective date of this Assignment and Bill of Sale.

4. Assignee agrees to require compliance with all laws, ordinances, rules and regulations, Federal, state and municipal, with respect to the abandonment of the above-described wells or the abandonment of any and all of the leasehold equipment and property conveyed hereby, including, where applicable, the use of explosives in shooting or pulling of casing and tubing.

5. Assignee agrees that at such time as any well or wells on the leases assigned hereby are abandoned, such well be properly plugged and abandoned in accordance with the applicable rules and regulations pertaining to the plugging and abandoning of such wells in the State of Oklahoma at the time said wells are plugged and abandoned, and Assignee further agrees that the surface of the land around said well or wells will be cleaned and restored as nearly as possible to its original condition. Assignee agrees to be responsible to Assignor for damages in connection with the above referenced operations and to hold Assignor harmless therefrom.

6. The lease assigned hereunder, or portions thereof, may be subject to the terms and conditions of certain agreements, even though such are not listed herein.

7. Although Assignor is selling its interests in any rights-of-way that might be found on the subject acreage, Assignor expressly retains the right for use of such rights-of-way on the leases described in Exhibit "A" where Assignor retains any deep rights.

8. Assignee agrees to assume all obligation for rentals on surface leases. With respect to surface leases which lie over leases in which Assignor retains the deep rights, Assignee agrees to supply Assignor with evidence of such payment within 30 days after the date such rentals are due. With respect to surface leases which lie over leases in which Assignor retains the deep rights, Assignor further retains use of such surface for development of said deep rights.

9. If Assignee or its agent should ever cease production on those leases where Assignor has retained the deep rights, Assignee agrees to notify Assignor of this cessation of production within 7 days. Assignor will then have the option to repurchase the lease or allow it to expire. If and when Assignee's leasehold rights terminate, Assignee agrees to furnish Assignor a copy of the release of such leasehold.

10. This Assignment and Bill of Sale is made subject to all of the terms and conditions of that certain Bid Letter #83845 dated November 21, 1983, and made a part hereof by reference.

Record No. 111531

District Court, Kay	)	DECREE OF INCORPORATION
County, Oklahoma	)	DATED March 16, 1972
	)	FILED March 24, 1972
to	)	At 3:15 o'clock P.M.
Bois d'Arc - Cowskin Creek	)	Volume 326 Misc. Records
Conservancy District No. 1	)	Page 621

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

In the Matter of the Establishment	)	No. C-71-16
of BOIS d'ARC - COWSKIN CREEK)	
CONSERVANCY DISTRICT NO. 1	)	Filed March 22, 1972

DECREE OF INCORPORATION

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,
SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

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:

E 1/2 Sec. 11, T25 - R1E.

among other properties

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.

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

Letters with slash mark followed by number means fractional portion of the description.

(Among other property)

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 Court room 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

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

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.

Lowell Doggett
Judge of the District Court

OK:
Ross, Ross & McCarty
By: Jack De McCarty
Attorney for Petitioners

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 Newkirk in said County and State.

Witness my hand and seal this 22 day of March, 1972.

(SEAL)

Hazel M. Wood, Court Clerk
By: Jessie I. Brown,
Deputy

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

Sheet No. 121

Record Number 3772

Lewis V. Knight and wife	)	EASEMENT
Vernalee Knight, Dana A.	)	DATED December 11, 1957
Knight and wife, Hepsey	)	FILED December 26, 1957
Knight,	)	At 9:00 A. M.
To	)	Volume 238, Misc. records,
	)	Page 322
Tidewater Oil Company, a)	
corporation)	

STATE OF OKLAHOMA)
) SS.
 COUNTY OF KAY

KNOW ALL MEN BY THESE PRESENTS, That we, Lewis V. Knight and wife, Vernalee Knight, Dana A. Knight and wife Hepsey Knight of Kay County, Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to me in hand paid by Tidewater Oil Company, a corporation, the receipt of which is hereby acknowledged and confessed, have this day granted, bargained, sold and conveyed, and by these premises do grant, bargain, sell and convey unto the said Tidewater Oil Company, a corporation, an easement and right-of-way across, over and upon the following described land in Kay County, Oklahoma, to-wit:

A tract or parcel of land 20 feet wide, being 10 feet on either side of a central line located as follows: Beginning at the Northwest Corner of the Northeast Quarter of Section 11, Township 25 North, Range 1 East, thence South 1320 feet to the Southwest Corner of the North Half of the Northeast Quarter of Section 11-25 North 1 East;

for the purpose of constructing, maintaining and operating a road and roadway, through, across and upon said premises together with the right, authority, license and privilege to use and maintain the road thereon so long as needed by Tidewater Oil Company to provide access to its R. P. Packhorse lease described as the

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

South Half Northeast Quarter Section 11, Township 25
North, Range 1 East, Kay County, Oklahoma.

AND SAID Grantors do hereby covenant that they are the owners of the North Half Northeast Quarter Section 11-25 North - 1 East, Kay County, Oklahoma, and that they have good and lawful authority to grant the above described easement and right-of-way and do further hereby bind themselves, their heirs, executors, administrators and assigns to warrant and defend the above described easement and right-of-way to the said Tidewater Oil Company, its successors and assigns against the lawful claims of all persons whatsoever.

Witness our hands this the 11th day of December, 1957.

Dana A. Knight
Lewis V. Knight
Vernalee Knight
Hepsey Knight

Acknowledged, December 11th, 1957, by Lewis V. Knight, and wife, Vernalee Knight, Dana A. Knight, and wife Hotsey Knight, before Geo.W. Miller, Notary Public, Kay County, Oklahoma. (Seal) Commission expires: Aug. 16, 1959.

SECURITY ABSTRACT COMPANY, Newkirk, Oklahoma

Sheet No. 36



1-2013-011983 12/30/2013 10:03 am
Book 1631 Pg 0548-0552
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:

THE NORTH ONE-HUNDRED (100) FOOT OF THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), 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.

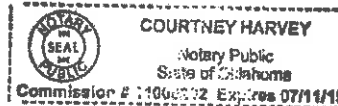
Exhibit (A) is attached to this easement agreement and made a part of such agreement.

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 22nd day of October, A.D., 2013.

Ruth Helen Steichen
RUTH HELEN STEICHEN

ACKNOWLEDGMENT



STATE OF Oklahoma; COUNTY OF Kay

On the 22nd 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 she executed the same as her 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

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 22nd day of October, 2013.

GRANTOR:
Print Name: RUTH HELEN STEICHEN

GRANTOR:
Print Name: _____

Sign Name: Ruth Helen Steichen

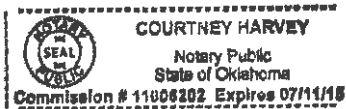
Sign Name: _____

ACKNOWLEDGMENT

STATE OF Oklahoma; COUNTY OF Kay;

On this 22nd day of Oct. in the year 2013, before me, the undersigned notary public, personally appeared Ruth Helen Steichen and NO, 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 22nd day of Oct., 2013.



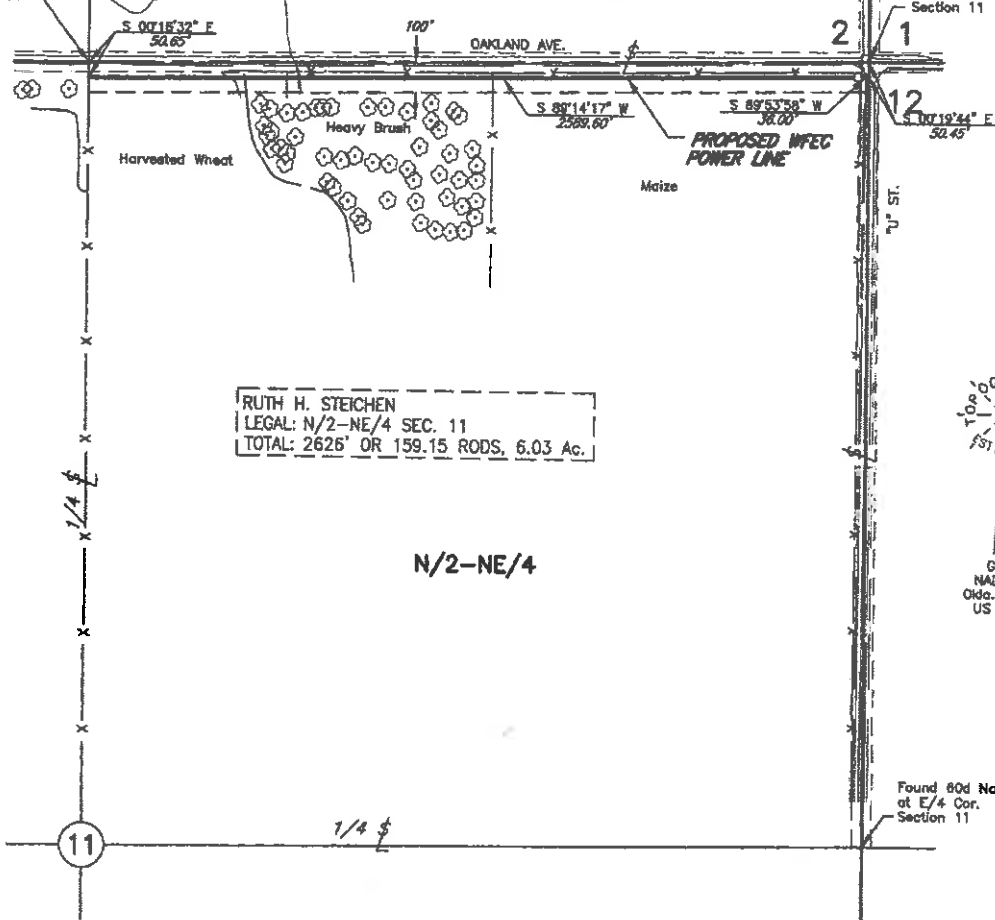
(SEAL)
My commission expires: 7/11/15

Courtney Harvey
Notary Public

T 25 N - R 1 E
(INDIAN MERIDIAN)

Found 1/2" Iron Rod
at N/4 Cor.
Section 11

Found 80d Nail
at NE Cor.
Section 11



RUTH H. STEICHEN
LEGAL: N/2-NE/4 SEC. 11
TOTAL: 2626' OR 159.15 RODS, 6.03 Ac.

N/2-NE/4



Found 80d Nail
at E/4 Cor.
Section 11

CENTERLINE DESCRIPTION: (PROPOSED 100' WIDE EASEMENT)

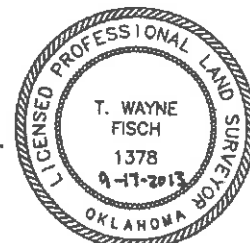
Proposed easement being 100 feet in width, being 50 feet on each side of the following described centerline:
 BEGINNING at an point S 00°19'44" W, a distance of 50.45 feet South of the Northeast Corner of Section 11, T25N - R1E, Indian Meridian, Kay County, Oklahoma;
 THENCE S 89°53'58" W, a distance of 36.00 feet;
 THENCE S 89°14'17" W, a distance of 2589.60 feet, to and ending at a point S 00°16'32" E, a distance of 50.65 feet South of the North Quarter Corner of said Section 11. Said easement containing 6.43 Acres of land as surveyed.

BOOK 1631 PAGE 552

SURVEYOR'S CERTIFICATE:

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

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



2	GENERAL REV.	9/12/2013	JAL
1	Correction	9/6/2013	JAL
NO.	REVISION	DATE	BY
SURVEY BY:		JF 7/8/2013	
DRAWN BY:		JAL	

This plat was prepared exclusively for
WESTERN FARMERS ELECTRIC COOP
 ANADARKO, OKLAHOMA
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma
 SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
 6709 N. Classen, Okla. City, OK 73118 (405) 843-4847

SCALE: 1" = 500'
 DATE: 9/5/2013
 FILE: P2468B13.DWG
 DRAWING NUMBER:
 123092-P2-468-B13



I-2014-006977 08/13/2014 9:12 am
Book 1652 Pg 0521-0525
Fee: \$ 21.00 Doc: \$ 0.00
Tammy Reese - Kay County Clerk
State of Oklahoma

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 International Energy Company, LLC, whose mailing address is 1801 E. 71st Street, Tulsa, OK 74136, its successors and assigns (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 same size pipe or a 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 natural gas in such pipeline within one trench through a strip of land forty feet (40 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:

The West line of the E/2 SE/4 of Sec. 14-25N-1E (the "Property")
The West line of the E/2 NE/4 of Sec. 14-25N-1E (the "Property")
The West line of the SE/4 SE/4 of Sec. 11-25N-1E (the "Property")
The West line of the NE/4 SE/4 of Sec. 11-25N-1E (the "Property")
The West line of the SE/4 NE/4 of Sec. 11-25N-1E (the "Property")
The West line and the North line of the NE/4 NE/4 of Sec. 11-25N-1E (the "Property")
The North line of the NW/4 NW/4 of Sec. 12-25N-1E (the "Property")

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 or the Easement 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 (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 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 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 construction and maintenance of the Pipeline. If Grantor or assign's cattle escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense 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, 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 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 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 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, 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. Grantor agrees to provide Grantee 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 and 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.
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 (60) 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 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 measure 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 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 7th day of August 2014.

GRANTOR: Ruth Helen Steichen

Sign Name: Ruth Helen Steichen
Ruth Helen Steichen

STATE OF OKLAHOMA

COUNTY OF Kay

Before me, a Notary Public in and for said County and State, on the 7th day of August, 2014, personally appeared Ruth Helen Steichen to me personally known to be the identical person who executed the 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.

Carla Douglas
NOTARY PUBLIC

My Commission No. 13011442

Address: 1801 E 71st St.

Tulsa OK 74136

My Commission Expires:
12.26.2017
(Seal)

Joe C. Steichen and Ruth H.
Steichen, his wife,

To

Continental Pipe Line Company,
a Delaware corporation.

RIGHT OF WAY AGREEMENT
Dated October 5th, 1957
Filed October 16th, 1957
At 8:00 A. M.
Recorded in Book 236 Misc.,
Page 632
Consideration: \$50.00

Hereby grant the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipe line or 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

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 11, Twp. 25 North, Range 1 East,
Kay County, State of Oklahoma.

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.

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



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 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.

Joe C. Steichen
Ruth H. Steichen

Acknowledged October 5th, 1957 by Joe C. Steichen and Ruth H. Steichen, his wife, before P. M. Gillert, Notary Public, Kay County, State of Oklahoma. (SEAL) Commission expires Sept. 27, 1959.

Recorded MAY 18 1959 at 2:10 O'Clock P. M

Reception No. 10315 E. EARL EATON, County Clerk
Mabel Siler, Dep. (Seal)

BOOK 249 PAGE 497

PIPE LINE RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, we do hereby grant to Wunderlich Development Company, a corporation organized under the laws of the State of Delaware, and duly authorized to transact business in the State of Oklahoma, its successors and assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of petroleum products (specifically excluding salt water) on, over, or through the following described lands, to-wit:

Beginning at a point 530 feet North of the Southwest Corner of the South Half of the Southeast Quarter of Section 11, Township 25 North, Range 1 East, Kay County, Oklahoma, thence East 725 feet, thence North 25 feet, thence West 725 feet, thence South 25 feet to the point of beginning.

all of which said right of way lies within and upon the South Half of the Southeast Quarter of Section 11, Township 25 North, Range 1 East, Kay County, Oklahoma; with egress to and from the same. The grantors, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating of pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns, may at any time change the size of its pipe lines, repair and replace them, the damages, if any, in making such change, to be paid by the said grantee.

SECURITY ABSTRACT COMPANY

It is hereby further understood and agreed that this easement is granted to Wunderlich Development Company, its successors and assigns, for the purpose of products transmission from a tank battery located upon

BOOK 249 PAGE 498

the above described 80 acre tract which is a part of the production and gathering system used in connection with operation of an oil and gas leasehold estate upon the North Half of the Southeast Quarter of Section 11, Township 25 North, Range 1 East, Kay County, Oklahoma, as well as for the purpose of products transmission from a tank battery upon the said South Half of said Quarter Section.

TO HAVE AND TO HOLD the said easement unto the said Wunderlich Development Company, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee, which, by the acceptance hereof, covenants and agrees with the grantor that the pipe line shall be buried not less than 36 inches below the surface.

WITNESS our hands this 16th day of February, 1959.

Joseph C. Steichen
Joseph C. Steichen

Ruth H. Steichen
Ruth H. Steichen

STATE OF OKLAHOMA)

COUNTY OF KAY)

SS.

Before me, a Notary Public in and for said county and state, on this 16th day of February, 1959, personally appeared Joseph C. Steichen and Ruth H. Steichen, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deeds, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written.



My commission expires:

Aug. 15, 1961

Jessie Gladman
Notary Public

RECORDED
INDEXED
FEB 21 1959
SECURITY ABSTRACT COMPANY
1000 WEST HURON

Recorded AUG 19 1974 at 8:20 Station A 14

Reception 13278 Norma Lee Cook, Kay County Clerk
Patty L. Ballagh, Dep. (Seal)

FORM 428 (REV. 12-63)

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Joseph Cleo 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 806 feet
East of the SW/corner of the S/2 SE/4 of Section 11-T25N-R1E; thence N 44° 30' E
for a distance of 556 feet; thence N 60° 02' E for a distance of 1.647 feet to a
point 1,186 feet North of the SE/corner of said S/2 SE/4 of Section 11.

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~~⁴⁸ 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.

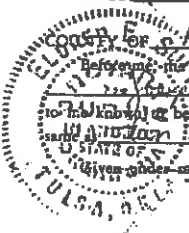
This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 8th day of August, 1974

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

BOOK 038 PAGE 254

STATE OF Oklahoma }
 } SS.

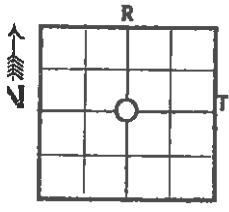


Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 8th day of August, 1974 personally appeared Clara Steichen and Ruth Helen Steichen, Hebebrand and wife to be known as the identical person 3 who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

Eldred E. Smith
Notary Public

RECORDING DATA



Entered _____ Indexed

Negotiated by J. D. Knecht _____ Rods _____

Line N-7 _____ J. O. 563-40-10 _____ R/W# _____

137

RETURN TO:

- Ceja Corporation
4400 One Williams Ctr.
Tulsa, Okla. 74172

900
PCL

8137

PIPELINE EASEMENT AND AGREEMENT

14106 8137
RECORDED

This Agreement made and entered into this 1st day of July, 1983, by and between Joseph C. Steichen and Ruth Helen Steichen (hereinafter jointly referred to as "Steichen") and Ceja Corporation, an Oklahoma corporation (hereinafter referred to as "Ceja").

STATE OF OKLAHOMA

WHEREAS, Steichen is the fee simple owner of the following described real estate situated in Kay County, Oklahoma, to wit:

'83 SEP 9 AM 11 49

South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Eleven (11) and East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Fourteen (14), all in Township Twenty-Five (25) North, Range One (1) East

PROPERTY CLERK
MARLEE COOK
DEPUTY
W. Weatherman

(hereinafter referred to as "the subject property"), and

WHEREAS, Ceja is the operator under an oil and gas lease covering the subject property as well as other leases in the vicinity of the subject property, and

WHEREAS, Ceja desires to lay, utilize and maintain a pipeline across the subject property for the transportation of water produced from on and off the subject property in order to dispose of such water into a disposal well on other property, and

WHEREAS, Steichen does not desire to permit such transportation facilities unless certain precautionary measures and assurances are received from Ceja, it is

NOW, THEREFORE, upon the mutual consideration and covenants hereinafter contained and subject to the conditions hereinafter set forth, agreed by and between the parties hereto as follows:

1. Grant of Easement. Subject to the conditions hereinafter contained and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, Steichen hereby grants, bargains, sells and conveys to Ceja an easement over and across the subject property for constructing, laying, maintaining and removing a pipeline for the purpose of transporting water produced from off and upon the subject property to a salt water disposal well located east of the subject property (Hughes #1 SWD Well). This easement is limited to a width of sixteen (16) feet (pipeline to be located in approximate center of easement) and is to be located at the approximate location shown on attached Exhibit "A"; provided, Steichen must approve the actual location prior to the installation of any pipelines or preparation for such installation. All pipelines located within the easement must be buried below plow depth.

2. Term. This pipeline Easement and Agreement shall be for a term of 20 years from the date hereof with an option for Ceja to renew this Agreement for an additional term of 5 years, the maximum term hereof being 25 years.

3. Precautions, Assurances and Indemnities. Ceja agrees to utilize 3 inch SDR-7 PVC pipe in constructing any pipelines. Furthermore, Ceja agrees to install and maintain a real time alarm system at the disposal well site (Hughes #1 SWD Well) and comply with all rules and regulations of the Oklahoma Corporation Commission. One fresh water sample from the subject property shall be analyzed by a duly qualified laboratory and the results offered to Steichen prior to Ceja's usage of the easement. In the event Steichen's fresh water supply is contaminated as a direct result of Ceja's water disposal operations to the extent it is not suitable for consumption, then Ceja shall indemnify Steichen against any cost for supplying Steichen with fresh potable water sufficient for Steichen's domestic and livestock watering needs either by connecting Steichen with a rural water system or otherwise providing a fresh potable water supply to the Steichen. Ceja shall have the right to take fresh water samples from the subject property every six (6) months.

4. Review of Operations. It is agreed that on each fifth anniversary date of this Agreement, Steichen may review Ceja's operations to determine that they are operating the system in a prudent fashion utilizing current industry standard techniques, materials and equipment upon the subject property. Ceja shall incorporate all reasonable requests of Steichen to update its operations, if needed, or correct any deficiencies.

RETURN TO:

Ceja Corporation
4400 One Williams Ctr.
Tulsa, Okla, 74172

5. Intent of Parties. It is understood that the permission granted Ceja as hereinabove provided is subservient and subordinate to Ceja's protection of the Steichen's fresh water supply and any construction or interpretation of this Agreement, as well as, Ceja's use of the property shall recognize the fact that the paramount consideration of this Agreement is the preservation of the fresh water supply.

6. Limitation to Ceja's Operations. It is understood and agreed that this Agreement shall terminate if Ceja shall by assignment of its leases in the area, or otherwise, cease to operate the disposal system for which the easement herein granted is intended to benefit.

7. Limitation of Disposal Sources. It is understood and agreed that the source of disposal waters transported across the subject property shall be limited to water produced from leases operated by Ceja within two miles from the subject property and not to exceed 300 barrels per day unless prior written consent is obtained from Steichen.

8. Damages Caused by Operations. Ceja agrees to regularly inspect the easement for any pipeline defects or other defects in the system and shall immediately remedy any problems encountered, including the mitigation of further damages during any period of maintenance or repair efforts. Ceja shall promptly pay Steichen for any damages that might result from Ceja's utilization of the easement as herein permitted.

9. Binding Effect. This Agreement is binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

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

CEJA CORPORATION

By Paul G. Rose
Paul G. Rose
Vice President



STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1 day of September, 1983, personally appeared Joseph C. Steichen and Ruth Helen Steichen, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes herein set forth.

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

L. C. Wilson
Notary Public

My Commission Expires:

June 28, 1987

RETURN TO:

Geja Corporation
4400 One Williams Ctr.
Tulsa, Okla, 74172

STATE OF OKLAHOMA)

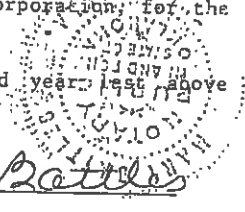
COUNTY OF TULSA)

)
) ss.
)

ACKNOWLEDGEMENT

On this 22nd day of July, 1983, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Paul G. Rose to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

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


Mary Bettles
Notary Public

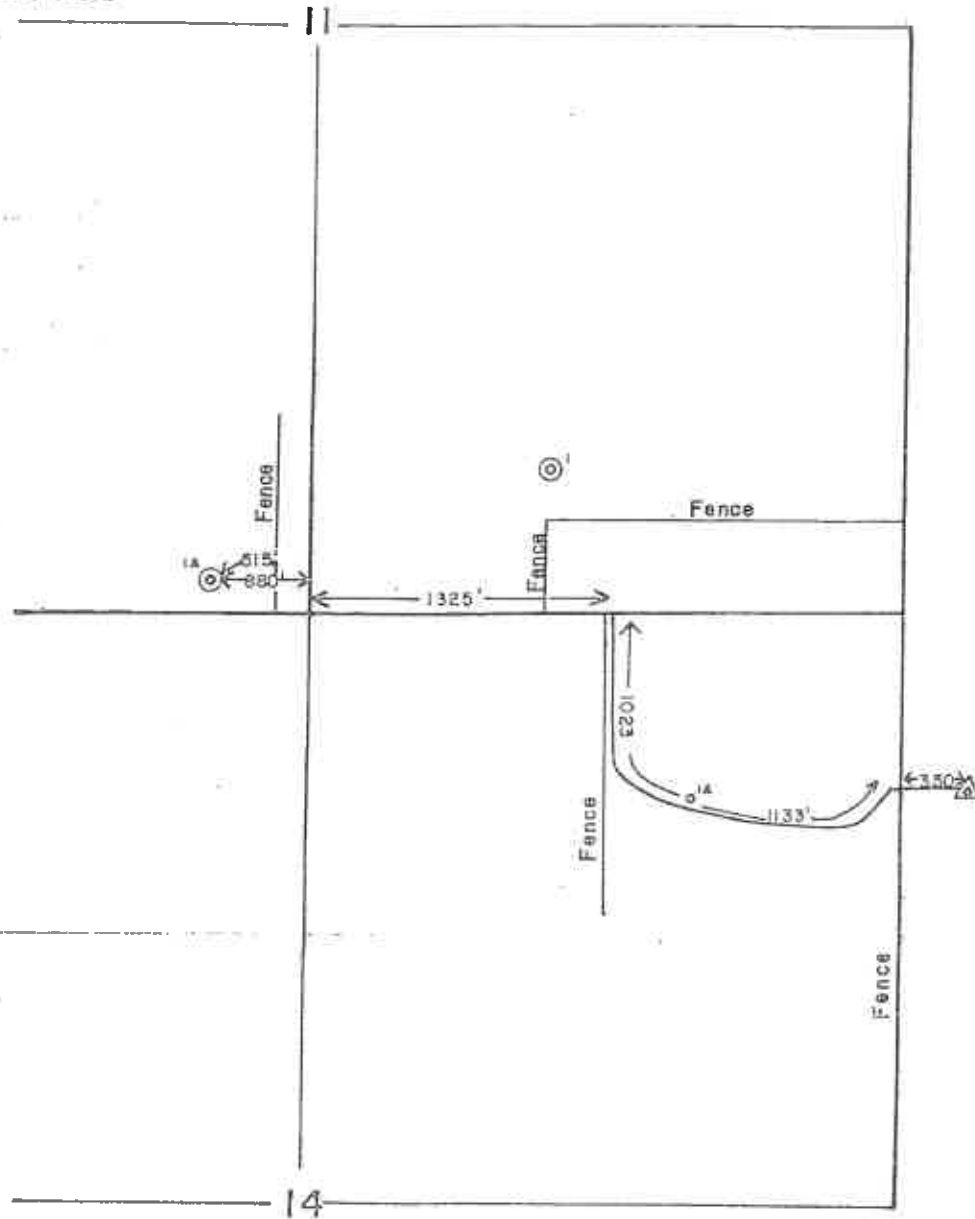
My Commission Expires:

Aug. 7, 1984

RETURN TO:

Caja Corporation
4400 One Williams Ctr.
Tulsa, Okla. 74172

EXHIBIT "A"



Sec's. 11 & 14 - 25N-1E
KAY COUNTY

OSCR 430 PAGE 220

BOOK 246 PAGE 04

Recorded 10:00 O'Clock A.M.
Reception No. 10539 H. EARL EATON, County Clerk

Right of Way Grant - Pipeline

Mabel Siler, Dep. (Seal)

FOR AND IN CONSIDERATION OF Ten & No/100 ***** DOLLARS (\$ 10.00)

to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to
Wunderlich Development Company a corporation, organized under the laws of
the State of Delaware and duly authorized to transact business in the State of Oklahoma
its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for the transportation of oil or
gas, ~~and to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, over, or through~~
the following described lands, to-wit:

A right of way Grant for 12" pipe line running north
and south along east side of NE/4 of SW/4 of

of Section 11, Township 25N, Range 1E in Kay County, State of Oklahoma

with ingress and egress to and from the same. The grantor, their heirs and assigns, to fully use and
enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein, which grantee hereby agrees to
pay any, damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mu-
tually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said
grantor, their heirs or assigns, one by the said grantee its successors or assigns, and the third by the two so appointed,
as aforesaid, and the award of such three persons shall be final and conclusive. ~~AMERICAN PIPE LINE COMPANY~~
also to 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.

TO HAVE AND TO HOLD the said easement unto the said Wunderlich Development Company
its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the
acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the
cultivation of the premises. Pipe to be laid 36" deep.

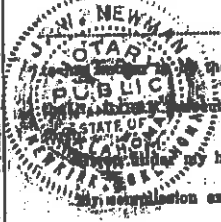
WITNESS Our hand & this 8th day of October A. D., 19 58

Joe C. Steichen
Joe C. Steichen
Mrs. Joe C. Steichen
Mrs. Joe C. Steichen

OKLAHOMA-KANSAS FORM ACKNOWLEDGMENT - (Individual Form)

STATE OF Oklahoma
COUNTY OF Kay

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of
October, 19 58, personally appeared Joe C. Steichen and Mrs. Joe C.
Steichen his wife



the identical person he who executed the within and foregoing instrument and acknowledged to me
that he executed the same as the free and voluntary act and deed for the uses and purposes therein set
forth, and he has acknowledged the same to me in my hand and seal the day and year last above written.
J.W. Newman Notary Public.