I-2015-009420 Book 2138 Pg: 208 08/31/2015 2:22 pm Pg 0208-0209 Fee: \$ 15.00 Doc: \$ 0.00 Becky Thomas - Okmulgee County Clerk State of Oklahoma

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Gill Royalty Company, P.O. Box 697, Okmulgee, OK 74447, hereinafter called the Grantor, and ONEOK GAS TRANSPORTATION, L.L.C., an Oklahoma Limited Liability Company, with its principal offices in Tulsa, Oklahoma, having a mailing address of P.O. Box 22089, Tulsa, Oklahoma 74121-2089. hereafter called Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$10.00 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 pipeline, with fittings, tie-overs, meters, 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 Okmulgee, State of Oklahoma, and more particularly identified and described as follows, to-wit:

NW/4 . Section 28-15N-14E.

See plat attached.



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 twenty five feet of the pipeline of Grantee without the written consent of Grantee.
- 2. That said Grantee hereby covenants to bury its pipeline 36-inches below the 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 pipelines 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 pipeline.
- 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 pipeline. If not mutually agreed upon, the parties may agree to have the damages 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 right-of-way 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 $\int \sqrt[2]{T}$, day of August 2015.

Jet Ofill, President

STATE OF	OK	}
COUNTY OF	Olimulgee	} § }

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

My Commission Expires: ______

My Commission Number:

JIM HOLCOMB

SEAL

Notary Public
State of Oklahoma

Commission # 02005443 Expires 05/08/19

TIONAL LAND RECORDS AT

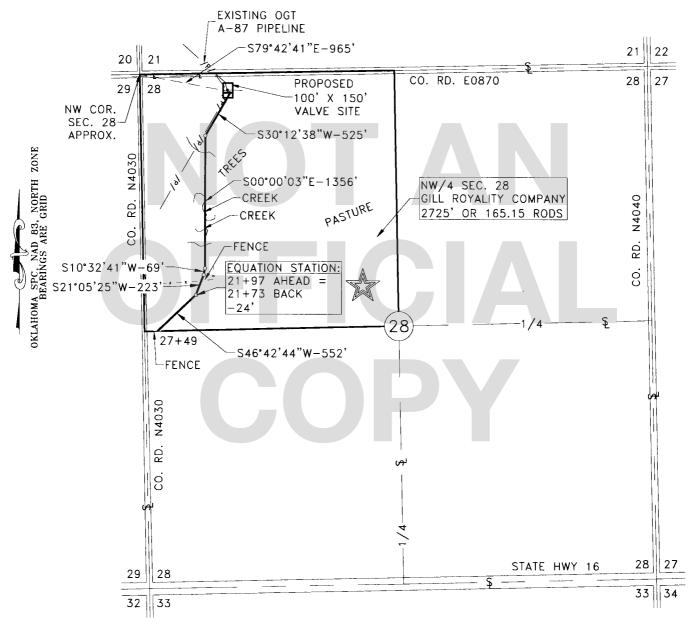
Negotiated by ______

Rods 165-15

This agreement replaces Right-of-Way Agreement recorded in Book 2076 at Page 494.

I-2015-009420 Book 2138 Pg: 209 08/31/2015 2:22 pm Pg 0208-0209 Doc: \$ 15.00 \$ 0.00 Fee: Becky Thomas - Okmulgee County Clerk State of Oklahoma





STATIONING

			14+77	EDGE OF WATER
0+00	BP: (BEGIN PIPELINE)	RELOCATION	14+90	TOP OF BANK
5+25			16+33	TOP OF BANK
6+68	TOP OF HIGH BANK		16+40	EDGE OF WATER
6+97	TOP OF LOW BANK		16+45	C/L OF CREEK
	EDGE OF WATER		16+49	EDGE OF WATER
7+05	C/L OF CREEK		16+65	TOP OF BANK
7+08			18+81	P.I. < 10°32'44" RT.
	TOP OF BANK		19+50	
	TOP OF BANK		20+16	FENCE, 4 WIRE BW
11+46	EDGE OF WATER		21+73	P.I. < 25°37'19' RT.
11+52	C/L OF CREEK			EQUATION STATION:
11+60	EDGE OF WATER			21+97 AHEAD =
13+03	TOP OF BANK			21+73 BACK
13+06	EDGE OF WATER			-24'
13+11	C/L OF CREEK		27+49	FENCE, 4 WIRE BW, APPROX.
13+17	EDGE OF WATER			PROPERTY LINE, APPROX. 1/4
13+47	TOP OF LOW BANK			SECTION LINE
13+94	TOP OF HIGH BANK			
14+69	TOP OF BANK		LE(GEND-
14+72	EDGE OF WATER			Ownor
14+74	C/L OF CREEK		XISTING PIPELINE -/F	UNEO
	TIETI APP		VERHEAD POWER - F	TRANS

ONEOK GAS TRANSPORTATION, L.L.C.

8-14-2015 DATE

NOTE:
This plat represents a proposed pipeline and does not represent a true boundary survey. The footages and ties shown are from lines of occupation, not from actual property corners. All landowner information, property lines and descriptions are shown bosed on information provided by others.

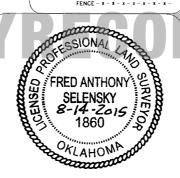




EXHIBIT "A" PRELIMINARY
A-87 TWIN HILLS RELOCATION

SECTION 28, T 15 N - R 14 E, I.M., OKMULGEE COUNTY, OKLAHOMA

	DRAW	N BY	: SBF	DATE:	5/16/13	CHK'	D: BJU	
	GATEWAY NO.: 13-0477-00				1 R 3	SCALE:	1"=1000'	
	G.G.S. NO.: REV. DWN. DESC			AFE: 045.144.5321.010038				
				CRIPTION		DATE		
	3	RLG	REROUTE		•		8/13/15	
Ι	2	SBF	REROUTE				7/2/13 /	