

OKLAHOMA CITY, OKLA.

10/27

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Nº

12815

39-70  
1030

Tract \_\_\_\_\_

**Union Bank and Trust Company**

VOID AFTER 90 DAYS

Parcel \_\_\_\_\_

4921 N. May Ave. • Oklahoma City, OK 73112

CFS JOB NO.

00-089

CLIENT W.O. or P.O. NO.

Pay to the Order of

*Richard L. Oliver*

\$ *611.13*

*Six Hundred Eleven & 13/100*

Dollars

Which is consideration for:

*Underground Gas Storage Easement  
covering the w/2 sup/4 Section 28, T15N, R4W  
Logan County, Oklahoma*

COATES AGENT'S ACCOUNT NO. 3

*Janet Phelps*

Total \$

*611.13*

TWO SIGNATURES REQUIRED IF OVER \$5,000.

⑈012815⑈ ⑆103000703⑆ 0013502953⑈

JAN A. RHODES  
732 GREENVIEW CIRCLE  
SAND SPRINGS, OK 74063

RES.: (918) 241-9402

BUS.: (918) 760-2489

October 27, 2000

1 01  
"One OK"

Mr. Richard L. Oliver  
31050 Quail Hollow Circle  
Homeland, CA 92548-9594

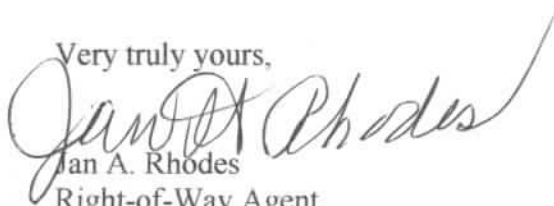
Re.: Underground Gas Storage Easement  
W/2 SW/4 Section 28  
Township 15 North, Range 4 East  
Logan County, Oklahoma

Dear Mr. Oliver:

As per our conversation of October 26, 2000, please find enclosed an original and one copy of Underground Gas Storage Easement, a form W-9, and a check in the amount \$611.13 in payment for the easement covering your 24.445 acre interest under referenced land. Please execute the original before a Notary Public, complete the W-9, then return the two documents to me in the enclosed self-addressed envelope. The copy is for your records.

Thank you in advance for your cooperation and acceptance of this easement. Should you have any questions, please call me.

Very truly yours,

  
Jan A. Rhodes  
Right-of-Way Agent  
Representing ONEOK, LLC

## UNDERGROUND GAS STORAGE EASEMENT

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between Richard L. Oliver, whose mailing address is 31050 Quail Hollow Circle, Homeland, CA 92548-9594, whether one or more, hereinafter referred to as "Owner," and ONEOK Gas Storage, L.L.C., an Oklahoma limited liability company, whose mailing address is P.O. Box 22089, Tulsa, Oklahoma 74121-2089, hereinafter referred to as "the Company,"

### WITNESSETH:

**WHEREAS**, Owner owns an interest in the following described property located in the County of Logan, in the State of Oklahoma, to-wit: \_\_\_\_\_

\_\_\_\_\_  
See Attached Exhibit "A"  
\_\_\_\_\_

**WHEREAS**, the Company desires to obtain from Owner the right to introduce natural or synthetic gas into geological strata underlying such property for storage purposes and to withdraw such gas from time to time for the exclusive use of the Company, all as more specifically hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. To the extent of Owner's rights, Owner hereby grants, bargains, sells, and conveys an exclusive easement in the above-described property (including any reversionary interest) to the Company for the sole purpose of establishing and operating a gas storage reservoir under such property by injecting natural gas, synthetic gas, gaseous vapors, or condensate (all hereinafter referred to as gas), into the geological stratum or strata commonly known as the Red Fork (historically referred to as the Bartlesville) Sand Formation for as long as such formation is used as a gas storage. The Company shall have the right to store gas in such reservoir and to retain title to gas injected into such storage as its personal property. The Company shall also have the right to explore for and produce subsurface saltwater on the above-described property and shall have the free and exclusive use of all such saltwater. To the extent that the Owner owns any mineral interest underlying the property, Owner hereby agrees that the Red Fork (historically referred to as the Bartlesville) Sand Formation is depleted of hydrocarbons producible in paying quantities and acknowledges that part of the consideration paid to Owner is payment for any native hydrocarbons remaining in the Red Fork (historically referred to as the Bartlesville) Sand Formation. Owner also agrees not to grant the right of underground gas storage in, on, or under the subject property to any other party while the easement granted herein remains in effect.

2. To the extent of Owner's rights, the Company shall have the right to use so much of the above-described property as is necessary, including but not limited to the right to drill, install, maintain, operate, and remove such wells, pipelines, facilities, structures, equipment, and appurtenances as the Company may deem necessary or desirable for the operation of such reservoir. The Company shall have the right to remove from such property all stored gas and other property placed in or on such property by the Company, including well casing.

In the event that the Company deems it necessary or desirable to drill any wells or install other facilities for the operation of the gas storage reservoir, the Company shall pay Owner, Owner's successors in interest, or other tenants of Owner, as their respective interests may appear, all actual damages to growing crops, improvements, and the land occasioned by the actions of the Company in exercising its rights and privileges as granted herein.

3. The Company, in selecting the location for any of the wells mentioned above, shall not drill or place said well at a point closer than 300 feet from any existing residential dwelling unless Owner agrees, in writing, to the location at a lesser distance.

4. To the extent of Owner's rights, the Company shall have the exclusive right to use and enjoy that part of the subsurface of the above-described property commonly known as the Red Fork (historically referred to as the Bartlesville) Sand Formation, and Owner agrees not to enter into any agreements or execute any instruments allowing the use of such portion of the subsurface for any purpose. If Owner desires to penetrate such portion of the subsurface to reach other portions of the subsurface, or if Owner enters into any agreements or executes any instrument contemplating any such penetration of the subsurface, Owner shall make such provisions as shall adequately ensure that such penetration shall be made only in accordance with the specifications of the Company. Owner shall in addition do such other things as may be necessary to adequately protect the rights granted herein and the property of the Company on and under the above-described property.

5. Owner warrants and covenants that Owner has full and sufficient right, title, and authority to enter into and execute this Agreement and that there are no claims or encumbrances against Owner's interest in the above-described property, except: N/A

The Company shall have the right at its option to pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above-described property; and in the event the Company exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may recover any such sums paid from Owner.

6. The terms, covenants, and conditions hereof shall be binding on the parties hereto, their heirs, successors, and assigns. It is agreed that no agent of the Company has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, this Easement is executed as of the day and year first above written.

Richard L. Oliver  
Richard L. Oliver

(Individual Acknowledgment)

STATE OF California  
COUNTY OF Riverside ) ss:

This instrument was acknowledged before me on the 15 day of November, 2000, by Susan D Hall, Notary Personally appeared Richard L. Oliver

Susan D Hall  
Notary Public

My Commission Expires: 6/15/00



(Corporation Acknowledgment)

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**RICHARD L. OLIVER**

**EXHIBIT A**

TOWNSHIP 15 NORTH, RANGE 4 WEST, LOGAN COUNTY, OKLAHOMA

W/2 SW/4 SECTION 28

24.445 ACRES

**TOTAL 24.445 ACRES**

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## WITNESSETH:

**WHEREAS**, Owner owns an interest in the following described property located in the County of Logan, in the State of Oklahoma, to-wit: \_\_\_\_\_

See Attached Exhibit "A"

**WHEREAS**, the Company desires to obtain from Owner the right to introduce natural or synthetic gas into geological strata underlying such property for storage purposes and to withdraw such gas from time to time for the exclusive use of the Company, all as more specifically hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. To the extent of Owner's rights, Owner hereby grants, bargains, sells, and conveys an exclusive easement in the above-described property (including any reversionary interest) to the Company for the sole purpose of establishing and operating a gas storage reservoir under such property by injecting natural gas, synthetic gas, gaseous vapors, or condensate (all hereinafter referred to as gas), into the geological stratum or strata commonly known as the Red Fork (historically referred to as the Bartlesville) Sand Formation for as long as such formation is used as a gas storage. The Company shall have the right to store gas in such reservoir and to retain title to gas injected into such storage as its personal property. The Company shall also have the right to explore for and produce subsurface saltwater on the above-described property and shall have the free and exclusive use of all such saltwater. To the extent that the Owner owns any mineral interest underlying the property, Owner hereby agrees that the Red Fork (historically referred to as the Bartlesville) Sand Formation is depleted of hydrocarbons producible in paying quantities and acknowledges that part of the consideration paid to Owner is payment for any native hydrocarbons remaining in the Red Fork (historically referred to as the Bartlesville) Sand Formation. Owner also agrees not to grant the right of underground gas storage in, on, or under the subject property to any other party while the easement granted herein remains in effect.

2. To the extent of Owner's rights, the Company shall have the right to use so much of the above-described property as is necessary, including but not limited to the right to drill, install, maintain, operate, and remove such wells, pipelines, facilities, structures, equipment, and appurtenances as the Company may deem necessary or desirable for the operation of such reservoir. The Company shall have the right to remove from such property all stored gas and other property placed in or on such property by the Company, including well casing.

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5. Owner warrants and covenants that Owner has full and sufficient right, title, and authority to enter into and execute this Agreement and that there are no claims or encumbrances against Owner's interest in the above-described property, except: N/A

The Company shall have the right at its option to pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above-described property; and in the event the Company exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may recover any such sums paid from Owner.

6. The terms, covenants, and conditions hereof shall be binding on the parties hereto, their heirs, successors, and assigns. It is agreed that no agent of the Company has been given any authority to make any agreement in respect to the subject matter hereof not herein expressed.

ACCORDINGLY, this Easement is executed as of the day and year first above written.

Richard L.. Oliver

(Individual Acknowledgment)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by

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

My Commission Expires: \_\_\_\_\_

(Corporation Acknowledgment)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**RICHARD L. OLIVER**

**EXHIBIT A**

TOWNSHIP 15 NORTH, RANGE 4 WEST, LOGAN COUNTY, OKLAHOMA

W/2 SW/4 SECTION 28

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**TOTAL 24.445 ACRES**