

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions\*)**

\* The recorded documents include over 1,000 pages of exhibits, most of which are intentionally omitted here because they refer only to property in states and/or counties other than Payne County, OK or in Sections other than Sec. 8-T19N-R4E.

*Preliminary title insurance schedules prepared by:*

**Oklahoma Closing & Title Services, Inc.**

**(Dated August 10, 2020)**

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**Surface rights with respect to approx. 80(±) acres of land,  
being the E/2 of the NW/4 of Sec. 8-T19N-R4E  
in Payne County, Oklahoma**

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*For September 30, 2020 auction to be conducted by:*

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

*On behalf of:*

**Mary Ann Wannamaker**

American Eagle Title Insurance Company

**SCHEDULE A**

1. Commitment Date: August 10, 2020 at 07:00 AM
2. Policy to be issued:
  - (a) ALTA Owner Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Mary Ann Wannamaker
5. The Land is described as follows:  
The East Half (E/2) of the Northwest Quarter (NW/4) of Section Eight (8), Township Nineteen (19) North, Range Four (4) East of the Indian Meridian, in Payne County, State of Oklahoma.

**American Eagle Title Insurance Company**

By:   
**Oklahoma Closing & Title Services, Inc., Angela J.  
 Whitehead #87109**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## American Eagle Title Insurance Company

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents.
7. Furnish an appropriate Underwriters form of Borrower/Seller Affidavit signed and acknowledged by both the Buyers and the Sellers and initialed in all required places.
8. Secure an accurate plat of survey by a registered land surveyor showing all easements, fences, setback lines, and encroachments, if any.
9. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer or borrower (if refinance) of said property to insure nothing adverse has been filed of record.
10. Obtain final abstracting or a final title report for issuance of policy.
11. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Owner's marital status must be stated and all spouses of owner's, if any, must join in the conveyance
12. Properly executed Mortgage showing current marital status of Mortgagor and joined by spouse, if any.

**SCHEDULE B, PART II  
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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**SCHEDULE B**  
(Continued)

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. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
8. Ad-Valorem taxes for 2020 and subsequent years, the amount of which is not ascertainable, due or payable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Statutory road rights of way along the Section lines.
11. Easements, if any, created or evidenced by Conveyance in favor of Keystone Gas Corporation recorded on January 31, 2007 in Book 1688 at Page 657, located at page 105 of the abstract.
12. Easements, if any, created or evidenced by Conveyance in favor of ScissorTail Energy LLC recorded on January 31, 2007 in Book 1688 at Page 728, located at page 112 of the abstract.
13. Easements, if any, created or evidenced by Conveyance in favor of DCP Midstrem, LP filed January 31, 2007 in Book 1688 Page 768 appearing at page 119 of abstract.
14. Easements, if any, created or evidenced in favor of YARHOLA PIPELINE COMPANY recorded January 4, 1917 in Book 14 Misc. at Page 56, appearing at page 76 of abstract. Assigned to Koch Pipelines, Inc. filed June 21, 1993 in Book 1013 Page 612 appearing at Page 242 of abstract.
15. Easements, if any, created or evidenced in Conveyance, Assignment and Bill of Sale in favor of EOTT ENERGY PIPELINE LIMITED PARTNERSHIP recorded June 8, 2000 in Book 1259 at Page 01, appearing at page 75 of

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AMERICAN  
LAND TITLE  
ASSOCIATION



**SCHEDULE B**  
(Continued)

abstract.

16. Easements, if any, created or evidenced by Assignment in favor of Osage Pipe Line Company, LLC filed November 10, 2004 in Book 1536 Page 350 appearing at Page 248 of abstract.

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**COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**AMERICAN EAGLE TITLE INSURANCE 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, [American Eagle Title Insurance Company](#), a(n) **Oklahoma** 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 Policy Amount 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.

**AMERICAN EAGLE TITLE INSURANCE COMPANY**

Eric R. Offen, President

Lisa Burn, Secretary



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by [American Eagle Title Insurance Company](#). This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature 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 shall not be liable for any other amendment to this Commitment.

**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;

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- (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

#### 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.

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

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Linda

RECORDED IN THE OFFICE OF THE PAYNE COUNTY CLERK  
PAYNE COUNTY, OKLAHOMA.

FILED: January 31, 2007 at 10:00 A.M.

RECORDED: BOOK: 1688  
PAGE: 0657

1688 0657

I-2007-001509 01/31/2007 10:00 am  
Book 1688 Page(s) 0657-0727  
Fee: \$ 153.00 Doc: \$ 0.00  
Sherril Schaeffer - Payne County Clerk  
State of Oklahoma



QUIT CLAIM CONVEYANCE AND ASSIGNMENT AND DISCLAIMER OF  
INTEREST

THIS QUIT CLAIM CONVEYANCE AND ASSIGNMENT AND DISCLAIMER OF INTEREST ("Assignment") is made and entered into this 31<sup>st</sup> day of January 2007 by ScissorTail Energy, LLC, 1307 S. Boulder, Suite 200, Tulsa, Oklahoma 74119 ("STE") and DCP Midstream, LP (formerly known as Duke Energy Field Services, LP which was formerly known as Duke Energy Field Services Assets, LLC), 6120 S. Yale, Suite 1100, Tulsa, Oklahoma 74136 ("DCPM") (with STE and DCPM hereinafter referred to as "Assignor"), in favor of and for the benefit of Keystone Gas Corporation, 5540 South Lewis, Tulsa, Oklahoma 74105 ("Keystooc" or "Assignee") and its successors and assigns.

WHEREAS, on or about June 1, 2000, December 1, 2002, February 1, 2003 and December 31, 2003, Keystone purchased from DCPM various pipelines and related personal property, rights, assets and easements.

WHEREAS, on or about December 28, 2000, Keystone purchased from STE various pipelines and related personal property, rights, assets and easements.

WHEREAS, on or about May 1, 2003, STE purchased from DCPM various pipelines and related personal property, rights, assets and easements.

WHEREAS, disputes have arisen regarding the ownership of the various pipelines, rights of way, easements and other assets which Keystone and STE purchased from DCPM, and which Keystone purchased from STE.

WHEREAS, the parties desire to clarify and confirm various assets Keystone acquired from DCPM and STE pursuant to the above referenced purchases.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby, grant, assign, convey, deliver and disclaim and quit claim to Assignee all of Assignor's ownership rights, titles and interests and all of Assignor's operating rights it may have as of the date hereof in (i) the pipelines identified as owned and operated by Keystone as set forth in the maps attached hereto as Exhibits 1-1 through 1-6 (collectively the "Maps") (together with any related equipment or facilities connected to such pipelines), (ii) any pipelines located within the areas outlined on the Maps but not identified on the Maps as belonging to either Assignor (together with any related equipment or facilities connected to such pipelines) and (iii) the easements and rights of way upon or under which the pipelines and related equipment and facilities which are the subject of items (i) and (ii) are located (except for the easements and rights of way identified on Exhibit 2, attached hereto), including without limitation, the easements and rights of way identified on

21 1688 0657

1688 0658

Exhibit 3 attached hereto (collectively the "Properties"). For the avoidance of doubt, the Properties do not include the pipelines identified on the Maps as owned and operated either by STE or DCPM (or any equipment or facilities related to such STE or DCPM pipelines) and the easements and rights of way upon or under which such pipelines and related equipment and facilities are located.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ASSIGNOR CONVEYS AND QUITCLAIMS ITS OWNERSHIP INTERESTS AND OPERATING RIGHTS IN THE PROPERTIES, AND ASSIGNEE ACCEPTS SAME, ON AN "AS IS AND WHERE IS" BASIS, WITH ALL DEFECTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES AS TO TITLE, THE CONDITION OR STATE OF REPAIR OF THE PROPERTIES, OF THEIR QUALITY, OF THEIR MERCHANTABILITY, OR THEIR SUITABILITY OR FITNESS FOR ANY USE OR PURPOSE.

From time to time, and without further consideration, Assignor agrees to execute and deliver to Assignee such additional documents as Assignee may reasonably request in order to more effectively convey and quitclaim to Assignee the Properties intended to be conveyed hereunder.

This Assignment is made and entered into pursuant to that certain Mutual Release and Settlement Agreement dated December 27, 2006 among STE, DCPM and Keystone (the "Settlement Agreement"). In the event there is any difference, dispute or disagreement concerning the meaning or purpose or intent of the parties under this Assignment, the Settlement Agreement shall control over this Assignment. The provisions of the Settlement Agreement are not merged into this Assignment, and this Assignment shall not alter or amend in any manner the Settlement Agreement.

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

This Assignment and the rights and duties of Assignor and Assignee arising out of same, shall be governed by and construed under the laws of the State of Oklahoma, as the same may be amended from time to time, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

All Exhibits referenced in this Assignment are incorporated herein for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the official real property records of the county in which the Properties are located.

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts all of which are identical, except that, to facilitate recordation, there are omitted from certain counterparts those Exhibits, and those property descriptions in other Exhibits, for Properties located in recording jurisdictions other than the jurisdiction in which the

Linda

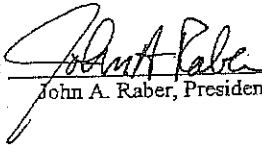
1688 0659

particular counterpart is to be recorded. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Quit Claim Conveyance and Assignment and Disclaimer of Interest as of the date first above written.

ASSIGNOR

SCISSORTAIL ENERGY, LLC

By:   
John A. Raber, President

DCP MIDSTREAM, LP

By:   
William D. Gifford, Vice President

ASSIGNEE

KEYSTONE GAS CORPORATION

By:   
R.A. Sellers III, President

1688 0660

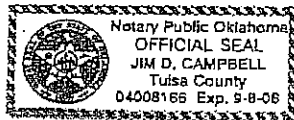
ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of January, 2007, personally appeared John A. Raber, known to me to be the President of ScissorTail Energy, LLC and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he/she executed the same for and on behalf of ScissorTail Energy, LLC, as its duly and validly authorized representative and as his/her free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



*[Signature]*  
Notary Public in and for Tulsa County, OK  
My Commission expires: 09-08-08  
My Commission Number: 04008166

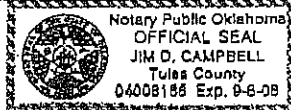
ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of January, 2007, personally appeared William D. Gifford, known to me to be the Vice President of DCP Midstream, LP and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he/she executed the same for and on behalf of DCP Midstream, LP, as its duly and validly authorized representative and as his/her free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



*[Signature]*  
Notary Public in and for Tulsa County  
My Commission expires: 09-08-08  
My Commission Number: 04008166

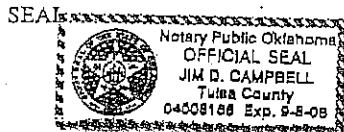
1688 0661

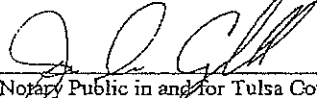
ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of January, 2007, personally appeared R.A. Sellers III, known to me to be the President of Keystone Gas Corporation and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he executed the same for and on behalf of Keystone Gas Corporation, as its duly and validly authorized representative and as his free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

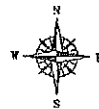


  
Notary Public in and for Tulsa County, OK  
My Commission expires: 9-8-08  
My Commission Number: 04008168

# EXHIBIT "1-2 PAYNE"

The facility and pipeline locations depicted in this drawing identify only the general proximity of such facilities and pipelines and may not identify the specific location.

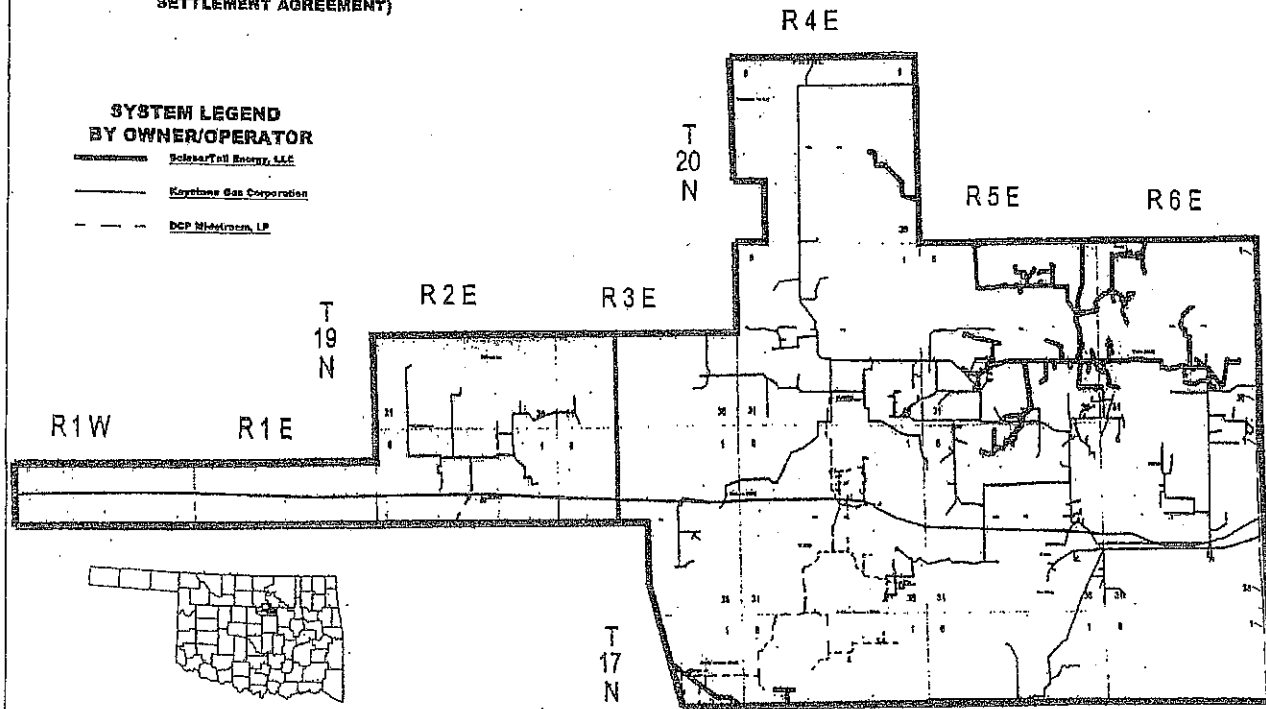
PAYNE COUNTY, OK



☐ "MAP"  
(PARAGRAPHS 2 AND 3 OF  
SETTLEMENT AGREEMENT)

### SYSTEM LEGEND BY OWNER/OPERATOR

- Schlager/Toll Energy, LLC
- Kayibee Gas Corporation
- - - DCP Midstream, LP



1688 0663

Covering entire Section

(J.D.C.)

EXHIBIT "1-2 PAYNE"

1688 0675

PARAGRAPHS 2 AND 3 OF THE SETTLEMENT AGREEMENT

COUNTY	TWN	RNG	SEC
PAYNE	19N	3E	26
PAYNE	19N	3E	27
PAYNE	19N	3E	28
PAYNE	19N	3E	29
PAYNE	19N	3E	30
PAYNE	19N	3E	31
PAYNE	19N	3E	32
PAYNE	19N	3E	33
PAYNE	19N	3E	34
PAYNE	19N	3E	35
PAYNE	19N	3E	36
PAYNE	19N	4E	1
PAYNE	19N	4E	2
PAYNE	19N	4E	3
PAYNE	19N	4E	4
PAYNE	19N	4E	5
PAYNE	19N	4E	6
PAYNE	19N	4E	7
PAYNE	19N	4E	8
PAYNE	19N	4E	9
PAYNE	19N	4E	10
PAYNE	19N	4E	11
PAYNE	19N	4E	12
PAYNE	19N	4E	13

ABSTRACTER'S NOTE: TOGETHER WITH OTHER LANDS NOT COVERED BY THIS ABSTRACT.

Linda

**RECORDED IN THE OFFICE OF THE PAYNE COUNTY CLERK  
PAYNE COUNTY, OKLAHOMA.**

**FILED:** January 31, 2007 at 10:01 A.M.

**RECORDED: BOOK: 1688  
PAGE: 0728**

1688 0728



I-2007-001510 01/31/2007 10:01 am  
Book 1688 Page(s) 0728-0767  
Fee: \$ 91.00 Doc: \$ 0.00  
Sherri Schieffer - Payne County Clerk  
State of Oklahoma

**QUIT CLAIM CONVEYANCE AND ASSIGNMENT AND DISCLAIMER OF  
INTEREST**

THIS QUIT CLAIM CONVEYANCE AND ASSIGNMENT AND DISCLAIMER OF INTEREST ("Assignment") is made and entered into this 24<sup>th</sup> day of January 2007 by Keystone Gas Corporation, 5540 South Lewis, Tulsa, Oklahoma 74105 ("Keystone") and DCP Midstream, LP (formerly known as Duke Energy Field Services, LP which was formerly known as Duke Energy Field Services Assets, LLC), 6120 S. Yale, Suite 1100, Tulsa, Oklahoma 74136 ("DCPM") (with Keystone and DCPM hereinafter referred to as "Assignor"), in favor and for the benefit of ScissorTail Energy, LLC, 1307 S. Boulder, Suite 200, Tulsa, Oklahoma 74119 ("STE" or "Assignee") and its successors and assigns.

WHEREAS, on or about June 1, 2000, December 1, 2002, February 1, 2003 and December 31, 2003, Keystone purchased from DCPM various pipelines and related personal property, rights, assets and easements.

WHEREAS, on or about December 28, 2000, Keystone purchased from STE various pipelines and related personal property, rights, assets and easements.

WHEREAS, on or about May 1, 2003, STE purchased from DCPM various pipelines and related personal property, rights, assets and easements.

WHEREAS, disputes have arisen regarding the ownership of the various pipelines, rights of way, easements and other assets which Keystone and STE purchased from DCPM, and which Keystone purchased from STE.

WHEREAS, the parties desire to clarify and confirm various assets STE owns following the above referenced purchases.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby, grant, assign, convey, deliver and disclaim and quit claim to Assignee all of Assignor's ownership rights, titles and interests and all of Assignor's operating rights it may have as of the date hereof in (i) the pipelines identified as owned and operated by STE as set forth in the maps attached hereto as Exhibits 1-1 through 1-5 (collectively the "Maps") (together with any related equipment or facilities connected to such pipelines) and (ii) the easements and rights of way upon or under which the pipelines and related equipment and facilities which are the subject of item (i) are located (except for the easements and rights of way identified on Exhibit 2, attached hereto), including without limitation, the easements and rights of way identified on Exhibit 3 attached hereto (collectively the "Properties").

20 25



1688 0729

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ASSIGNOR CONVEYS AND QUITCLAIMS ITS OWNERSHIP INTERESTS AND OPERATING RIGHTS IN THE PROPERTIES, AND ASSIGNEE ACCEPTS SAME, ON AN "AS IS AND WHERE IS" BASIS, WITH ALL DEFECTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES AS TO TITLE, THE CONDITION OR STATE OF REPAIR OF THE PROPERTIES, OF THEIR QUALITY, OF THEIR MERCHANTABILITY, OR THEIR SUITABILITY OR FITNESS FOR ANY USE OR PURPOSE.

From time to time, and without further consideration, Assignor agrees to execute and deliver to Assignee such additional documents as Assignee may reasonably request in order to more effectively convey and quitclaim to Assignee the Properties intended to be conveyed hereunder.

This Assignment is made and entered into pursuant to that certain Mutual Release and Settlement Agreement dated December 27, 2006 among STE, DCPM and Keystone (the "Settlement Agreement"). In the event there is any difference, dispute or disagreement concerning the meaning or purpose or intent of the parties under this Assignment, the Settlement Agreement shall control over this Assignment. The provisions of the Settlement Agreement are not merged into this Assignment, and this Assignment shall not alter or amend in any manner the Settlement Agreement.

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

This Assignment and the rights and duties of Assignor and Assignee arising out of same, shall be governed by and construed under the laws of the State of Oklahoma, as the same may be amended from time to time, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

All Exhibits referenced in this Assignment are incorporated herein for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the official real property records of the county in which the Properties are located.

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts all of which are identical, except that, to facilitate recordation, there are omitted from certain counterparts those Exhibits, and those property descriptions in other Exhibits, for Properties located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

Linda

1688 0730

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Quit Claim Conveyance and Assignment and Disclaimer of Interest as of the date first above written.

ASSIGNOR

KEYSTONE GAS CORPORATION

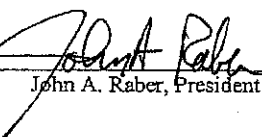
By:   
R.A. Sellers, III, President

DCP MIDSTREAM, LP

By:   
William D. Gifford, Vice President

ASSIGNEE

SCISSORTAIL ENERGY, LLC

By:   
John A. Raber, President

Linda

1688 0731

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24<sup>th</sup> day of January, 2007, personally appeared R.A. Sellers III, known to me to be the President of Keystone Gas Corporation and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he executed the same for and on behalf of Keystone Gas Corporation, as its duly and validly authorized representative and as his free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



Letha Stout  
Notary Public in and for Tulsa County, OK  
My Commission expires: 1-4-09  
My Commission Number: 01000181

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24<sup>th</sup> day of January, 2007, personally appeared William D. Gifford, known to me to be the Vice President of DCP Midstream, LP and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he/she executed the same for and on behalf of DCP Midstream, LP, as its duly and validly authorized representative and as his/her free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



Letha Stout  
Notary Public in and for Tulsa Co., OK  
My Commission expires: 1-4-09  
My Commission Number: 01000181

Linda

1688 0732

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ~~24th~~ day of January, 2007, personally appeared John A. Raber, known to me to be the President of ScissorTail Energy, LLC and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he/she executed the same for and on behalf of ScissorTail Energy, LLC, as its duly and validly authorized representative and as his/her free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



Letha Stout  
Notary Public in and for Tulsa County, OK  
My Commission expires: 1-4-09  
My Commission Number: 01000181

# EXHIBIT "1-2 PAYNE"

The facility and pipeline locations depicted in this drawing identify only the general proximity of such facilities and pipelines and may not identify the specific location.

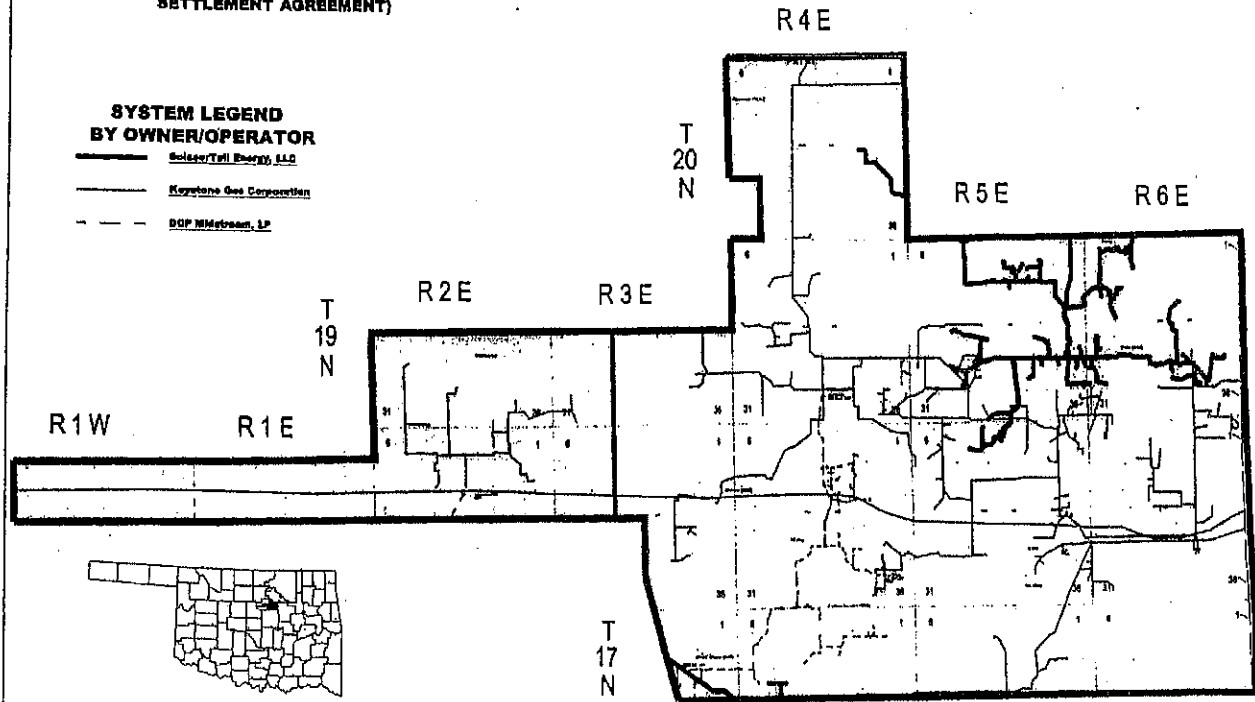
PAYNE COUNTY, OK



☐ "MAP"  
(PARAGRAPHS 2 AND 3 OF  
SETTLEMENT AGREEMENT)

### SYSTEM LEGEND BY OWNER/OPERATOR

- Scisco/Till Energy, LLC
- Keystone Gas Corporation
- - - DGP Midstream, LP



1688 0734

*Covering entire Section (J.D.C.)*  
**EXHIBIT "1-2 PAYNE"**  
**PARAGRAPHS 2 AND 3 OF THE SETTLEMENT AGREEMENT**

COUNTY	TWN	RNG	SEC
PAYNE	19N	3E	26
PAYNE	19N	3E	27
PAYNE	19N	3E	28
PAYNE	19N	3E	29
PAYNE	19N	3E	30
PAYNE	19N	3E	31
PAYNE	19N	3E	32
PAYNE	19N	3E	33
PAYNE	19N	3E	34
PAYNE	19N	3E	35
PAYNE	19N	3E	36
PAYNE	19N	4E	1
PAYNE	19N	4E	2
PAYNE	19N	4E	3
PAYNE	19N	4E	4
PAYNE	19N	4E	5
PAYNE	19N	4E	6
PAYNE	19N	4E	7
PAYNE	19N	4E	8
PAYNE	19N	4E	9
PAYNE	19N	4E	10
PAYNE	19N	4E	11
PAYNE	19N	4E	12
PAYNE	19N	4E	13

1688 0746

**ABSTRACTER'S NOTE: TOGETHER WITH OTHER LANDS NOT COVERED BY THIS ABSTRACT.**

RECORDED IN THE OFFICE OF THE PAYNE COUNTY CLERK  
PAYNE COUNTY, OKLAHOMA.

FILED: January 31, 2007 at 10:01 A.M.

RECORDED: BOOK: 1688  
PAGE: 0768



1688 0768

1-2007-001511 01/31/2007 10:01 am  
Book 1688 Page(s) 0768-0792  
Fee: \$ 61.00 Doc: \$ 0.00  
Sherri Schieffer - Payne County Clerk  
State of Oklahoma

QUIT CLAIM CONVEYANCE AND ASSIGNMENT AND DISCLAIMER OF  
INTEREST

THIS QUIT CLAIM CONVEYANCE AND ASSIGNMENT AND DISCLAIMER OF INTEREST ("Assignment") is made and entered into this 24<sup>th</sup> day of January 2007 by Keystone Gas Corporation, 5540 South Lewis, Tulsa, Oklahoma 74105 ("Keystone") and ScissorTail Energy, LLC, 1307 S. Boulder, Suite 200, Tulsa, Oklahoma 74119 ("STE") (with Keystone and STE hereinafter referred to as "Assignor") in favor of and for the benefit of DCP Midstream, LP (formerly known as Duke Energy Field Services, LP which was formerly known as Duke Energy Field Services Assets, LLC), 6120 S. Yale, Suite 1100, Tulsa, Oklahoma 74136 ("DCPM" or "Assignee") and its successors and assigns.

WHEREAS, on or about June 1, 2000, December 1, 2002, February 1, 2003 and December 31, 2003, Keystone purchased from DCPM various pipelines and related personal property, rights, assets and easements.

WHEREAS, on or about December 28, 2000, Keystone purchased from STE various pipelines and related personal property, rights, assets and easements.

WHEREAS, on or about May 1, 2003, STE purchased from DCPM various pipelines and related personal property, rights, assets and easements.

WHEREAS, disputes have arisen regarding the ownership of the various pipelines, rights of way, easements and other assets which Keystone and STE purchased from DCPM, and which Keystone purchased from STE.

WHEREAS, the parties desire to clarify and confirm various assets DCPM owns following the above referenced purchases.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby, grant, assign, convey, deliver and disclaim and quit claim to Assignee all of Assignor's ownership rights, titles and interests and all of Assignor's operating rights it may have as of the date hereof in (i) the pipelines identified as owned and operated by DCPM as set forth in the maps attached hereto as Exhibits 1-1 through 1-2 (collectively the "Maps") (together with any related equipment or facilities connected to such pipelines) and (ii) the easements and rights of way upon or under which the pipelines and related equipment and facilities which are the subject of item (i) are located (collectively, the "Properties").

1688 0769

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ASSIGNOR CONVEYS AND QUITCLAIMS ITS OWNERSHIP INTERESTS AND OPERATING RIGHTS IN THE PROPERTIES, AND ASSIGNEE ACCEPTS SAME, ON AN "AS IS AND WHERE IS" BASIS, WITH ALL DEFECTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES AS TO TITLE, THE CONDITION OR STATE OF REPAIR OF THE PROPERTIES, OF THEIR QUALITY, OF THEIR MERCHANTABILITY, OR THEIR SUITABILITY OR FITNESS FOR ANY USE OR PURPOSE.

From time to time, and without further consideration, Assignor agrees to execute and deliver to Assignee such additional documents as Assignee may reasonably request in order to more effectively convey and quitclaim to Assignee the Properties intended to be conveyed hereunder.

This Assignment is made and entered into pursuant to that certain Mutual Release and Settlement Agreement dated December 27, 2006 among STE, DCPM and Keystone (the "Settlement Agreement"). In the event there is any difference, dispute or disagreement concerning the meaning or purpose or intent of the parties under this Assignment, the Settlement Agreement shall control over this Assignment. The provisions of the Settlement Agreement are not merged into this Assignment, and this Assignment shall not alter or amend in any manner the Settlement Agreement.

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

This Assignment and the rights and duties of Assignor and Assignee arising out of same, shall be governed by and construed under the laws of the State of Oklahoma, as the same may be amended from time to time, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

All Exhibits referenced in this Assignment are incorporated herein for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the official real property records of the county in which the Properties are located.

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts all of which are identical, except that, to facilitate recordation, there are omitted from certain counterparts those Exhibits, and those property descriptions in other Exhibits, for Properties located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.



Linda

1668 0770

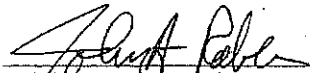
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Quit Claim Conveyance and Assignment and Disclaimer of Interest as of the date first above written.

**ASSIGNOR**

**KEYSTONE GAS CORPORATION**

By:   
R.A. Sellers III, President

**SCISSORTAIL ENERGY, LLC**

By:   
John A. Raber, President

**ASSIGNEE**

**DCP MIDSTREAM, LP**

By:   
William D. Gifford, Vice President

1588 0771

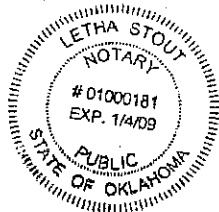
ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24<sup>th</sup> day of January, 2007, personally appeared R. A. Sellers, III, known to me to be the President of Keystone Gas Corporation and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he executed the same for and on behalf of Keystone Gas Corporation, as its duly and validly authorized representative and as his free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



Letha Stout  
Notary Public in and for Tulsa County, OK  
My Commission expires: 1-4-09  
My Commission Number: 01000181

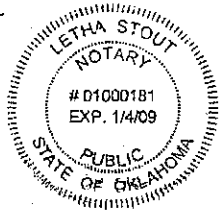
ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24<sup>th</sup> day of January, 2007, personally appeared John A. Raber, known to me to be the President of ScissorTail Energy, LLC and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he/she executed the same for and on behalf of ScissorTail Energy, LLC, as its duly and validly authorized representative and as his/her free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



Letha Stout  
Notary Public in and for Tulsa County, OK  
My Commission expires: 1-4-09  
My Commission Number: 01000181

Linda

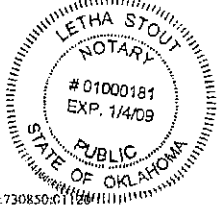
1688 0772

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ~~21st~~ day of January, 2007, personally appeared William D. Gifford, known to me to be the Vice President of DCP Midstream, LP and the identical person who executed the above Quit Claim Conveyance and Assignment and Disclaimer of Interest, and acknowledged to me that he/she executed the same for and on behalf of DCP Midstream, LP, as its duly and validly authorized representative and as his/her free and voluntary act and deed for the uses and purposes therein set forth with full power and authority so to act.

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

SEAL



694926.1.730850.C1124

*Letha Stout*  
Notary Public in and for Tulsa Co., OK  
My Commission expires: 1-4-09  
My Commission Number: 01 000181

# EXHIBIT "1-2 PAYNE"




The facility and pipeline locations depicted in this drawing identify only the general proximity of such facilities and pipelines and may not identify the specific location.

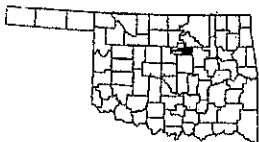
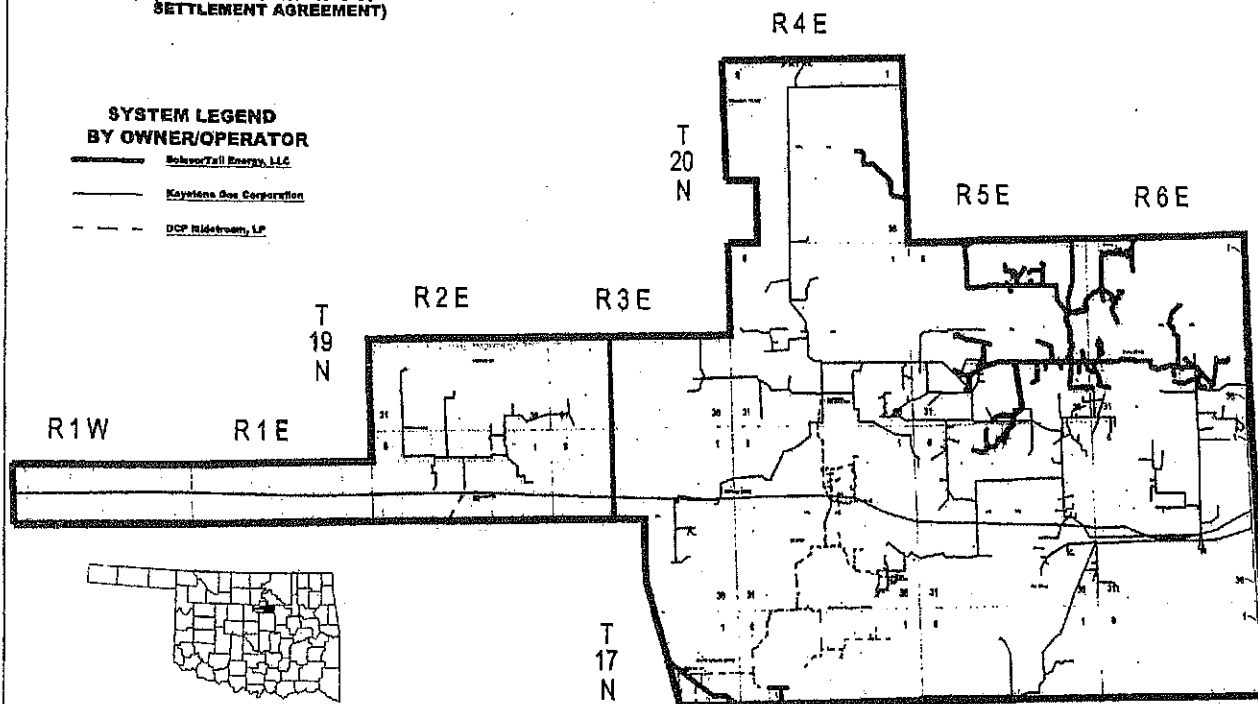
PAYNE COUNTY, OK



 "MAP" (PARAGRAPHS 2 AND 3 OF SETTLEMENT AGREEMENT)

### SYSTEM LEGEND BY OWNER/OPERATOR

-  SolvayTail Energy, LLC
-  Kaystena Gas Corporation
-  DCP Midstream, LP



1689 0774

Covering entire section  
(J.D.L.)

EXHIBIT "1-2 PAYNE"  
PARAGRAPHS 2 AND 3 OF THE SETTLEMENT AGREEMENT

COUNTY	TWN	RNG	SEC
PAYNE	19N	3E	26
PAYNE	19N	3E	27
PAYNE	19N	3E	28
PAYNE	19N	3E	29
PAYNE	19N	3E	30
PAYNE	19N	3E	31
PAYNE	19N	3E	32
PAYNE	19N	3E	33
PAYNE	19N	3E	34
PAYNE	19N	3E	35
PAYNE	19N	3E	36
PAYNE	19N	4E	1
PAYNE	19N	4E	2
PAYNE	19N	4E	3
PAYNE	19N	4E	4
PAYNE	19N	4E	5
PAYNE	19N	4E	6
PAYNE	19N	4E	7
PAYNE	19N	4E	8
PAYNE	19N	4E	9
PAYNE	19N	4E	10
PAYNE	19N	4E	11
PAYNE	19N	4E	12
PAYNE	19N	4E	13

1688 0786

ABSTRACTER'S NOTE: TOGETHER WITH OTHER LANDS NOT COVERED BY THIS ABSTRACT.

County Commissioners.  
Payne County.

State of Oklahoma, County of Payne, SS:

this instrument was filed for record on the 4 day of Jan. A.D. 1917, at 8:02 o'clock A. M., and duly recorded in Book 14 of Misc. at page 56.

to  
Yarhola Pipe Line Co.

Seal.

W. T. Keys, County Clerk.  
By M. L. Edwards, Deputy.

O R D E R

Now, on this 25th day of July, 1916, the Board of County Commissioners of Payne County, Oklahoma having convened in special session, after a regular call, pursuant to law, and it appearing that the following members of said Board were present, to-wit: Geo. W. Lewis, A. S. Winget, H. E. Overholt.

And it appearing that said meeting has been in all things lawfully convened, and there coming on for hearing the application of the Yarhola Pipe Line Company, praying for authority to use certain highways and public places of Payne County for the purpose of laying pipe lines, and erecting a line or lines of poles and telephone and telegraph wires thereon, and said application having been duly considered and it appearing that the same ought to be granted.

NOW THEREFORE, IT IS ORDERED, CONSIDERED AND ADJUDGED, that said Yarhola Pipe Line Company, its successors and assigns, are granted authority to use the highways, and public places of the County of Payne, State of Oklahoma, and to lay on, through, over, under and across the said highways and public places in said County, pipes and pipe lines for the transportation of oil, petroleum and <sup>of its products, gas, water, refined oil and other substances</sup> or any thereof, with the right to construct, reconstruct, replace, renew, maintain, repair, operate, change the size of, and remove said pipes and pipe lines.

There is also granted the said Yarhola Pipe Line Company, its successors or assigns, the right to erect and maintain upon, through, under, over and across said highways, and public places of the County of Payne, State of Oklahoma, a line or lines of poles, and telephone and telegraph wires thereon, and also the right to lay adjacent to and parallel with the first pipe line or lines, other pipe lines; and said grantee, its successors and assigns, is granted the right of ingress and egress to and from said lines or any of them, for the purposes of construction, inspection, repairing, renewing, operating, changing the size of, or removing the same, together with the right of removal of such in whole or in part; said grantee, its successors or assigns to select the route of such lines. Provided, that all pipe laid under this authority shall be buried to a proper depth and not to interfere with the ordinary use for public purposes of the premises herein referred to.

Done, by the Board of County Commissioners of Payne County, Oklahoma, this 25th day of July, 1916.

(Seal)

G. W. Lewis, Chairman of the Board.

ATTEST:

W. T. Keys, County Clerk,  
Ex-Officio Secy.

State of Oklahoma, County of Payne, SS:

I, W. T. Keys, a County Clerk within and for said County and State, do hereby certify that the within and foregoing instrument is a true and correct and full and complete copy of an Order authorizing the use of highways, bridges and public places by Yarhola Pipe Line Company, as the same now appears of record and on file in my office, said order bearing date of the 25 day of July 1916.

Witness my hand and seal this 25 day of July 1916.

(Seal)

W. T. Keys, County Clerk.

PLEASE RETURN TO: KOCH INDUSTRIES, INC.  
P.O. BOX 2256  
WICHITA, KS 67201-2256  
ATTN: R/W DEPT.

JUN 21 10 53 AM '93

BOOK PAGE  
1013 0612

PAYNE COUNTY  
SHERIFF SCHEFFER  
ASSIGNMENT  
COUNTY CLERK



006505  
STATE OF OKLAHOMA )  
COUNTY OF PAYNE )

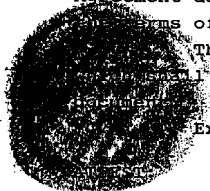
For valuable consideration received, Shell Pipe Line Corporation ("Grantor"), to the extent that Grantor has the right to do so, hereby transfers and assigns without warranty of title or assignability unto Koch Pipelines, Inc. ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the contractual rights ("Rights"), easements, rights of way, licenses, permits or consents for pipelines and appurtenant facilities ("Grants") in lands located in Payne County, Oklahoma, which Rights and Grants are identified in Exhibit "A" attached hereto and made a part hereof.

For the same consideration, Grantee agrees to be bound by all the terms, conditions and covenants of each of the Rights and Grants herein assigned, and Grantee agrees to hold harmless Grantor from any and all claims for injuries and damages to persons or property arising out of the exercise of the rights herein granted.

This instrument is subject to a Purchase and Sale Agreement dated June 4, 1992, and subsequent written agreements, the terms of which shall survive this instrument.

This assignment may be signed in counterparts, each of which shall be deemed an original and part of one and the same instrument.

Executed this 1st day of October, 1992.

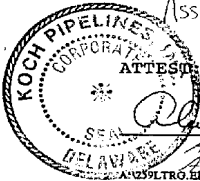


SHELL PIPE LINE CORPORATION

By Robert C. McMahan  
Robert C. McMahan  
President EFP

KOCH PIPELINES, INC. QDA

By Bill Coffey  
Bill Coffey  
President 1609



Alan D. Hallack  
Assistant Secretary

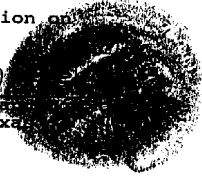
Alan D. Hallack  
Alan D. Hallack  
Asst. Secretary



STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the 1ST  
day of October, 1992, by Robert C. McWhan,  
President for Shell Pipe Line Corporation on  
behalf of said corporation.

Casmer J. M.  
Notary Public in and for  
Harris County, Texas



My Commission expires: July 1, 1995

STATE OF Kansas )  
COUNTY OF Sedgewick )

This instrument was acknowledged before me on the 30<sup>th</sup>  
day of September, 1992, by Bill Coffey,  
President for Koch Pipelines, Inc. on behalf of  
said company.

Karla M. Dalton  
Notary Public in and for  
Sedgewick County, Kansas

My Commission expires: 7/13/96





BOOK PAGE  
1013 0614

EXHIBIT "A"

PAYNE COUNTY, OKLAHOMA

EASEMENTS - RIGHT OF WAY GRANTS -

LICENSES - PERMITS - ORDERS - FRANCHISES

<u>R/W NO.</u>	<u>GRANTOR</u>	<u>DATE</u>	<u>RECORDING BOOK</u>	<u>DATA PAGE</u>
9.01	Roxana Pet. Co. of Okla.	10/16/16	14	62
10	Roxana Pet. Co. of Okla.	7/10/16	14	63
11	The Carter Oil Co. Empire Pipeline Co.	9/21/16 9/09/47	14 87	55 197
11.01	Payne Co. Commissioners Franchise	7/25/16	14	56

AFFIDAVIT

STATE OF OKLAHOMA §

COUNTY OF PAYNE §

Philip D. Wright, of lawful age, being first duly sworn, deposes and says the following:

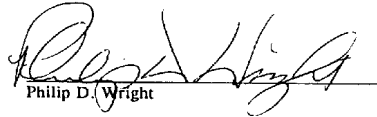
I am the Right of Way Manager for Koch Pipelines, Inc., (hereinafter referred to as Koch) a Delaware corporation, P.O. Box 2256, Wichita, Kansas, 67201,

Whereas, on or about October 1, 1992, Shell Pipe Line Company, (hereinafter referred to as Shell), did execute an Assignment transferring certain easements unto Koch, a copy of which is attached hereto as Exhibit "A".

Whereas, said Assignment failed to describe the property affected thereby with sufficient specificity so as to comply with the requirements of Oklahoma law.

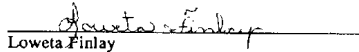
Now, let it be known that the Exhibit "B" attached hereto and made a part hereof contains all of the easements identified on said Exhibit "A" and, further, that said Exhibit "B" also contains the description of all real property affected by each easement listed therein.

Further affiant saith not.

  
Philip D. Wright

Subscribed and sworn to before me this 21st day of May, 1993.



  
Loweta Finlay  
Notary Public, State of Kansas

My commission expires:

1/31/96



"EXHIBIT B" to Assignment,  
SHELL PIPELINE CORPORATION to KOCH PIPELINES, INC.,

1013 0616

<u>INSTR.</u>	<u>DATE</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>DESCRIPTION</u>	<u>COUNTY &amp; STATE</u>	<u>RECORDED</u>
R/W	10-16-16	Roxana Petroleum Company	Yathola Pipe Line Company	S/2 SE/4 S10-T17N-R5E	Payne Co. OK	BK 14 PG 62
R/W	7-10-16	Roxana Petroleum Company	Yathola Pipe Line Company	W/2 NE/4 S15-T17N-R5E	Payne Co. OK	BK 14 PG 63
R/W	9-21-16	Carter Oil Company	Yathola Pipe Line Company	SE/4 S15-T17N-R5E	Payne Co. OK	BK 14 PG 55
R/W	7-25-16	Payne County Commissioners Franchise	Yathola Pipe Line Company		Payne Co. OK	BK 14 PG 56
R/W	9-9-47	Empire Pipeline Company	Shell Pipeline Corporation	NW/4 of the SE/4 S15-T17N-R5E	Payne Co. OK	BK 87 PG 197

Page 1



1259 0001

Recording Requested by and  
When Recorded Return to:

STATE: OKLAHOMA

COUNTY: PAYNE

EOTT Energy Pipeline Limited Partnership  
C/O Annette Vogel  
P.O. Box 4666  
Houston, Texas 77210-4666



**CONVEYANCE, ASSIGNMENT AND BILL OF SALE**  
**Koch Pipeline Company, L.P.**  
to  
**EOTT Energy Pipeline Limited Partnership**

DOC NUMBER 00-6155  
Book 1259  
Page(s) 1 to 1207  
Time 08:24AM  
Fee \$2420.00  
06-08-2000  
Sherri Schieffer  
Payne County Clerk  
RECORDED AND FILED

This Conveyance, Assignment and Bill of Sale ("*Assignment*"), dated effective for all purposes as of 12:01 a.m. Central Standard Time on December 1, 1998 (the "*Effective Time*"), is made and entered into by and between KOCH PIPELINE COMPANY, L.P. a Delaware limited partnership whose address is 4111 E. 37th Street North, Wichita, Kansas 67220 ("*Koch Pipeline*"), and EOTT ENERGY PIPELINE LIMITED PARTNERSHIP, a Delaware limited partnership whose address is 1330 Post Oak Boulevard, Suite 2700, Houston, Texas 77056 ("*Assignee*").

**RECITALS**

Koch Pipeline, Koch Oil Company, a division of Koch Industries, Inc., a Kansas corporation ("*Koch Oil*"), EOTT Energy Partners, L.P., a Delaware limited partnership ("*EOTT*"), and EOTT Energy Operating Limited Partnership, a Delaware limited partnership, are parties to that certain Purchase and Sale Agreement dated September 21, 1998 (the "*Purchase and Sale Agreement*"), pursuant to which Koch Pipeline agreed to sell, assign, convey and transfer to EOTT or its designee, and EOTT or such designee agreed to purchase from Koch Pipeline, certain properties and assets described below as the "*Koch Pipeline Property*."

EOTT has assigned to Assignee its right to purchase and acquire the Koch Pipeline Property from Koch Pipeline pursuant to the Purchase and Sale Agreement.

Accordingly, Koch Pipeline and Assignee desire to enter into this Assignment for the purpose of effecting the grant, sale, transfer, conveyance and assignment by Koch Pipeline to Assignee of the Koch Pipeline Property.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the amounts paid by or on behalf of Assignee to Koch Pipeline under the Purchase and Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which Koch Pipeline hereby acknowledges, Koch Pipeline has granted, sold, transferred, bargained, conveyed, and assigned, and does hereby grant,

sell, transfer, bargain, convey, and assign, to Assignee, effective for all purposes as of the Effective Time, the following properties and assets (such properties and assets being hereinafter called the "*Koch Pipeline Property*"), whether real, personal or mixed, known or unknown (including any rights to occupy real property, whether by adverse possession, prescriptive rights or otherwise), all of which are owned or held for use by Koch Pipeline and/or its affiliates primarily in connection with, (i) the ownership and operation by Koch Oil and its affiliates of the Koch Oil Property (as such term is defined in the Purchase and Sale Agreement) or the conduct by Koch Oil of the Koch Oil Operations (as such term is defined in the Purchase and Sale Agreement) or (ii) the ownership and operation by Koch Pipeline of those certain crude oil pipeline systems (the "*Pipeline Systems*") described in detail in the narrative descriptions contained in Part I of Exhibit A and the maps depicted on Part II of Exhibit A, including the following:

(i) The property held in fee by Koch Pipeline and described on Part III of Exhibit A (collectively, the "*Koch Pipeline Fee Acreage*");

(ii) The station site leases and other leases (the "*Koch Pipeline Leases*") more particularly described on Part IV of Exhibit A;

(iii) Any and all fixtures, appurtenances and improvements to real property that are located on the Koch Pipeline Fee Acreage, the Koch Pipeline Leases or the Koch Pipeline Easements and which are used or held for use by Koch Pipeline and/or its Affiliates primarily in connection with the maintenance, ownership, and operation of the Koch Oil Operations and/or the Pipeline Systems, including, but not limited to, any buildings, pipelines, structures, storage facilities, loading terminals, pumping facilities and tanks, but excluding the fixtures and appurtenances of others located on such real property (collectively, the "*Koch Pipeline Improvements*");

(iv) Subject to the reservation of rights set forth below, the easements, rights-of-way, servitudes, property use agreements and real property licenses (including right-of-way permits from railroads and road crossing or other right-of-way permits from governmental entities), more particularly described on Part V of Exhibit A (the "*Koch Pipeline Easements*"). The Koch Pipeline Fee Acreage, Koch Pipeline Leases, Koch Pipeline Improvements and Koch Pipeline Easements are sometimes referred to collectively herein as the "*Koch Pipeline Real Property*" and shall include any and all rights, privileges, benefits, powers, tenements, hereditaments and appurtenances conferred upon the owner and holder of such real property interests;

(v) To the extent same do not constitute Koch Pipeline Improvements, any and all fittings, meters, cathodic protection ground beds, anodes, rectifiers, transformers, other cathodic or electric protection devices, machinery, equipment (including spill response equipment), pumps, engines, compressors, pipes, pipelines, valves, connections, regulators, gates, telecommunication facilities and equipment, lines, wires, radios, spare parts, office equipment, computer hardware, vehicles, furniture, supplies, chemicals, tools and all other tangible personal property (other than tangible personal property held under lease by Koch Pipeline) (A) presently located on the Koch Pipeline Real Property and/or the Koch Pipeline Real Property, but excluding the assets of others located at such locations, or (B) wherever

located, in each case if such tangible personal property is used or held for use by Koch Pipeline and/or its affiliates primarily in connection with the ownership and operation of the Pipeline Systems, including the tangible personal property described on Part VI of Exhibit A (the "*Koch Pipeline Tangible Personal Property*");

(vi) Custody of, and any ownership interest of Koch Pipeline in and to, any line fill, crude oil, condensate or tank heels located, as of the Effective Time, in the Pipeline Systems or any other facilities comprising a part of the Koch Pipeline Property or the Koch Oil Property, excepting overages or shortages attributable to the period prior to the date hereof, as more particularly provided for in Section 10.09 of the Purchase and Sale Agreement;

(vii) Any and all contracts, agreements and other legally binding rights and obligations of Koch Pipeline that are used or held for use primarily in connection with the ownership and operation of the Pipeline Systems, including any leases involving tangible personal property and the agreements described in Part VII of Exhibit A, but excluding those contracts and agreements constituting Koch Pipeline Leases and Koch Pipeline Easements (the "*Koch Pipeline Contracts*");

(viii) The intellectual property rights and related computer software described on Part VIII of Exhibit A;

(ix) Any and all permits, licenses, certificates, authorizations, registrations, orders, waivers, variances and approvals granted by any governmental entity to Koch Pipeline or its predecessors in interest, in each case to the extent same are assignable and are used or held for use primarily in connection with the Koch Oil Operations or the ownership and operation of the Pipeline Systems (as distinct from general corporate and other similar authorizations not specific to the Koch Oil Operations or the ownership and operation of the Pipeline Systems, such as qualifications to transact business) (the "*Koch Pipeline Permits*"); and

(x) Such records and documents relating to the ownership, condition or operation of the Koch Pipeline Property as Koch Pipeline and Assignee may determine pursuant to Section 2.04 of the Purchase and Sale Agreement to be a part of the Koch Pipeline Property (the "*Koch Pipeline Records*"); it being agreed, however, that Koch Pipeline shall be entitled to retain a copy of any Koch Pipeline Records and that the Koch Pipeline Records shall not include any records or documents that are (A) proprietary in nature, (B) covered by the attorney-client privilege or work product doctrine or (C) not readily severable from Koch Pipeline's general records.

SAVE AND EXCEPT (i) the specific assets and properties of Koch Pipeline or its affiliates identified on Exhibit B, (ii) except for the right to use generic names generally associated with specific assets, any intellectual property rights of Koch Pipeline or its affiliates consisting of logos, emblems, signs, trademarks, trade names or service marks, (iii) all cash, securities, cash equivalents and accounts receivable of Koch Pipeline that relate to the ownership and operation of the Koch Pipeline Property prior to the Effective Time, (iv) all funds held in suspense accounts by Koch

Pipeline, and any and all liability with respect to such suspended funds, and (v) (A) any assets held under any "employee benefit plan" (as defined in section 3(3) of ERISA) and any compensation or benefit arrangement, practice, program or policy ("arrangement") currently or heretofore maintained by Koch Oil or one of its affiliates, (B) any liabilities in respect of, or obligations under, any such employee benefit plan or arrangement and (C) any contract or obligation requiring the maintenance of or contribution to any such employee benefit plan or arrangement. In addition, with respect to the Koch Pipeline Easements, if any, marked with an asterisk (\*) on Part V of Exhibit A (the "Shared Easements"), Koch Pipeline hereby reserves and does not assign to Assignee hereunder that portion of its right, title and interest in and to the Shared Easements that is necessary to permit Koch Pipeline to continue to own and operate the pipelines described on the map attached hereto as a part of Exhibit B, together with any related rights under such Shared Easement that afford Koch Pipeline the right to install, maintain and operate one or more additional pipelines in, on or under the portion of the property covered by such Shared Easement wherein such excluded pipelines are located.

TO HAVE AND TO HOLD the Koch Pipeline Property, subject to the terms, exceptions and other provisions herein stated and to the Permitted Encumbrances (as defined below), together with all and singular the rights and appurtenances thereunto and in anywise belonging unto Assignee, its successors and assigns, forever; and Koch Pipeline does hereby bind itself, and its successors and assigns, to warrant and forever defend title to the Koch Pipeline Property, as follows:

(a) in the case of the Koch Pipeline Tangible Personal Property and all other personal property interests constituting a part of the Koch Pipeline Property (other than the Koch Pipeline Contracts), Koch Pipeline shall warrant and forever defend title thereto, subject only to the Permitted Encumbrances, unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof;

(b) with respect to the Koch Pipeline Contracts, the Koch Pipeline Real Property and all other real property interests comprising a part of the Koch Pipeline Property, Koch Pipeline shall warrant and forever defend title thereto, subject only to the Permitted Encumbrances, unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Koch Pipeline, but not otherwise;

provided, however, that such title warranties of Koch Pipeline hereunder shall be subject in all respects to the terms and provisions of Section 7.05 and 9.05(c) of the Purchase and Sale Agreement. As used herein, the term "Permitted Encumbrances" shall mean:

(i) All federal, state or local laws, rules, orders, ordinances or regulations that govern or apply to the ownership, operation or transfer of such property;

(ii) Any lien for taxes that are not yet due and payable;

(iii) Materialmen's, mechanic's, repairmen's, employees', contractors', tax and other similar liens or charges arising in the ordinary course of business for obligations that are not delinquent or that will be paid and discharged in the ordinary course of business or, if delinquent, that are being contested in good faith by appropriate action;

(iv) Preferential rights to purchase and required third-party consents to assignments and similar agreements with respect to which waivers or consents are obtained from the appropriate parties; and

(v) All rights reserved to or vested in any governmental, statutory or public authority to control or regulate any of the real property interests constituting a part of the Koch Pipeline Property.

This Assignment is made with full substitution and subrogation of Assignee, to the extent assignable, in and to all covenants and warranties with respect to the Koch Pipeline Property given by the predecessors in title of Koch Pipeline, and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action or warranty against all former owners of the Koch Pipeline Property.

Effective as of the Effective Time, in consideration of the conveyances made by Koch Pipeline hereunder and subject to the terms of the Purchase and Sale Agreement, Assignee agrees to be bound by the terms, conditions, and covenants of the Koch Pipeline Contracts, Koch Pipeline Easements and Koch Pipeline Leases.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Koch Pipeline Property without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business) that, if not satisfied, would result in a breach thereof by Koch Pipeline or would give an outside party the right to terminate Koch Pipeline's or Assignee's rights with respect to such Koch Pipeline Property (any such prohibition or condition being herein called a "Restriction"), then notwithstanding anything herein to the contrary, the transfer of title to, or interest in, such portion of the Koch Pipeline Property through this Assignment shall not become effective unless and until such Restriction is satisfied or waived by the parties hereto, or becomes otherwise inoperable or unenforceable. When and if such Restriction is so satisfied, waived or removed, the assignment of such portion of the Koch Pipeline Property as may be subject thereto shall become effective automatically as of the Effective Time, without further action on the part of Koch Pipeline or Assignee, respectively. If any such Restriction is not satisfied, waived or removed within twenty-one years after the death of the last to die of all descendants of Joseph P. Kennedy, father of the late John F. Kennedy, former president of the United States, who are living on the date this Assignment is executed, the transfer to Assignee of the applicable portion of the Koch Pipeline Property affected by such Restriction shall be null and void.

Koch Pipeline and Assignee agree to execute, acknowledge and deliver to each other such additional instruments, notices and documents, and to do all such other and further acts and things, as may be reasonably necessary or useful to more fully and effectively evidence and effect the conveyance, assignment and transfer and delivery by Koch Pipeline to Assignee of the Koch Pipeline Property conveyed hereunder or intended to be so conveyed.

This Assignment shall bind and inure to the benefit of Koch Pipeline and Assignee and their respective successors and assigns. This Assignment shall be governed by and interpreted in



accordance with the laws of the State of Texas without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Koch Pipeline Property is located, shall apply. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of the counties in which the Koch Pipeline Property is located. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Separate assignments of certain parts of the Koch Pipeline Property may be executed on officially approved forms by Koch Pipeline to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. In addition, to facilitate recording or filing of this Assignment in the appropriate real property records, the counterpart to be recorded in a specific county may contain only those portions of the Exhibits that describe real property located in such county. Any such separate assignments or counterpart shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment or counterpart. The interests conveyed by such separate assignments or counterpart are the same, and not in addition to, the Koch Pipeline Property conveyed herein. An executed counterpart of this Assignment containing a complete set of exhibits that describe all of the Koch Pipeline Property located in the State of Oklahoma will be recorded in the applicable public records of Payne County.

The assignments and conveyances made hereunder are subject to the terms and provisions of the Purchase and Sale Agreement. In particular, the Koch Pipeline Easements (except to the extent same relate to gathering lines from a production facility or in-station lines located within a plant facility) are subject to the right of Koch Pipeline (and its successors and assigns) to request the assignment of certain non-exclusive telecommunication rights from Assignee (and its successors and assigns), as detailed in Section 10.13 of the Purchase and Sale Agreement. The provisions of the Purchase and Sale Agreement shall survive the execution, delivery, and acceptance of this Assignment to the extent provided for in Section 9.05 of the Purchase and Sale Agreement and in the other provisions of the Purchase and Sale Agreement.

[The remainder of this page has intentionally been left blank]

1259 0007

**EXECUTED** effective for all purposes as of the Effective Time.

**KOCH PIPELINE:**

**KOCH PIPELINE COMPANY, L.P.**

By: KPL/GP, Inc. General Partner

By: 

Allen E. Olson  
Vice President

**ASSIGNEE:**

**EOTT ENERGY PIPELINE LIMITED PARTNERSHIP**

By: EOTT Energy Corp.,  
General Partner

By: 

Mary Ellen Coomb  
Vice President

THE STATE OF KANSAS §  
  §  
COUNTY OF SEDGWICK §

BE IT REMEMBERED, that I, Robin L. Bliss, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Kansas, hereby certify that, on this 21<sup>st</sup> day of November, 1998, there appeared before me, Allen E. Olson, as Vice President of KPL/GP, Inc., a Delaware corporation, as General Partner of Koch Pipeline Company, L.P., a Delaware limited partnership, whose address is 4111 E. 37<sup>th</sup> Street North, Wichita, Kansas 67220.

(California)

On this date, before me, the undersigned Notary Public, personally appeared the above named person, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which such person acted, executed the instrument.

(Colorado, Nebraska, North Dakota and Wyoming)

The foregoing instrument was acknowledged before me this date by the above named person, in the above described capacity, on behalf of said corporation, acting as General Partner of said limited partnership.

(Kansas and Oklahoma)

This instrument was acknowledged before me on this date by the above named person as the designated officer, on behalf of said corporation, as General Partner of said limited partnership.

(Montana)

On this day, before me, the undersigned, a Notary Public for the said State, personally appeared the above named person, the designated officer of the said corporation, General Partner of said limited partnership that executed the within instrument, and acknowledged to me that said corporation executed the same on behalf of said limited partnership.

(South Dakota)

On this day, before me, the undersigned Notary Public, personally appeared the above named person, who acknowledged himself to be the designated officer of said corporation, which is the General Partner of said limited partnership, and that he, as such officer, being authorized so to do, executed the foregoing instrument in the capacity and for the purposes therein contained.

(Texas)

This instrument was acknowledged before me on this day by the above named person as the designated officer of said corporation on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Wichita, County of Sedgwick and State of Kansas, this 21<sup>st</sup> day of November, 1998.



*Robin L. Bliss*  
\_\_\_\_\_  
Notary Public in and for the State of Kansas

Robin L. Bliss  
Sedgwick, Kansas

My Commission Expires: April 27, 2002

THE STATE OF TEXAS    §  
                                   §  
 COUNTY OF HARRIS     §

BE IT REMEMBERED, that I, Crystal Lightfield, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas, hereby certify that, on this 17<sup>th</sup> day of November, 1998, there appeared before me, Mary Ellen Coombe, as Vice President of EOTT Energy Corp., a Delaware corporation, as General Partner of EOTT Energy Pipeline Limited Partnership, a Delaware limited partnership, whose address is 1330 Post Oak Boulevard, Suite 2700, Houston, Texas 77056.

(California)

On this date, before me, the undersigned Notary Public, personally appeared the above named person, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which such person acted, executed the instrument.

(Colorado, Nebraska, North Dakota and Wyoming)

The foregoing instrument was acknowledged before me on this date by the above named person, in the above described capacity, on behalf of said corporation, acting as General Partner of said limited partnership.

(Kansas and Oklahoma)

This instrument was acknowledged before me on this date by the above named person as the designated officer, on behalf of said corporation, as General Partner of said limited partnership.

(Montana)

On this day, before me, the undersigned, a Notary Public for the said State, personally appeared the above named person, the designated officer of the said corporation, General Partner of said limited partnership that executed the within instrument, and acknowledged to me that said corporation executed the same on behalf of said limited partnership.

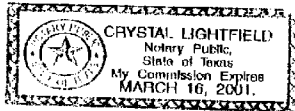
(South Dakota)

On this day, before me, the undersigned Notary Public, personally appeared the above named person, who acknowledged himself to be the designated officer of said corporation, which is the General Partner of said limited partnership, and that he, as such officer, being authorized so to do, executed the foregoing instrument in the capacity and for the purposes therein contained.

(Texas)

This instrument was acknowledged before me on this day, by the above named person as the designated officer, on behalf of said corporation, as General Partner on behalf of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, County of Harris and State of Texas, this 17<sup>th</sup> day of November, 1998.



Crystal Lightfield  
Notary Public in and for the State of Texas

Residing at: Houston, TX

**List Of Exhibits:**

- Exhibit A- Koch Pipeline Property**
  - Part I- Narrative description of Pipeline Systems
  - Part II- Map of Pipeline System
  - Part III- Koch Pipeline Fee Acreage
  - Part IV- Koch Pipeline Leases
  - Part V- Koch Pipeline Easements
  - Part VI- Koch Pipeline Tangible Personal Property
  - Part VII- Certain Koch Pipeline Contracts
  - Part VIII- Certain Intellectual Property Rights and Software
- Exhibit B- Excluded Assets**

**This Document was Prepared By:**

Richard K. McGee  
1001 Fannin, Suite 2300  
Houston, Texas 77002  
(713) 758-2022

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EXHIBIT A - PART I  
 KOCH PIPELINE PROPERTY  
 ATTACHED TO AND MADE A PART OF THAT CERTAIN  
 CONVEYANCE, ASSIGNMENT AND BILL OF SALE  
 BY AND BETWEEN KOCH PIPELINE CO., L.P. AND EOTT ENERGY PIPELINE LIMITED PARTNERSHIP  
 DATED THIS 1<sup>ST</sup> DAY OF DECEMBER, 1998

*All pipe miles and diameters are approximate.*

From Koch Pipeline Co., L.P. to EOTT Energy Pipeline Limited Partnership

- **Package # 1: Alva to Calumet Gathering System**  
 located in Woods, Major, Dewey, Blaine, and Canadian Counties, Oklahoma
  - 62.8 miles of 2" Pipeline
  - 105.7 miles of 3" Pipeline
  - 144.9 miles of 4" Pipeline
  - 66.0 miles of 6" Pipeline
  - 379.3 MILES TOTAL
  
- **Package # 2: Waukomis Gathering System**  
 located in Major, Garfield, and Kingfisher Counties, Oklahoma
  - 47.5 miles of 2" Pipeline
  - 40.8 miles of 3" Pipeline
  - 80.6 miles of 4" Pipeline
  - 14.5 miles of 6" Pipeline
  - 1.9 miles of 8" Pipeline
  - 185.2 MILES TOTAL
  
- **Package # 3: Peek to Orion Gathering System**  
 located in Ellis, Woodward, Dewey, Major, and Custer Counties, Oklahoma
  - 51.1 miles of 2" Pipeline
  - 38.7 miles of 3" Pipeline
  - 99.4 miles of 4" Pipeline
  - 23.6 miles of 6" Pipeline
  - 212.8 MILES TOTAL
  
- **Package # 4: Elk City Gathering System**  
 located in Beckham County, Oklahoma
  - 12.1 miles of 2" Pipeline
  - 11.4 miles of 4" Pipeline
  - 6.5 miles of 6" Pipeline
  - 30.0 MILES TOTAL
  
- **Package # 9: Binger, Mustang, Calumet, Marlow/Knox Mainline and Gathering System**  
 located in Blaine, Canadian, Caddo, Grady, Garvin, Oklahoma, McClain, Stephens, and Carter  
 Counties, Oklahoma
  - 51.2 miles of 2" Pipeline
  - 80.0 miles of 3" Pipeline
  - 229.5 miles of 4" Pipeline
  - 28.0 miles of 5" Pipeline
  - 111.8 miles of 6" Pipeline
  - 3.3 miles of 8" Pipeline
  - 0.3 miles of 16" Pipeline
  - 504.1 MILES TOTAL

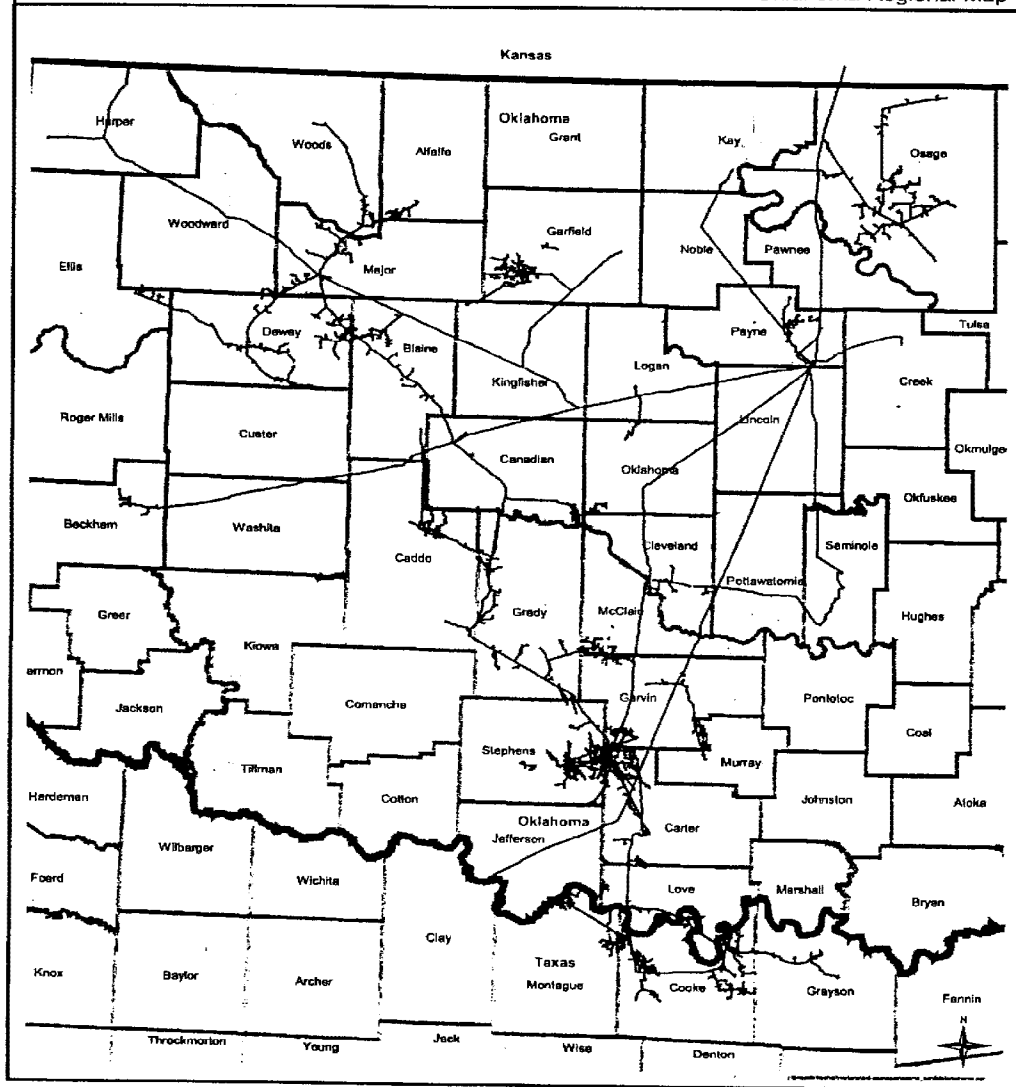


- **Package # 13: Tomahawk & Noble Mainline and Gathering System**  
 located in Cleveland, Seminole, Pottawatomie, and Lincoln Counties, Oklahoma
  - 5.8 miles of 2" Pipeline
  - 22.4 miles of 3" Pipeline
  - 14.0 miles of 4" Pipeline
  - 42.6 miles of 6" Pipeline
  - 11.5 miles of 8" Pipeline
  - 58.0 miles of 10" Pipeline
  - 154.3 MILES TOTAL
  
- **Package # 15: Davis to Antioch Gathering System**  
 located in Garvin and Murray Counties, Oklahoma
  - 1.7 miles of 2" Pipeline
  - 2.1 miles of 3" Pipeline
  - 33.3 miles of 4" Pipeline
  - 1.3 miles of 6" Pipeline
  - 38.4 MILES TOTAL
  
- **Package # 16: Red River to Cushing Mainline**  
 located in Jefferson, Carter, Murray, Garvin, McClain, Cleveland, Pottawatomie, and Lincoln Counties, Oklahoma
  - 164.7 miles of 10" Pipeline
  - 164.7 MILES TOTAL
  
- **Package # 18: Cushing to Hooser Mainline**  
 located in **Payne**, Pawnee, and Osage Counties, Oklahoma; and in Cowley County, Kansas
  - 1.3 miles of 2" Pipeline
  - 0.6 miles of 3" Pipeline
  - 0.3 miles of 4" Pipeline
  - 3.4 miles of 6" Pipeline
  - 17.7 miles of 10" Pipeline
  - 54.9 miles of 12" Pipeline
  - 10.5 miles of 18" Pipeline
  - 74.0 MILES TOTAL
  
- **Package # 19: Cushing to Mannford Mainline**  
 located in **Payne** and Creek Counties, Oklahoma
  - 2.4 miles of 3" Pipeline
  - 24.4 miles of 8" Pipeline
  - 26.8 MILES TOTAL
  
- **Package # 20: Ponca City Mainline and Gathering System**  
 located in **Payne**, Noble, and Kay Counties, Oklahoma
  - 18.9 miles of 2" Pipeline
  - 25.0 miles of 3" Pipeline
  - 61.0 miles of 4" Pipeline
  - 58.9 miles of 6" Pipeline
  - 163.8 MILES TOTAL

PART II OF EXHIBIT A  
ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT  
AND BILL OF SALE BY AND BETWEEN KOCH PIPELINE COMPANY, L.P. AND  
EOTT ENERGY PIPELINE LIMITED PARTNERSHIP DATED  
THIS 1ST DAY OF DECEMBER, 1999

1259 0019

Oklahoma Regional Map



PART III OF EXHIBIT A  
 KOCH PIPELINE PROPERTY  
 ATTACHED TO AND MADE PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE BY AND BETWEEN KOCH PIPELINE CO.,  
 L.P. AND EOTT ENERGY PIPELINE LIMITED PARTNERSHIP DATED THIS 1ST DAY OF DECEMBER, 1988.  
 PAYNE COUNTY, OK

Inst	ID#	25	019N	005E
Fee- OCD	485240000	YALE STATION, PAYNE COUNTY, OKLAHOMA		
		QUIT-CLAIM DEED		
		DATED: 3/20/84		
		Grantor: Phillips Pipe Line Company		
		Grantee: Bow Pipe Line Company		

A portion of that certain tract conveyed to Phillips Petroleum Company by The Texas Company by Warranty Deed dated Jan. 26, 1933 and recorded in Vol. 76, Pg. 612 of the Deed Record of Payne County, Oklahoma, said portion being more particularly described as follows:

Lots 3 and 4 and the South 1/4 of the SE 1/4 of Section 25, T. 19 N., R. 5 E.; Payne County, Oklahoma SAVE AND EXCEPT the following tracts:

- (1) 4 acres conveyed to the City of Yale described as beginning 33 feet north and 33 feet west of the southeast corner of Section 25, T. 19 N., R. 5 E.; thence north 238 feet; thence West 732 feet; thence South 238 feet; thence East 732 feet to the point of beginning, said 4 acres having been conveyed by The Texas Company by deed recorded in Vol. 75, Pg. 85 of the Payne County Deed Records.
- (2) An 18.42 acre tract conveyed by Phillips Petroleum Company to C. R. Logan by Quit Claim Deed dated Nov. 5, 1953 and described as beginning at a point on the east line of Section 25, T. 19 N., R. 5 E., 271 feet north of its southeast corner, being a point in the center line of the county road and 33 feet east of the northeast corner of a 4 acre tract conveyed to the City of Yale; thence West along the north line of said 4 acres and the easterly extension thereof, 765 feet to its northwest corner; thence North parallel with the east line of said Section 25, approximately 1049 feet to the north line of the S/2 of the SE/4 of said Section 25; thence East along said north line a distance of 765 feet to a point in the east line of Section 25; thence South along the east line of Section 25 and center line of the county road approximately 1049 feet to the point of beginning containing 18.42 acres, more or less.

1259 0056

THIS PART V OF EXHIBIT "A" CONTAINS AND CONSISTS OF ALL  
OF THE FOLLOWING:

PAGES	1	THROUGH	2	FOR PACKAGE	16	RED RIVER-CUSHING SYSTEM(MCCAMEY LINE)
PAGES	1	THROUGH	10	FOR PACKAGE	18	CUSHING STATION TO HOOSER STATION SYSTEM
PAGES	1	THROUGH	4	FOR PACKAGE	19	MANFORD-CUSHING SYSTEM (CRUDE)
PAGES	1	THROUGH	17	FOR PACKAGE	20	PONCA CITY 6" SYSTEM
PAGES	1	THROUGH	1	FOR PACKAGE	#	ELK CITY TO CUSHING

**EXHIBIT B**  
**ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND**  
**BILL OF SALE BY AND BETWEEN KOCH PIPELINE COMPANY, L.P. AND EOTT ENERGY**  
**PIPELINE LIMITED PARTNERSHIP DATED THIS**  
**1<sup>st</sup> DAY OF DECEMBER, 1998**

1. All right, title, and interest in and to Koch Oil's two Terminals located in Cushing, Oklahoma, commonly referred to as the "Cushing North Terminal" and the "Cushing South Terminal," as more particularly described on the map attached hereto as Attachment I (this Attachment I is only attached hereto in Payne County and Lincoln County, both in Oklahoma) and all tanks, pipe, pumps, meters, and other property associated with such Cushing Terminals (such pipe includes, but is not limited to, the pipe extending between the Cushing North Terminal and the Cushing South Terminal).
2. All right, title, and interest in and to certain segments of pipeline systems located in Osage County, Oklahoma and Gregg and Rusk Counties, Texas specifically excluded by Assignee pursuant to Sections 2.01(d) and 2.02 of the Purchase and Sale Agreement, as further shown in Attachment II, such Attachment II is attached to and made a part of this Exhibit for all purposes (this Attachment II is only attached hereto in Payne and Osage Counties, Oklahoma, and Gregg, Rusk, and Haskell Counties, Texas).
3. Any and all contracts between Koch Oil and any of its affiliates that are not specifically set forth in Exhibit B Part VII of the Purchase and Sale Agreement.
4. All right, title, and interest in and to Koch Oil's St. James Terminal (St. James, Louisiana), and all tanks, pipe, pumps, meters, and other property associated with the St. James Terminal (such pipe includes, but is not limited to, Koch Oil's pipeline and related facilities that tie in to LOCAP's pipeline near the St. James Terminal, such property also includes, but is not limited to, the Guidry lease site property, and the La Jet Batture, Waguespack Batture and Waguespack/Ergon properties). Koch Oil and EOTT Energy Operating Limited Partnership have entered into a separate access agreement regarding Koch Oil's truck unloading facility at the St. James terminal.
5. All assets and properties of whatever nature relating to Koch Pipeline's and Koch Oil's business and operations in Koch Pipeline's and Koch Oil's "South Texas" Division, which Division includes the following counties in Texas: Reagan, Crockett, Schleicher, Sutton, Edwards, Real, Bandera, Medina, Atacosa, Live Oak, Bee, San Patricio, Aransas, Robertson, Brazos, Grimes, Burlison, Lee, Washington, Fayette, Bastrop, Caldwell, Gonzales, Wilson, Kames, Rufugio, McMullen, Duval, Webb, LaSalle, Frio, Dimmit, Zavala, Jim Wells, Jim Hogg, Brooks, Starr, Hidalgo, Kleberg, Cameron, Willacy, Nueces, Zapata, Calhoun, Victoria, Jackson, Goliad, and Guadalupe.
6. All right, title and interest in and to the office and/or maintenance complexes located in the following-described locations, and all equipment and other property located on such office and/or maintenance complexes:
  - (a.) Shawnee, Oklahoma;
  - (b.) Cleveland, Oklahoma *fee-owned* site (Koch Pipeline's *leased* office/maintenance complex located in Cleveland, Oklahoma is *not* excluded);
  - (c.) Westhope, North Dakota;
  - (d.) Denver, Colorado;
  - (e.) Medford, Oklahoma; and
  - (f.) Houston, Texas.
7. All right, title, and interests in and to the Crouch Station (Lea County, New Mexico), all tanks, pipe, pumps, meters, and other property located thereon, and the approximately 56,000 feet of 6" and 8" pipeline (and associated fixtures and equipment) extending from such station.
8. All assets and properties of whatever nature relating to Koch Oil's trading business/operations or other non-lease-level purchasing business/operations.
9. All assets and properties of whatever nature relating to Koch Pipeline's and Koch Oil's Pipeline Control Center located in Wichita, Kansas, and all real and tangible personal property located at Koch Pipeline's and Koch Oil's office complex in Wichita, KS.

10. All intellectual property rights and computer software other than that described in Sections 2.01(b)(viii) or 2.01(c)(vii) of the Agreement.

11. All right, title, and interest in and to the following stations located in North Dakota and all tanks, pipe, and other property located thereon: Newburg Station (Bottineau County, North Dakota); Glenburn Station (Renville County, North Dakota); and Sherwood Truck Station (Renville County, North Dakota).

12. All assets and properties of whatever nature relating to Koch Oil's lease-level sour crude purchasing business in Montana, North Dakota, and Wyoming, including, but not limited to, the following-described oil purchase, sale, or exchange agreements:

(a.) All Koch Oil oil purchase, sale, or exchange agreements for mineral leases located in Park County, Wyoming;

(b.) All Koch Oil oil purchase, sale, or exchange agreements for mineral leases located in McHenry, McLean, Mountrail, and Ward Counties, North Dakota;

(c.) All Koch Oil oil purchase, sale, or exchange agreements for mineral leases located in Bottineau County, North Dakota;

(d.) All Koch Oil oil purchase, sale, or exchange agreements for mineral leases located in Renville County, North Dakota, except Koch Oil Lease Number 66416;

(e.) The following Koch Oil oil purchase, sale, or exchange agreements for mineral leases located in Burke County, North Dakota: Koch Oil Lease Numbers 44626, 72650, 57414, 65425, and 57394;

(f.) The following Koch Oil oil purchase, sale, or exchange agreement for mineral leases located in Crook County, Wyoming: Koch Oil Lease Number 66638;

(g.) The following Koch Oil oil purchase, sale, or exchange agreements for mineral leases located in Niobrara County, Wyoming: Koch Oil Lease Numbers 62238 and 61850;

(h.) The following Koch Oil oil purchase, sale, or exchange agreements for mineral leases located in Campbell County, Wyoming: Koch Oil Lease Numbers 21868, 54377, 54371, 70662, 54267, 54370, 54372, 54383, 54374, 54375, 54376, 54395, 54378, 54379, 54380, 54402, 54382, 18201, 00161, 54406, 54373, 54385, 54387, 54388, 54397, 54390, 54391, 54392, 54381, 54394, 54396, 54398, 54399, 54389, 61840, 54403, 54405, 54407, 61846, 54409, 61845, 54404, 59271, 54410, 61842, 61843, 54401, 54408, 54386, 54393, 58457, 61844, 62256, 62257, 62258, 64434, 54400, 54384, 70663, 69852, and 70013; and

(i.) The following Koch Oil oil purchase, sale, or exchange agreement for mineral leases located in Natrona County, Wyoming: Koch Oil Lease Number 70038.

13. The following described tractors, trailers, and body tanks based in Koch Pipeline's Dakota Division area:

(a.) Tractors- Unit Nos. 36790, 36792, 36796, 36806

(b.) Trailers- Unit Nos. 35239, 36549, 36551, 35233

(c.) Body Tanks- Unit Nos. 00021, 36657, 36659, 36663

14. All assets relating to the following numbered "bid packages" previously made available to Assignee for review in this transaction:

Package # 3A	Peek Gathering
Package # 5	Orlando Gathering
Package # 6	Crawford Gathering
Package # 7	Piedmont Gathering
Package # 8	Noble Gathering to Mustang
Package # 10	Panther Creek 6"
Package # 11	Mobil 4"
Package # 12	Panova

1259 1203

Package # 13A Tomahawk South  
Package # 17 Thermal Deal # 2 (includes SE KS pipelines)  
Package # 19A Mannford to Tulsa  
Package # 25 Scotts Bluff  
Package # 26 Adena Gathering  
Package # 27 Hoxie Gathering  
Package # 28 Moundridge Gathering  
Package # 30 Tinsley  
Package # 32 Silsbee  
Package # 32A Silsbee North  
Package # 34 Haynesville  
Package # 35 Comroe  
Package # 43 Seagull  
Package # 48 Jack & Wise County  
Package # 80 Cabin Creek

15. All crude oil and condensate inventory in excess of those amounts specifically described in the second introductory paragraph in Schedule 10.08.

16. All inventory of natural gas liquids, related products, and other products and feed stock located at Koch Oil's North Coles Levee Gas Plant in excess of the minimum working inventory requirement of such Gas Plant, such amount being 298 barrels.

17. Koch Pipeline's and Koch Oil's "Handheld Computers" used for the generation of crude oil/condensate run tickets, and associated SAE software, Norand printers, and related supplies.

18. Koch Pipeline's Pipeline Patrol airplanes and associated equipment and property.





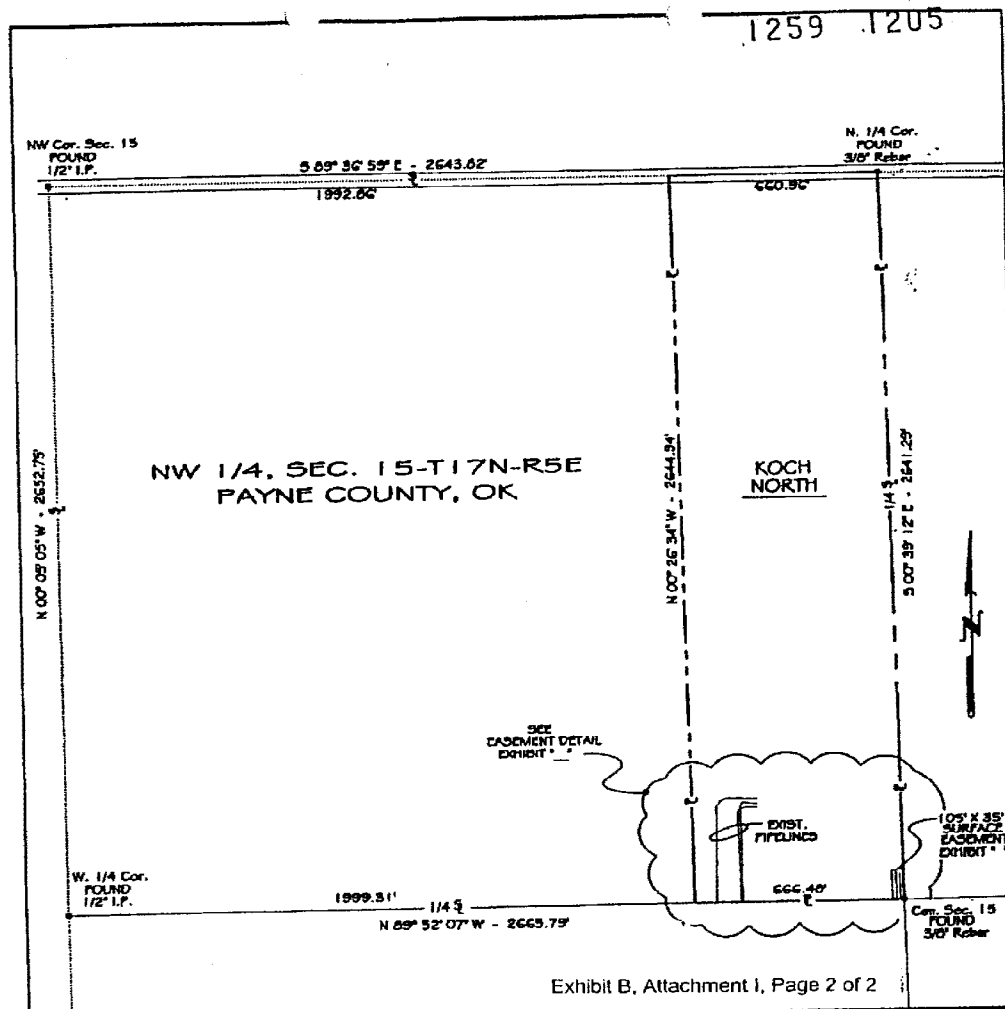


Exhibit B, Attachment I, Page 2 of 2

NO.	REVISIONS	DATE	BY

**KOCH**  
 PIPELINE COMPANY, L.P.  
 MEDFORD, OKLAHOMA

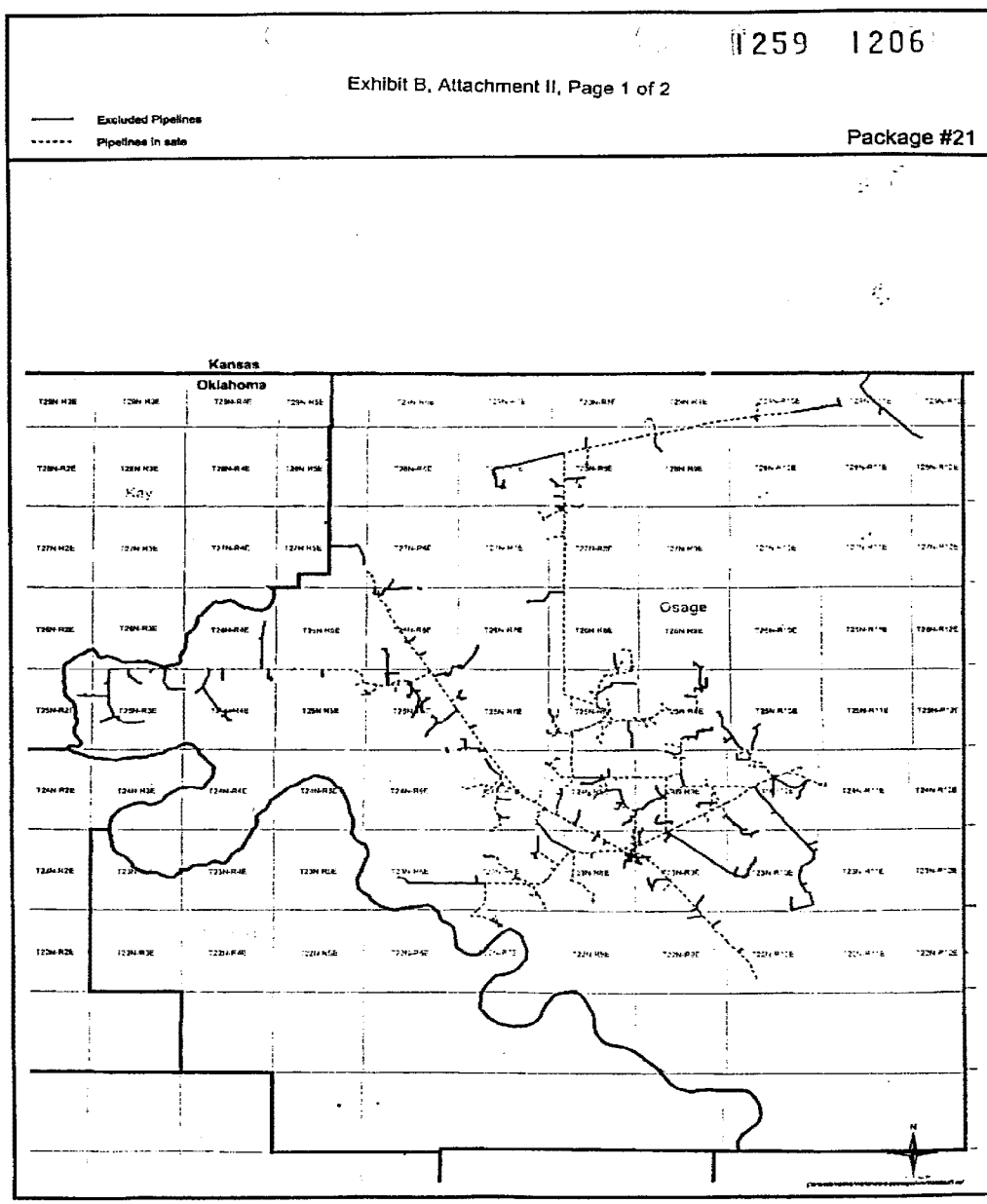
**CLEERE DESIGN**  
 P.O. BOX 1183    ENO, OK 73702  
 PHONE: (500) 237-2797    FAX: (580) 237-2798

SCALE:	1"=400'
DATE:	11/24/98
COUNTY:	PAYNE
STATE:	OKLAHOMA
LOCATION:	T17N-R5E
DRAWN BY:	RWH
DRAWING NO.:	cd3024_a

Exhibit B, Attachment II, Page 1 of 2

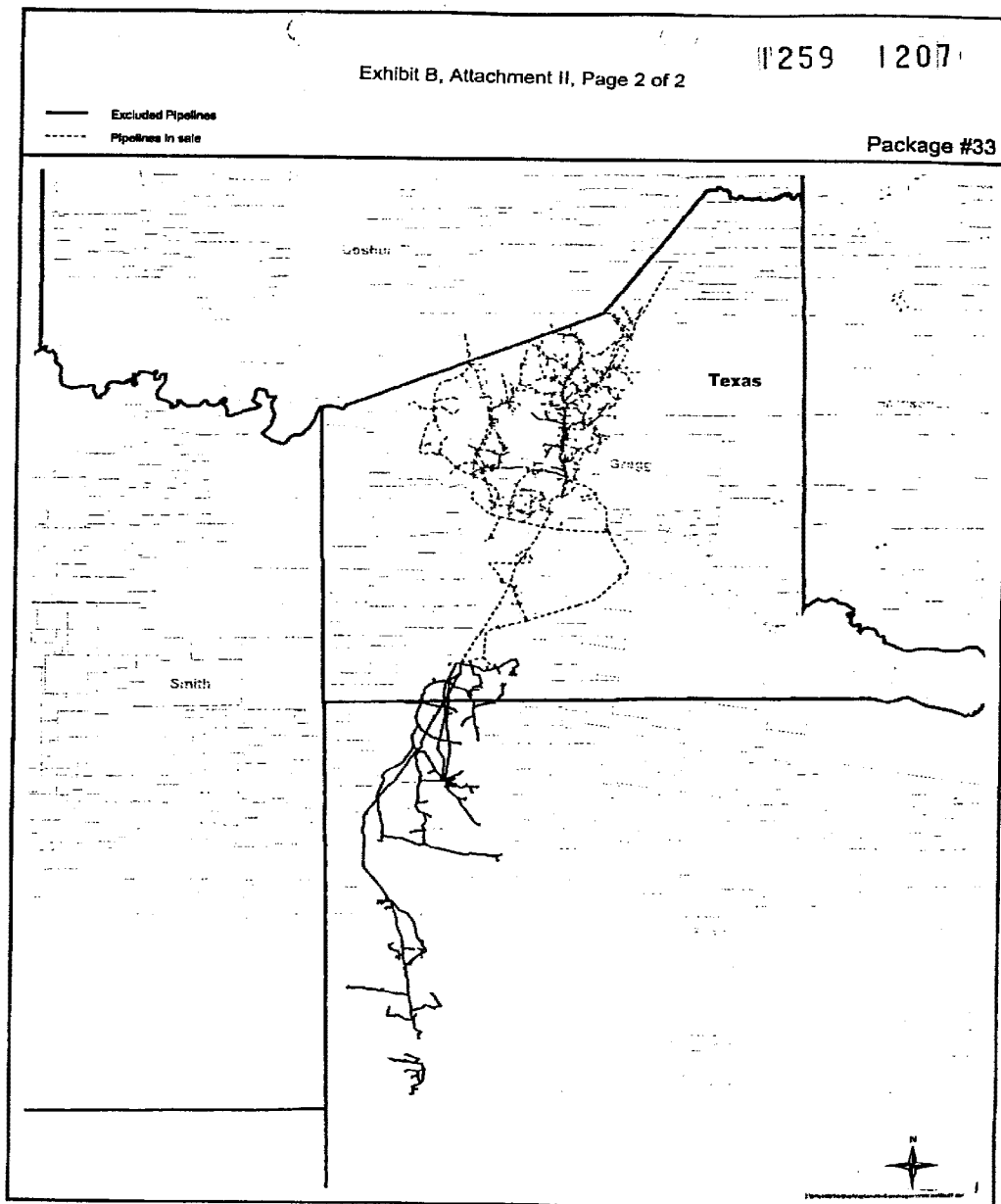
— Excluded Pipelines  
- - - - - Pipelines in sale

Package #21



— Excluded Pipelines  
- - - Pipelines in sale

Package #33





1536 0351

IN WITNESS WHEREOF, this instrument is executed this the 24<sup>th</sup> day of September, 2004, but shall become effective at 7:00 a.m. on March 1, 2004.

ASSIGNOR:

**SHELL PIPELINE COMPANY LP**  
By its General Partner  
Shell Pipeline GP LLC

By: W. J. Kleir  
Name: W. J. Kleir  
Title: Attorney in Fact

ASSIGNEE:

**OSAGE PIPE LINE COMPANY, LLC**

By: Don R. Wellendorf  
Name: Don R. Wellendorf  
Title: President and CEO of Magellan GP, Inc., the general partner of Magellan OLP, L.P., the Manager of Osage Pipe Line Company, LLC, a Delaware limited liability company.



1536 0352

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 24th day of September, 2004, by W. J. Klein, as Attorney in Fact for Shell Pipeline GP LLC, General Partner of SHELL PIPELINE COMPANY LP, a Delaware limited partnership, on behalf of said company.

Witness my hand and official seal.

My Commission Expires:  
5-15-08

*Sherrie D. Johnson*  
Notary Public, State of Texas



THE STATE OF OKLAHOMA §  
§  
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 24th day of September, 2004, by Don R. Wellendorf, as President and CEO of Magellan GP, Inc, the general partner of Magellan OLP, L.P., the Manager of Osage Pipe Line Company, LLC, a Delaware limited liability company, on behalf of said company and said limited partnership.

Witness my hand and official seal.

My Commission Expires:  
9/3/05

*Deanne Bond*  
Notary Public, State of Oklahoma

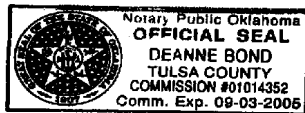


EXHIBIT "A"  
OSAGE PIPELINE SYSTEM - PAYNE COUNTY, OKLAHOMA

Permit/ License No.	Grantor	Grantee	Description	Permit/ Recording Date	Recording Data
2.6, 2.7, 3.5, 5.5, 7.5, 12.5, 14.5, 17.5, 21.5, 22.7	Board of County Commissioners of Payne County	Skelly Pipe Line Company	All County roads and highways in Payne County, including Payne County road lying between Secs. 22 and 15; Linwood Drive lying between Secs. 15 and Sec. 14; Payne County road lying between Secs. 14 and 11; Payne County road lying between Secs. 11 and 2; Payne County road lying between the NE 1/4, Sec. 2 and the NW 1/4, Sec. 1; all in T17N, R5E; Payne County Road lying between Secs. 36 and 25; Payne County road lying between Secs. 25 and 24; Payne County road lying between Secs. 24 and 13; Payne County road lying between Secs. 13 and 14; all in T18N, R5E	7/21/1975	No Recording Data
23.6, 25.5, 27.5, 28.5, 29.5, 32.5, 34.5, 36.5, 38.5	Board of County Commissioners of Payne County	Skelly Pipe Line Company	Payne County road lying between Secs. 14 and 11; Payne County road lying between Secs. 11 and 2; Payne County road lying between Secs. 2 and 1; all in T18N, R5E; Payne County road lying between Sec. 1, T18N, R5E and Sec. 36, T19N, R5E; Payne County road lying between Secs. 36 and 25; Payne County road lying between Secs. 25 and 24; Payne County road lying between Secs. 13 and 12; all in T19N, R5E; Payne County road lying between Sec. 1, T19N, R5E and Sec. 36, T20N, R5E	7/21/1975	No Recording Data
13.5	Oklahoma State Department of Highways	Skelly Pipe Line Company	Permit No. 60-333 for Oklahoma S.H. 33 lying in the SW 1/4 of Sec. 36, T18N, R5E		No Recording Data
14	Commissioners of the Land Office, State of Oklahoma	Skelly Pipe Line Company	Easement No. 6177, W 1/2, Sec. 36, T18N, R5E	7/23/1975	265/152
22	United States of America, Bureau of Indian Affairs	Skelly Pipe Line Company	Restricted Indian lands of Maud Bigwalker, Allotment SF-203; SW 1/4, Sec. 13, T18N, R5E	10/10/1975	272/176

1536 0353

1536 0354

EXHIBIT "A"  
 OSAGE PIPELINE SYSTEM - PAYNE COUNTY, OKLAHOMA

Rowing No.	Interest Category	Grantor	Grantee	Description	Instrument Date	Recording Date
22.5	Permit/ License	Missouri-Kansas-Texas Railroad Company	Skelly Pipe Line Company	Railroad crossing in SW 1/4, Sec. 13, T18N, R5E	8/21/1975	No Recording Data
22.6	Easement	United States of America, Bureau of Indian Affairs	Skelly Pipe Line Company	Restricted Indian lands of Sarah Bigwalker, Allotment SF-199; NW 1/4, Sec. 13, T18N, R5E	10/14/1975	272/178
26	Easement	United States of America, Bureau of Indian Affairs	Skelly Pipe Line Company	Restricted Indian land of Sarah Ellis, Allotment SF-355; Lots 5 & 6 SE 1/4 and E 1/2 SE 1/4, Sec. 2, T18N, R5E	10/10/1975	No Recording Data
29	Easement	Commissioners of the Land Office, State of Oklahoma	Skelly Pipe Line Company	Easement No. 6176; W 1/2 SW 1/4 & W 1/2 NW 1/4, Sec. 36, T19N, R5E	7/23/1975	265/163
33.5	Permit/ License	State of Oklahoma, Department of Highways	Skelly Pipe Line Company	Permit No. 60-334; U.S. 51 lying in NW 1/4 NW 1/4, Sec. 24, T19N, R5E	8/13/1975	No Recording Data
34	Easement	Commissioners of the Land Office, State of Oklahoma	Skelly Pipe Line Company	Easement No. 6178; W 1/2 W 1/2, Sec. 13, T19N, R5E	7/23/1975	265/156
38	Easement	United States of America, Bureau of Indian Affairs	Skelly Pipe Line Company	Restricted Indian land of Winnie West, Pawnee 718; NW 1/4, Sec. 1, T19N, R5E	12/11/1975	176/387