



CV-2024-1324  
Mai

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JOEY GUTHERY A/K/A JOE M. GUTHERY; )  
 )  
 MARY GUTHERY A/K/A MARY J. GUTHERY; )  
 )  
 THE CITY OF OKLAHOMA CITY; )  
 )  
 BANCFIRST, INDIVIDUALLY AND AS )  
 SUCCESSOR-IN-INTEREST TO FIRST BANK & )  
 TRUST COMPANY; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAY 15 2024

RICK WARREN  
COURT CLERK

41 \_\_\_\_\_

Case No. **CV - 2024 - 1324**

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendants Joey Guthery a/k/a Joe M. Guthery and Mary Guthery a/k/a Mary J. Guthery, husband and wife, own in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the “Property”).

3. Upon information and belief, Defendant The City of Oklahoma City, a municipal corporation, claims some right, title or interest in and to the Property pursuant to an Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 4452, Page 1026.

4. Upon information and belief, Defendant BancFirst, a domestic bank, individually and as the successor-in-interest to First Bank & Trust Company, claims some right, title or interest in and to the Property pursuant to a Mortgage filed in Book 11851, Page 623 as amended by a Partial Release of Mortgage filed in Book 12219, Page 508, a Mortgage filed in Book 13439, Page 870, a Mortgage filed in Book 14090, Page 206 and a Notice of Pendency of Action (Lis Pendens) filed in Book 14304, Page 1448, all in the Office of the County Clerk for Oklahoma County.

5. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

6. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

7. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

8. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, and appurtenances (collectively referred to as the

“Facilities”) upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

9. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 25.38 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

10. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30’) in width with the intent of it being fifteen feet (15’) on either side of the centerline description set forth on Exhibit A (the “Permanent Easement”) (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

11. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff’s exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

12. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 0.47 acres (the “Temporary Easement”), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of

the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

13. The Permanent Easement and Temporary Easement are referred to collectively herein as the "Easements."

14. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

15. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation

limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

16. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

17. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

18. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

19. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

20. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

21. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

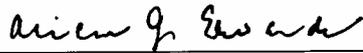
D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation

to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 15<sup>th</sup> day of May, 2024.

Respectfully submitted,



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Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

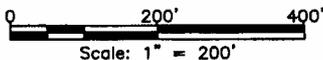
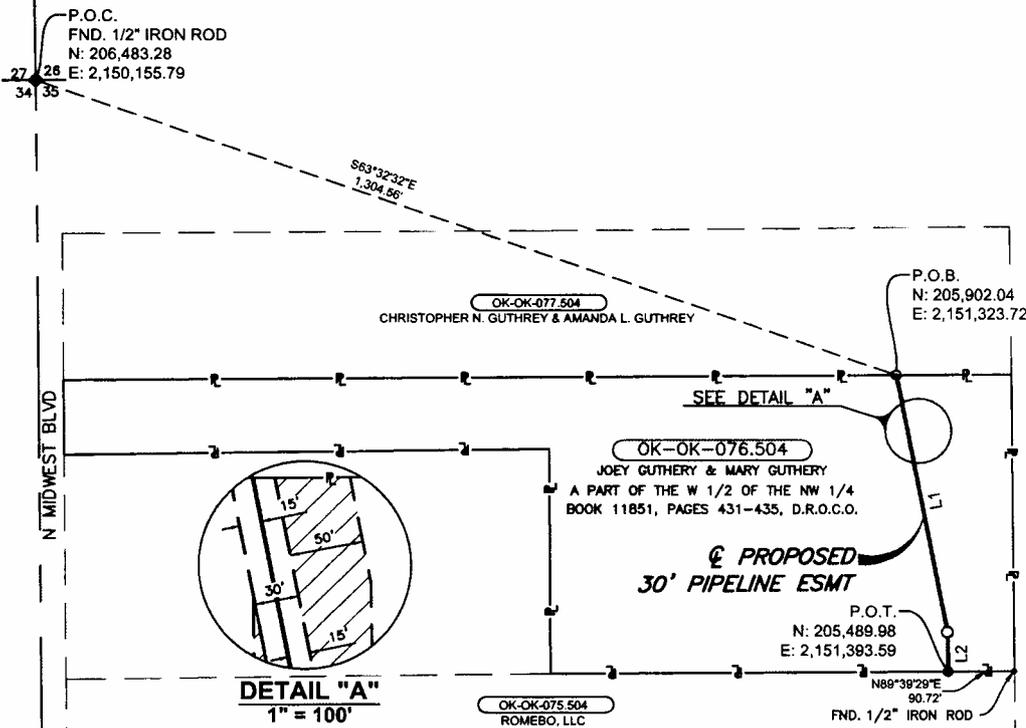
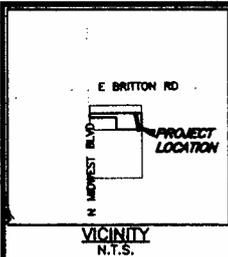
**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

**EXHIBIT A**

**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
SECTION 35, TOWNSHIP 13-N, RANGE 2-W,  
INDIAN MERIDIAN  
**TRACT NO. OK-OK-076.504**  
**JOEY GUTHERY & MARY GUTHERY**  
CENTERLINE IS 418.69 FEET OR 25.38 RODS  
PERMANENT EASEMENT IS 0.29 ACRES  
TEMPORARY WORKSPACE IS 0.47 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S10°57'21"E	363.66
L2	S00°47'27"E	55.03



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- ◆ FOUND SECTION CORNER AS NOTED
- ▨ TEMPORARY WORKSPACE (TWS)
- ▩ ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.*  
LUCIEN C. SCHAFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
JOEY GUTHERY & MARY GUTHERY



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	RE-ROUTE	JSF	05/07/24	LCS	LCS
0	ISSUED	DMT	12/20/23	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY DMT	CHK'D BY JSF	OK-OK-076.504	
SCALE 1" = 200'	APPROV'D BY		
DATE 12/13/23	LCS	REVISION	SHEET 1 OF 2

PROJECT NO. 025492-0010

S:\7.2024\12-26-23\PN JACOB FISHER S. V&S\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0.B70\_MAPPING\008\_PLATS\OK-OK-076.504 JOEY GUTHERY & MARY GUTHERY.DWG

**OK-OK-076.504**  
**JOEY GUTHERY & MARY GUTHERY**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS THE RESIDUE OF A TRACT OF LAND, CONVEYED TO JOEY GUTHERY & MARY GUTHERY, AS RECORDED IN BOOK 11851, PAGES 431 THROUGH 435, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING A PART OF THE W 1/2 OF THE NW 1/4 IN SECTION 35, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE, SOUTH 63°32'32" EAST, A DISTANCE OF 1,304.56 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID JOEY GUTHERY & MARY GUTHERY TRACT;

THENCE, SOUTH 10°57'21" EAST, A DISTANCE OF 363.66 FEET TO A POINT;

THENCE, SOUTH 00°47'27" EAST, A DISTANCE OF 55.03 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID JOEY GUTHERY & MARY GUTHERY TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID JOEY GUTHERY & MARY GUTHERY TRACT, BEARS NORTH 89°39'29" EAST, A DISTANCE OF 90.72 FEET, FOR A TOTAL CENTERLINE LENGTH OF 418.69 FEET OR 25.38 RODS, AND CONTAINING 0.29 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.47 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE, THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
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*Lucien C. Schaffer, Jr.* 5-9-24  
 LUCIEN C. SCHAFER, JR. PLS NO. 2022  
 EXPIRATION DATE 12/31/24



PHILLIPS 66 CARRIER LLC

					<b>PP05 PIPELINE REPLACEMENT</b> PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS JOEY GUTHERY & MARY GUTHERY OKLAHOMA COUNTY OKLAHOMA	
	1 RE-ROUTE 0 ISSUED REV	JSF DMT BY	05/07/24 12/20/23 DATE	LCS JSF CHK'D	LCS JSF APPR.	OKLAHOMA COUNTY OKLAHOMA
PROJECT NO. 025492-0010					DATE 12/13/23	REVISION 1 SHEET 2 OF 2

5.7.2024 12:26:34 PM JACOB FISHER S:\MS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\B7D\_MAPPING\008\_PLATS\OK-OK-076.504 JOEY GUTHERY & MARY GUTHERY.DWG

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202_____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

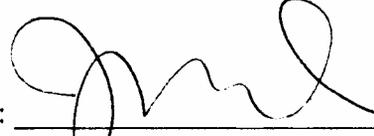
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10”) and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

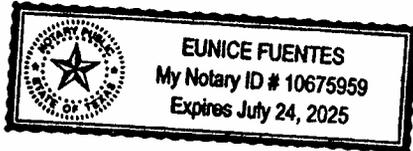
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



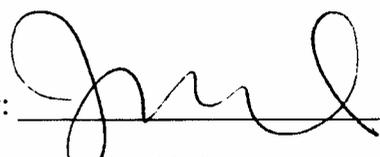


Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

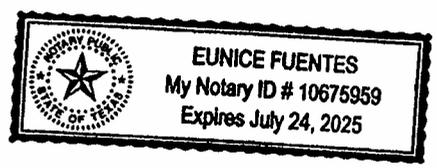
By: 

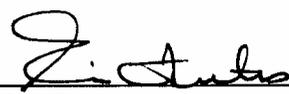
Name: Jonarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:  
July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
 Date: 8/18/2023

**Legend**

Valve Site

Terminal

THIS DRAWING IS NOT A SURVEY  
 Drawing to be used for  
 Representational purposes  
 only

**REAL ESTATE AND FACILITIES SERVICES**



CV-2024-1329  
Bonner

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 CHRISTOPHER N. GUTHERY A/K/A )  
 CHRISTOPHER N. GUTHREY; )  
 )  
 AMANDA L. GUTHERY A/K/A AMANDA L. )  
 GUTHREY; )  
 )  
 THE CITY OF OKLAHOMA CITY; )  
 )  
 FIRST UNITED BANK AND TRUST COMPANY; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAY 15 2024

RICK WARREN  
COURT CLERK

41 \_\_\_\_\_

CV - 2024 - 1329

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendants Christopher N. Guthery a/k/a Christopher N. Guthrey and Amanda L. Guthery a/k/a Amanda L. Guthrey, husband and wife, own in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the "Property").

3. Upon information and belief, Defendant The City of Oklahoma City claims some right, title or interest in and to the Property pursuant to an Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma at Book 4452, Page 1026.

4. Upon information and belief, Defendant First United Bank and Trust Company, an Oklahoma corporation, claims some right, title or interest in and to the Property pursuant to a Mortgage filed in the Office of the County Clerk for Oklahoma County, Oklahoma at Book 14525, Page 574.

5. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

6. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

7. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

8. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, and appurtenances (collectively referred to as the

the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

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14. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

15. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation

“Facilities”) upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

9. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 12.68 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

10. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30’) in width with the intent of it being fifteen feet (15’) on either side of the centerline description set forth on Exhibit A (the “Permanent Easement”) (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

11. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff’s exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

12. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 0.24 acres (the “Temporary Easement”), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of

limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

16. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

17. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

18. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

19. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

20. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

21. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

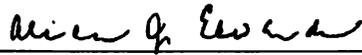
D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation

to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 14<sup>th</sup> day of May, 2024.

Respectfully submitted,



---

Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

**EXHIBIT A**

**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
SECTION 35, TOWNSHIP 13-N, RANGE 2-W,  
INDIAN MERIDIAN  
TRACT NO. OK-OK-077.504  
CHRISTOPHER N. GUTHREY & AMANDA L.  
GUTHREY

CENTERLINE IS 209.18 FEET OR 12.68 RODS  
PERMANENT EASEMENT IS 0.14 ACRES  
TEMPORARY WORKSPACE IS 0.24 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S10°57'21"E	209.18

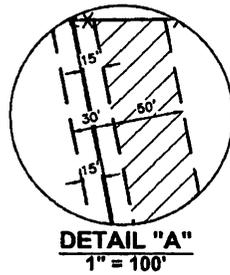
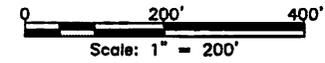
VICINITY  
N.T.S.

SECTION 26  
SECTION 35

E BRITTON RD

N MIDWEST BLVD

SECTION 34  
SECTION 35



OK-OK-078.504  
KEITH HILTERBRAN & CRYSTAL HILTERBRAN

P.O.C.  
FND. FENCE CORNER  
N: 206,109.44  
E: 2,151,478.18

P.O.B.  
N: 206,107.41  
E: 2,151,283.96

PROPOSED  
30' PIPELINE ESMT

SEE DETAIL "A"

P.O.T.  
N: 205,802.04  
E: 2,151,323.72

N89°38'35"E  
156.94'

CALCULATED CORNER

OK-OK-078.504  
JOEY GUTHREY & MARY GUTHREY

OK-OK-077.504

CHRISTOPHER N. GUTHREY & AMANDA L. GUTHREY  
CALLED 7.00 ACRE TRACT  
BOOK 11851, PAGE 430, D.R.O.C.O.

**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REFLECTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-21-23  
LUCIEN C. SCHAFER, JR. PLANNY 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PPOS PIPELINE REPLACEMENT**  
PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
CHRISTOPHER N. GUTHREY & AMANDA L.  
GUTHREY

OKLAHOMA COUNTY	OKLAHOMA
ISSUED	OK-OK-077.504
DESCRIPTION	
PROJECT NO.	025492-0010
DATE	12/14/23
REVISION	0
SHEET	1 OF 2



12/21/2023 2:30:39 PM DANIELA MENEZES SA-APP-FE-EXEC\S\PHIL\_05\_01\PIPELINE REPLACEMENT DRONE-01870\_MAPPING\008\_PLATS\OK-OK-077.504 CHRISTOPHER N. GUTHREY & AMANDA L. GUTHREY.DWG

**OK-OK-077.504**  
**CHRISTOPHER N. GUTHREY & AMANDA L. GUTHREY**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 7.00 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER N. GUTHREY & AMANDA L. GUTHREY, AS RECORDED IN BOOK 11851, PAGE 430, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID CALLED 7.00 ACRE TRACT BEING SITUATED IN SECTION 35, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING, AT A FENCE CORNER FOUND AT THE APPARENT NORTHEAST CORNER OF SAID CALLED 7.00 ACRE TRACT;

THENCE, SOUTH 89°24'10" WEST, A DISTANCE OF 194.23 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE, AS FENCED OF SAID CALLED 7.00 ACRE TRACT;

THENCE, SOUTH 10°57'21" EAST, A DISTANCE OF 209.18 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID CALLED 7.00 ACRE TRACT, FROM WHICH THE CALCULATED SOUTHEAST CORNER OF SAID CALLED 7.00 ACRE TRACT, BEARS NORTH 89°38'35" EAST, A DISTANCE OF 156.94 FEET, FOR A TOTAL CENTERLINE LENGTH OF 209.18 FEET OR 12.68 RODS, AND CONTAINING 0.14 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.24 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE OREL.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-21-23  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



NO.	DATE	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	APPR'D BY
0	ISSUED		DMT	12/21/23	JSF	LCS			

**PP05 PIPELINE REPLACEMENT**  
 PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 CHRISTOPHER N. GUTHREY & AMANDA L.  
 GUTHREY

OKLAHOMA COUNTY		OKLAHOMA	
DRWN BY	DMT	CHK'D BY	JSF
SCALE	NTS	APPR'D BY	LCS
DATE	12/14/23	REVISION	0
PROJECT NO.	025492-0010	SHEET	2 OF 2

12.21.2023 2:28:36 PM DANIELA MENDEZ S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0XB70\_MAPPING\008\_PLATS\OK-OK-077.504 CHRISTOPHER N. GUTHREY & AMANDA L. GUTHREY.DWG

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202 _____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

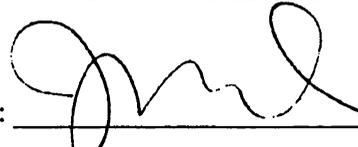
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

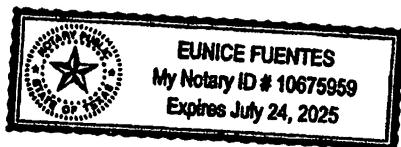
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.

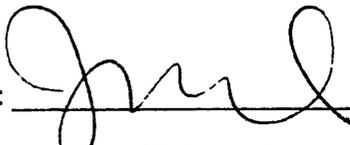


  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

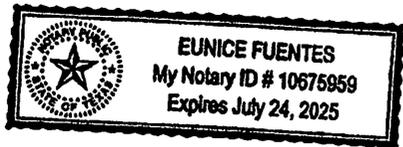
By: 

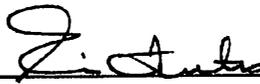
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.





Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



PP-05 - Ponca Products Pipeline  
Proposed 10 Inch Steel Replacement Line  
Estimated Intended Capacity - 52,473 BPD  
Phillips 66 Carrier LLC - Owner  
Phillips 66 Pipeline LLC - Operator

1:160,000  
Date: 8/18/2023

**Legend**

Valve Site

Terminal

THIS DRAWING IS NOT A SURVEY  
Drawing to be used for  
representational purposes  
only.

**REAL ESTATE AND FACILITIES SERVICES**



CV-2024-1338  
Mai

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 KEITH HILTERBRAN; )  
 )  
 CRYSTAL HILTERBRAN; )  
 )  
 THE CITY OF OKLAHOMA CITY; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

MAY 15 2024

RICK WARREN  
COURT CLERK

41

Cas. No. CV - 2024 - 1338

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendants Keith Hilterbran and Crystal Hilterbran, husband and wife, own in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the “Property”).

3. Upon information and belief, Defendant The City of Oklahoma City, a municipal corporation, claims some right, title or interest in and to the Property pursuant to an Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 4452, Page 1026.

4. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

5. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

6. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

7. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, and appurtenances (collectively referred to as the “Facilities”) upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

8. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 21.80 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

9. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30') in width with the intent of it being fifteen feet (15') on either side of the centerline description set forth on Exhibit A (the "Permanent Easement") (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

10. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff's exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

11. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 0.41 acres (the "Temporary Easement"), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

12. The Permanent Easement and Temporary Easement are referred to collectively herein as the "Easements."

13. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

14. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

15. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

16. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

17. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

18. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

19. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58,

has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

20. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

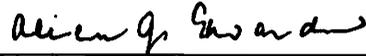
D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to

make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 14<sup>th</sup> day of May, 2024.

Respectfully submitted,



---

Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

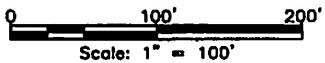
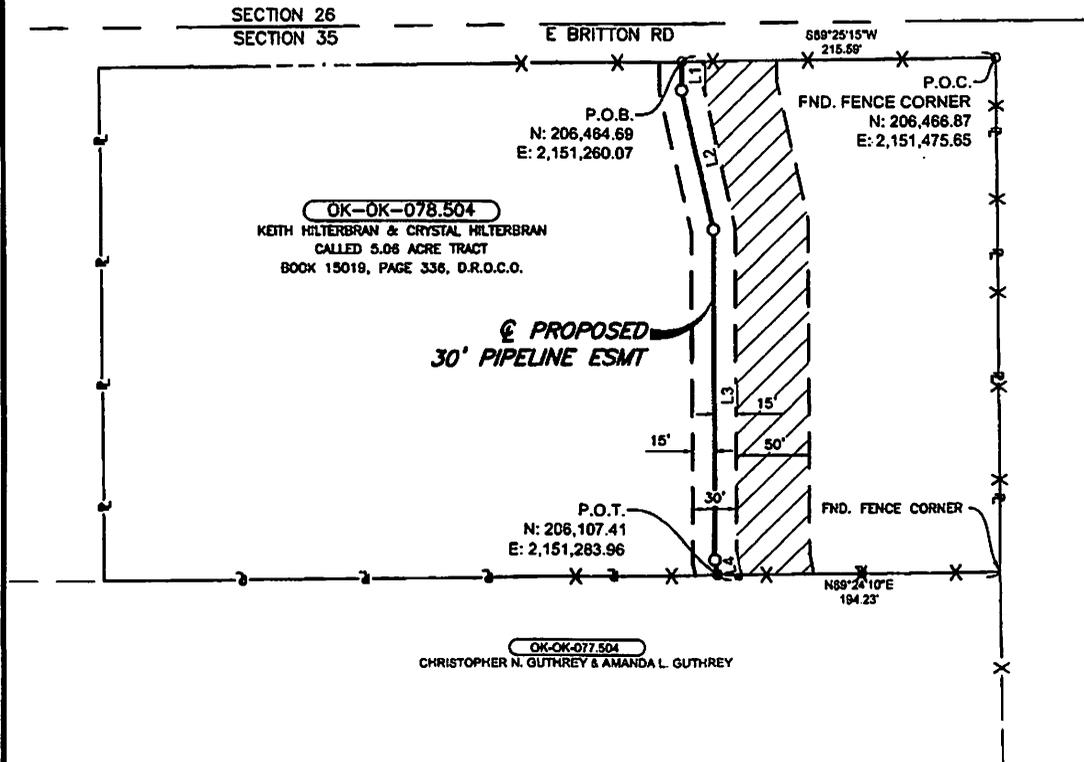
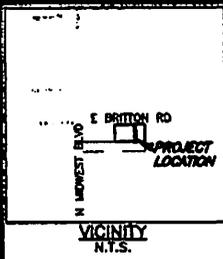
**EXHIBIT A**

**EXHIBIT A**

**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 35, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-078.504**  
**KEITH HILTERBRAN & CRYSTAL**  
**HILTERBRAN**

CENTERLINE IS 359.72 FEET OR 21.80 RODS  
 PERMANENT EASEMENT IS 0.25 ACRES  
 TEMPORARY WORKSPACE IS 0.41 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°10'43"E	19.81'
L2	S12°10'43"E	100.00'
L3	S00°10'43"E	229.28'
L4	S10°57'21"E	10.63'



**LEGEND**

D.R.O.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
—	PROPOSED CENTERLINE
—	PROPERTY LINE
•	FOUND PROPERTY CORNER AS NOTED
◆	FOUND SECTION CORNER AS NOTED
▨	TEMPORARY WORKSPACE (TWS)
▩	ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-21-23  
 LUCIEN C. SCHAFFER, JR. PLS No. 2022  
 (EXPIRATION DATE 12/31/24)



	<b>PP05 PIPELINE REPLACEMENT</b> PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS KEITH HILTERBRAN & CRYSTAL HILTERBRAN	
	OKLAHOMA COUNTY OKLAHOMA	
	0 ISSUED REV	DMT 12/21/23 JSF LCS BY DATE CHK'D APPR. DATE 12/15/23
PROJECT NO. 025492-0010		OK-OK-078.504 REVISION 0 SHEET 1 OF 2

12.21.2023 2:45:27 PM DANIELA MENDEZ S:\1\51\40302\CS\PH\2\_05\_23\PP05 PIPELINE REPLACEMENT DROWE-0\B70\_MAPPING\008\_PLATS\OK-OK-078.504 KEITH HILTERBRAN & CRYSTAL HILTERBRAN.DWG

**OK-OK-078.504  
KEITH HILTERBRAN & CRYSTAL HILTERBRAN**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS CALLED 5.06 ACRE TRACT OF LAND, CONVEYED TO KEITH HILTERBRAN & CRYSTAL HILTERBRAN, AS RECORDED IN BOOK 15019, PAGE 336, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID CALLED 5.06 ACRE TRACT BEING SITUATED IN SECTION 35, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A FENCE CORNER FOUND AT THE INTERSECTION OF THE EAST LINE OF SAID CALLED 5.06 ACRE TRACT WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST BRITTON ROAD;

THENCE, SOUTH 89°25'15" WEST, A DISTANCE OF 215.59 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT-OF-WAY LINE OF EAST BRITTON ROAD;

THENCE, SOUTH 00°10'43" EAST, A DISTANCE OF 19.81 FEET TO A POINT;

THENCE, SOUTH 12°10'43" EAST, A DISTANCE OF 100.00 FEET TO A POINT;

THENCE, SOUTH 00°10'43" EAST, A DISTANCE OF 229.28 FEET TO A POINT;

THENCE, SOUTH 10°57'21" EAST, A DISTANCE OF 10.63 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE, AS FENCED OF SAID CALLED 5.06 ACRE TRACT, FROM WHICH A FENCE CORNER FOUND AT APPARENT SOUTHEAST CORNER OF SAID CALLED 5.06 ACRE TRACT, BEARS NORTH 89°24'10" EAST, A DISTANCE OF 194.23 FEET, FOR A TOTAL CENTERLINE LENGTH OF 359.72 FEET OR 21.80 RODS, AND CONTAINING 0.25 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.41 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GCS0018 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REPORTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-21-23  
LUCIEN C. SCHAFFER, JR. PLS/NO./2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**  
PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
KEITH HILTERBRAN & CRYSTAL HILTERBRAN

OKLAHOMA COUNTY OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	12/21/23	JSF	LCS

DRAWN BY	DMT	CHK'D BY	JSF
SCALE	NTS	APPROV'D BY	LCS
DATE	12/18/23		

PROJECT NO.	025492-0010
DATE	12/18/23
REVISION	0
SHEET	2 OF 2

12.21.2023 2:45:53 PM JAMELA MENEZ S:\MS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\070\_MAPPING\008\_PLATS\OK-OK-078.504 KEITH HILTERBRAN & CRYSTAL HILTERBRAN.DWG

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202_____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

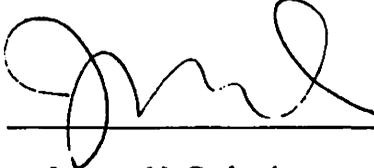
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

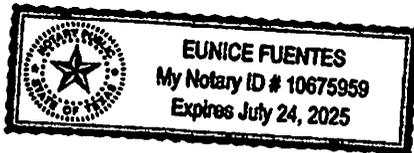
[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

By:   
Name: Jenarae N. Garland  
Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

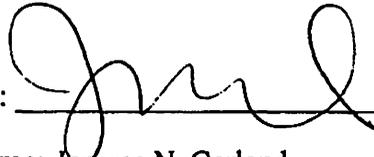
Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:  
July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

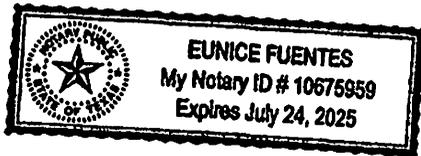
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



PP-05 - Ponca Products Pipeline  
Proposed 10 Inch Steel Replacement Line  
Estimated Intended Capacity - 52,473 BPD  
Phillips 66 Carrier LLC - Owner  
Phillips 66 Pipeline LLC - Operator

**Legend**

- Valve Site
- Terminal

THIS DRAWING IS NOT A SURVEY  
Drawing to be used for  
Representational purposes  
only.

1:160,000  
Date: 8/18/2023

**REAL ESTATE AND FACILITIES SERVICES**

Oklahoma City Terminal

North Cimarron River Valve Site  
Payne



CV-2024-1328  
Stinson

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ECKROAT FAMILY TRUST, A REVOCABLE )  
 TRUST DATED THE 8TH DAY OF JUNE, 2016; )  
 )  
 DON W. ECKROAT, TRUSTEE OF THE )  
 ECKROAT FAMILY TRUST, A REVOCABLE )  
 TRUST DATED THE 8TH DAY OF JUNE, 2016; )  
 )  
 JANICE M. ECKROAT, TRUSTEE OF THE )  
 ECKROAT FAMILY TRUST, A REVOCABLE )  
 TRUST DATED THE 8TH DAY OF JUNE, 2016; )  
 )  
 SOUTHWESTERN BELL TELEPHONE )  
 COMPANY AS SUCCESSOR-IN-INTEREST TO )  
 SOUTHWESTERN BELL TELEPHONE, L.P.; )  
 )  
 THE CITY OF OKLAHOMA CITY; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAY 15 2024

RICK WARREN  
COURT CLERK  
41

Case No. CV - 2024 - 1328

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among

other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendant Eckroat Family Trust, a revocable trust dated the 8th day of June, 2016, owns in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the “Property”).

3. Upon information and belief, Defendants Don W. Eckroat and Janice M. Eckroat are the current Trustees of the Eckroat Family Trust, a revocable trust dated the 8th day of June, 2016.

4. Upon information and belief, Defendant Southwestern Bell Telephone Company, a Delaware corporation, as successor-in-interest to Southwestern Bell Telephone, L.P., f/k/a Southwestern Bell Telephone Company, claims some right, title or interest in and to the Property pursuant to an Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 10392, Page 1017.

5. Upon information and belief, Defendant The City of Oklahoma City, a municipal corporation, claims some right, title or interest in and to the Property pursuant to an Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 4369, Page 926.

6. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

7. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

8. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

9. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, and appurtenances (collectively referred to as the "Facilities") upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

10. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 157.38 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

11. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30') in width with the intent of it being fifteen feet (15') on either side of the centerline description set forth on Exhibit A (the "Permanent Easement") (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

12. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the

described lands, for all purposes necessary or incidental to Plaintiff's exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

13. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 2.98 acres (the "Temporary Easement"), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

14. The Permanent Easement and Temporary Easement are referred to collectively herein as the "Easements."

15. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

16. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the

Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

17. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

18. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

19. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment

and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

20. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

21. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

22. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

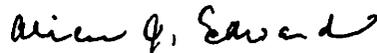
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 14<sup>th</sup> day of May, 2024.

Respectfully submitted,



---

Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

**EXHIBIT A**



**OK-OK-079.504  
THE ECKROAT FAMILY REVOCABLE TRUST**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND, CONVEYED TO THE ECKROAT FAMILY REVOCABLE TRUST, AS RECORDED IN BOOK 13141, PAGE 476, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING LOTS 1 & 2, THE NW 1/4 OF THE SE 1/4, THE SW 1/4 SITUATED IN SECTION 26, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A MAG NAIL FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE, NORTH 89°45'44" EAST, A DISTANCE OF 1,153.81 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID THE ECKROAT FAMILY REVOCABLE TRUST TRACT;

THENCE, SOUTH 00°10'43" EAST, A DISTANCE OF 2,482.00 FEET TO A POINT;

THENCE, SOUTH 11°49'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT;

THENCE, SOUTH 00°10'43" EAST, A DISTANCE OF 14.74 FEET TO THE POINT OF TERMINATION ON THE NORTH RIGHT-OF-WAY LINE OF E BRITTON RD, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 26, BEARS SOUTH 87°20'35" WEST, A DISTANCE OF 1,105.25 FEET, FOR A TOTAL CENTERLINE LENGTH OF 2,596.74 FEET OR 157.38 RODS, AND CONTAINING 1.79 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 2.98 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY COUNTY LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REFLECTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* / 12-21-23  
LUCIEN C. SCHAFER, JR. PL# 160 / 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

NTS

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
THE ECKROAT FAMILY REVOCABLE TRUST

OKLAHOMA COUNTY OKLAHOMA



ISSUED	DATE	BY	DATE	CHK'D	APPR.	SCALE	NTS	APPROV BY	DATE	LCS	REVISION	SHEET
0	12/21/23	JSF							12/10/23	LCS	0	2 OF 2

PROJECT NO. 025492-0010  
DATE 12/10/23  
LCS  
REVISION 0  
SHEET 2 OF 2

12.21.2023 2:57:31 PM DANIELA MENEZ S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - P105 PIPELINE REPLACEMENT DRONE-01870\_MAPPING\DOB\_PLATS\OK-OK-079.504 THE ECKROAT FAMILY REVOCABLE TRUST.DWG

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202_____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

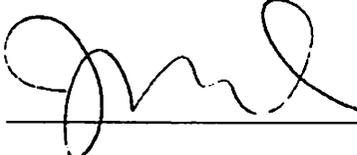
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

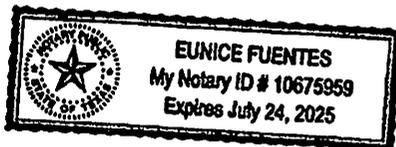
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.

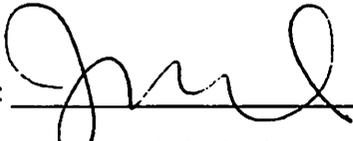


  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

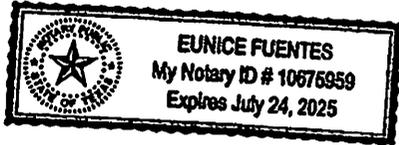
By: 

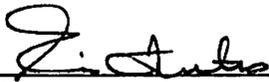
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.





Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
 Date: 8/18/2023

**Legend**  
 Valve Site: [Symbol]  
 Terminal: [Symbol]

THIS DRAWING IS NOT A SURVEY  
 Drawing to be used for  
 Representational purposes  
 only.

**REAL ESTATE AND FACILITIES SERVICES**



CV-2024-1334  
Mai

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC, )  
)  
Plaintiff, )  
)  
v. )  
)  
JONATHAN M. KOELSCH; )  
)  
CASSIE M. KOELSCH; )  
)  
BOARD OF COUNTY COMMISSIONERS OF THE )  
COUNTY OF OKLAHOMA; and )  
)  
TREASURER OF OKLAHOMA COUNTY, )  
)  
Defendants. )

MAY 15 2024

RICK WARREN  
COURT CLERK

41 \_\_\_\_\_

CV - 2024 - 1334

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC (“Plaintiff”) for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendants Jonathan M. Koelsch and Cassie M. Koelsch, husband and wife, own in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the “Property”).

3. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

4. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

5. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

6. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, and appurtenances (collectively referred to as the “Facilities”) upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

7. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 79.75 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

8. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30’) in width with the intent of it being fifteen feet (15’) on either side of the centerline description set forth on Exhibit A (the “Permanent Easement”) (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate,

protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

9. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff's exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

10. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 1.51 acres (the "Temporary Easement"), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

11. The Permanent Easement and Temporary Easement are referred to collectively herein as the "Easements."

12. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

13. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements

without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

14. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

15. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or

crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

16. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

17. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

18. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

19. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

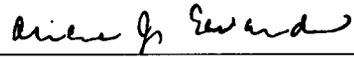
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

**DATED** this 14<sup>th</sup> day of May, 2024.

Respectfully submitted,

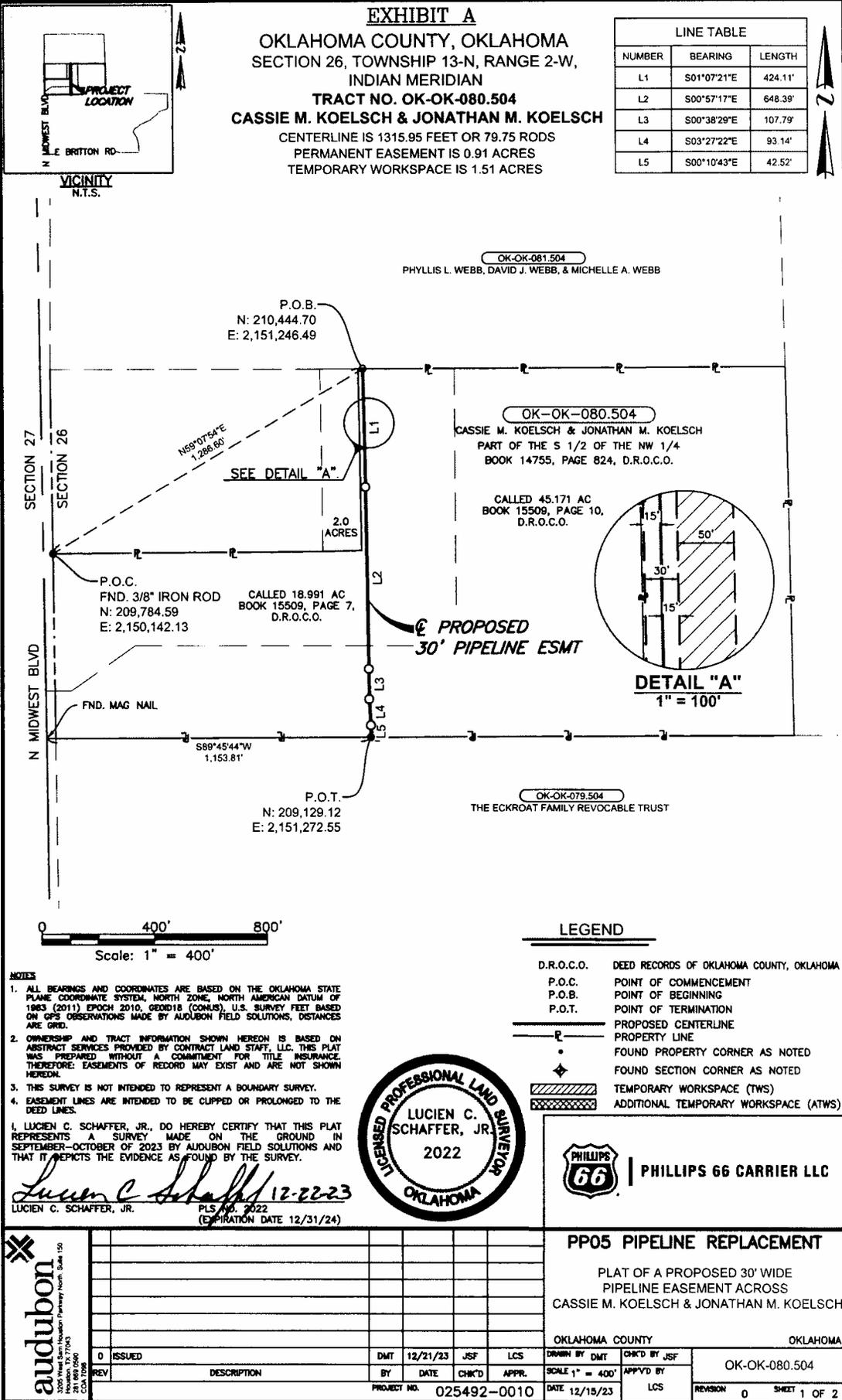


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Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

***ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC***

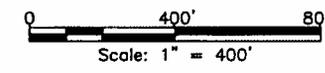
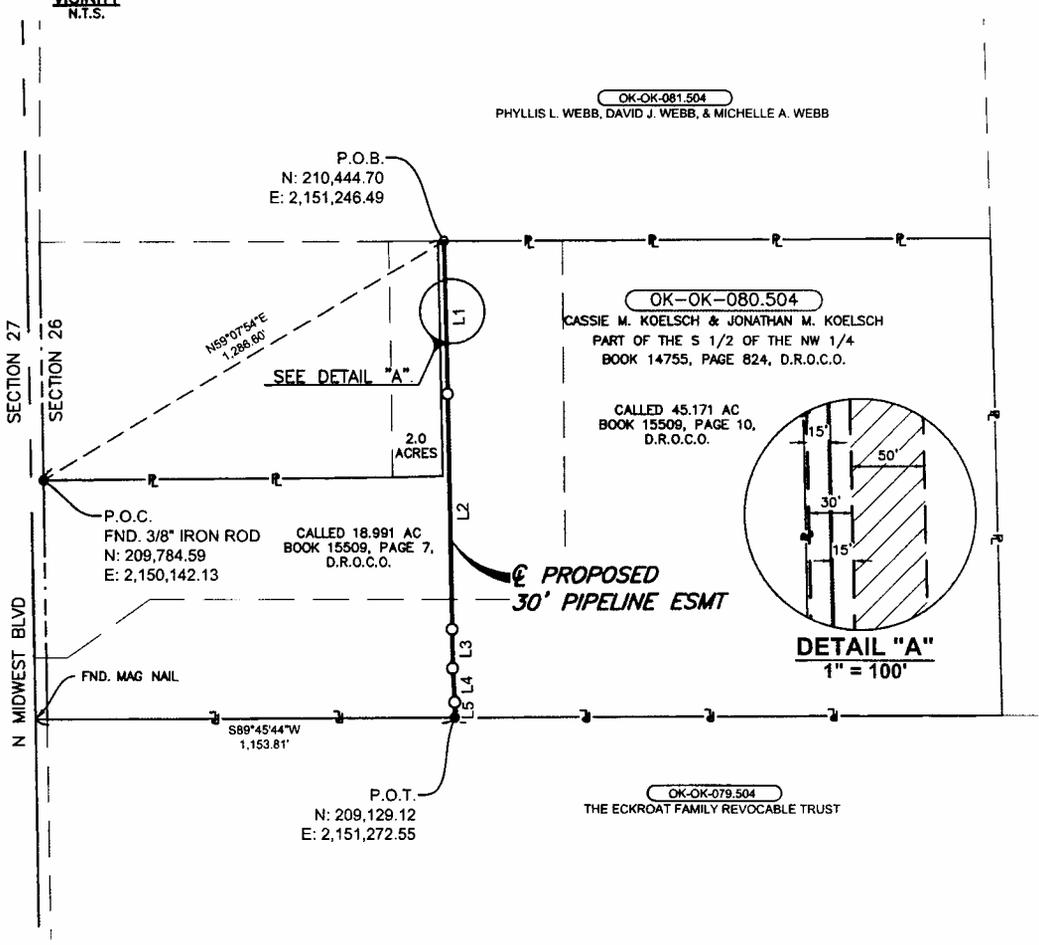
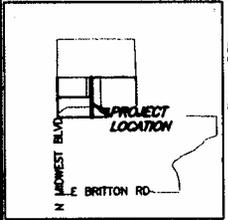
**EXHIBIT A**



**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
 SECTION 26, TOWNSHIP 13-N, RANGE 2-W,  
 INDIAN MERIDIAN  
**TRACT NO. OK-OK-080.504**  
**CASSIE M. KOELSCH & JONATHAN M. KOELSCH**  
 CENTERLINE IS 1315.95 FEET OR 79.75 RODS  
 PERMANENT EASEMENT IS 0.91 ACRES  
 TEMPORARY WORKSPACE IS 1.51 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S01°07'21"E	424.11'
L2	S00°57'17"E	648.39'
L3	S00°38'29"E	107.79'
L4	S03°27'22"E	93.14'
L5	S00°10'43"E	42.52'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GROUND.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REFLECTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-22-23  
 LUCIEN C. SCHAFER, JR. PLS # 2022 (EXPIRATION DATE 12/31/24)



**LEGEND**

D.R.O.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
—	PROPOSED CENTERLINE
—	PROPERTY LINE
•	FOUND PROPERTY CORNER AS NOTED
◆	FOUND SECTION CORNER AS NOTED
▨	TEMPORARY WORKSPACE (TWS)
▩	ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PP05 PIPELINE REPLACEMENT**  
 PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS CASSIE M. KOELSCH & JONATHAN M. KOELSCH



ISSUED	DESCRIPTION	DMT	DATE	JSF	LCS	DRAWN BY	CHK'D BY	APPR.	SCALE	DATE	REVISION	SHEET
0	ISSUED	DMT	12/21/23	JSF	LCS	DMT	CHK'D BY JSF		1" = 400'	12/15/23	0	1 OF 2
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	DATE	APPR.	1" = 400'	12/15/23	0	1 OF 2

OKLAHOMA COUNTY	OKLAHOMA
PROJECT NO. 025492-0010	DATE 12/15/23
OK-OK-080.504	REVISION 0 SHEET 1 OF 2

12/22/2023 8:21:22 AM DANIEL VERBEEK S:\4FS\PROJECTS\1-PLATS\REPLACE\PP05 PIPELINE REPLACEMENT DRONE-03070\_MAPPING\008\_PLATS\OK-OK-080.504\_CASSIE M. KOELSCH & JONATHAN M. KOELSCH.DWG



**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202 _____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

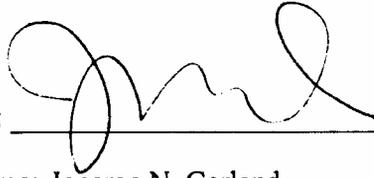
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10”) and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

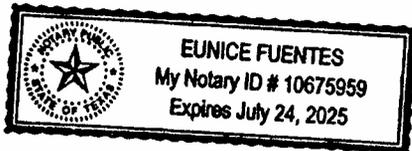
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.

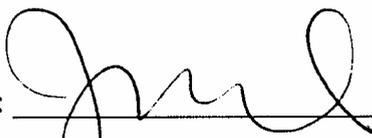


  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

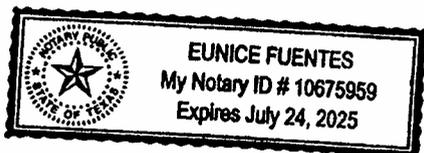
By: 

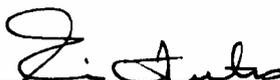
Name: Joharae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

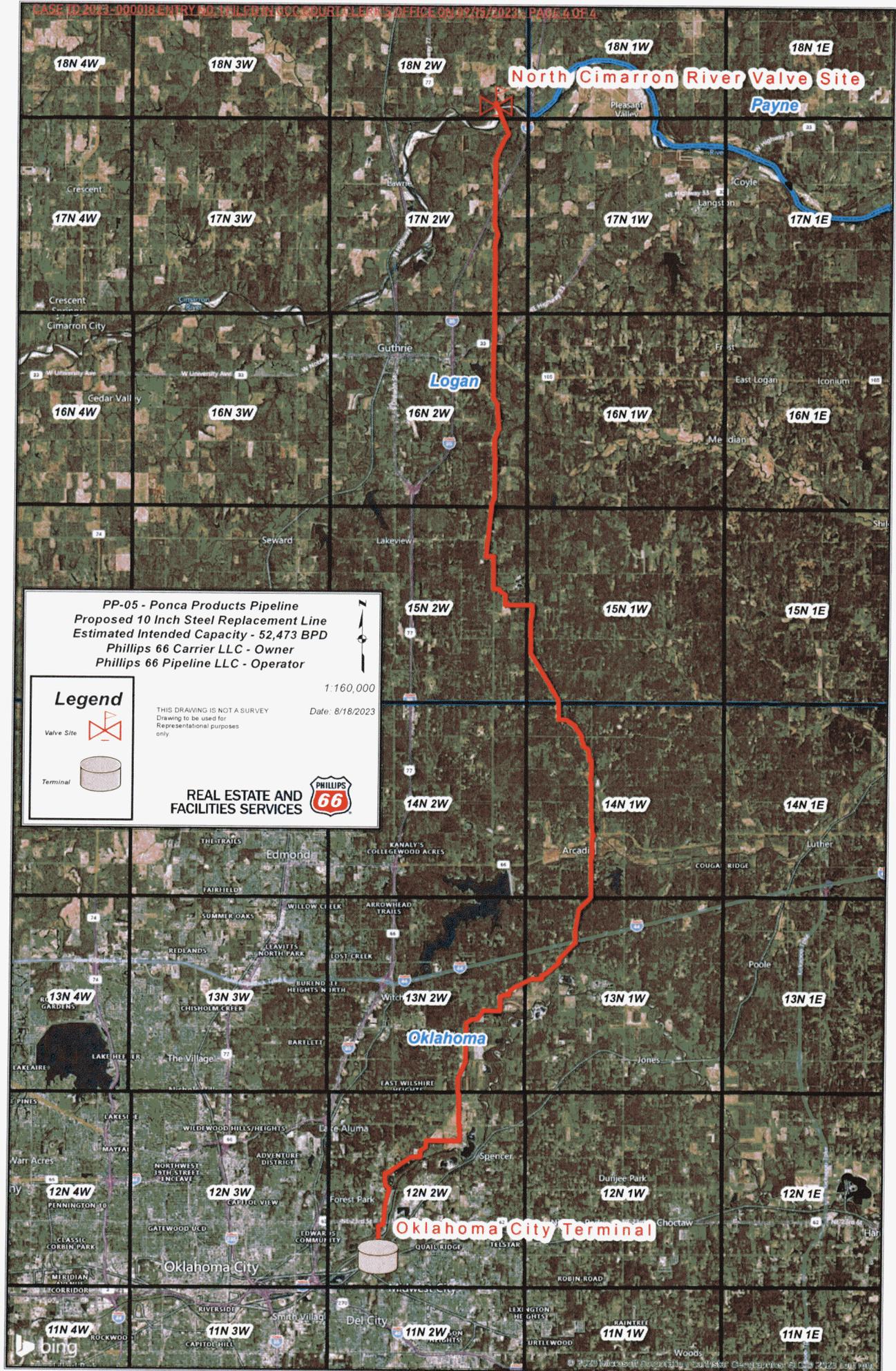
Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
 Date: 8/18/2023

**Legend**

- Valve Site
- Terminal

THIS DRAWING IS NOT A SURVEY  
 Drawing to be used for  
 Representational purposes  
 only

**REAL ESTATE AND FACILITIES SERVICES**

**North Cimarron River Valve Site**

**Logan**

**15N 2W**

**15N 1W**

**15N 1E**

**14N 2W**

**14N 1W**

**14N 1E**

**Oklahoma**

**12N 2W**

**12N 1W**

**12N 1E**

**Oklahoma City Terminal**

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Phyllis L. Webb, a single person, and David J. Webb and Michelle A. Webb, husband and wife as joint tenants and not as tenants in common with right of survivorship, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") do hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one pipeline (the "Pipeline"); above ground valves; appurtenances; cathodic protection equipment for the Pipeline, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines for the Pipeline; electric lines and appurtenances for the Pipeline; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above, including the Pipeline, herein being collectively referred to as "Facilities"), over, through, upon, under and across the Easements, as defined below, located on the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land situated in the North Half of the Northwest Quarter (N/2 NW/4) of Section 26, Township 13 North, Range 2 West, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated March 27, 2014 from Phyllis L. Webb, a single person and David J. Webb and Michelle A. Webb, husband and wife to Phyllis L. Webb, a single person and David J. Webb and Michelle A. Webb, husband and wife, as joint tenants and not as tenants in common with the right of survivorship, recorded in Book 12496, Page 1529, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline, as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein (the "Permanent Easement"), the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "Temporary Easement") as depicted in EXHIBIT "A". Grantee's rights to the Temporary Easement shall terminate upon completion of the initial construction of the Facilities and restoration of the Property. The Permanent Easement and the Temporary Easement are herein referred to as the "Easements."

Grantee's Facilities shall be used for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access, and along roads on Grantor's lands, for

all purposes necessary or incidental to the exercise of the rights herein granted. Grantee shall repair any damage to Grantor's roads caused by Grantee's use.

Grantee shall have the further rights to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted Easements, and shall not be liable to Grantor for damages caused within the Easements by the clearing of same. Except in cases where immediate entry onto the Easements is necessary to protect public health, safety, the environment or the Facilities, Grantee shall provide reasonable notice to Grantor before entering the Property.

Grantor agrees that any payment made hereunder by Grantee for the Easements includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the Easements during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the Easements, and to fences of Grantor caused by Grantee's maintenance, repair or replacement operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Grantee shall bury its pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads. During the initial construction or replacement of the Pipeline, the topsoil will be removed and stored separately from the subsoil. As the Pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Unless instructed otherwise by Grantor, Grantee will remove all excess sub-soil from the Property. Grantee shall have the right to use additional property outside of the Easements that is reasonably needed to separate such topsoil and shall be responsible for any damages to such property caused by Grantee's use. In the event of settlement of the soil over the Pipeline ditch within a period of one year following the completion of initial construction of the Facilities on the Property, Grantee shall, upon Grantor's request, add additional clean fill dirt to bring such settlement areas up to the grade of the adjoining land and reseed the filled areas.

Grantee agrees to install "H" braces on each side of temporary gaps prior to cutting fences on the Property, and shall have the right to use areas adjacent to the Easements for such installation. Grantee shall maintain at all times complete enclosures during any construction, maintenance or repair work on the Easements. All fences or gates of Grantor damaged by Grantee during construction of the Facilities shall be repaired by Grantee at its sole expense, using materials of like kind and quality. Grantee may install a gate in each fence that crosses or borders the Property for Grantee's use in accessing the Easements.

Notwithstanding anything to the contrary herein, Grantee shall cause no above ground appurtenances to be constructed on the Easements, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the Facilities including, without limitation, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the Pipeline changes direction and at any other location required by applicable law, regulation or rule.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the Easements, Grantee shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, including reseeding the same to grass in a reasonable manner, except as the surface may be permanently modified by the use of the Easements.

Grantor may use the Easements for all residential, agricultural, recreational, commercial and industrial purposes; provided that Grantor shall not construct any improvements on, across or within the Easements which would interfere with Grantee's exercise of the rights herein conveyed. Consistent with the foregoing, Grantor may, with the express written consent of Grantee after its review and approval of construction plans, which consent shall not be unreasonably withheld, lay, construct and maintain or grant or convey the right to any other person or legal entity to lay, construct and maintain a pipeline or lines, driveways, streets, highways, gates, fences or any desired utility over and/or through and across (but not along and within) the Easements, so long as (a) the proposed facility does not impair Grantee's rights to use said Easements or impact the safety of the Facilities and (b) such crossings satisfy Grantee's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements.

Grantee agrees to comply, at its sole cost, with all federal, state and local laws, rules and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Facilities.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and stronger or larger reasonably sized pipelines, within the Permanent Easement.

In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of the Easements or the rights and privileges granted herein. Grantor has voluntarily executed this Agreement as a result of negotiations with Grantee.

Grantee shall defend, indemnify, protect and hold harmless Grantor against all third-party claims, demands, costs (including reasonable attorneys' fees and court costs), expenses, damages, losses and causes of action for damages because of injury to persons (including death) and damage to or loss of any property resulting from Grantee's exercise of the rights herein granted, except to the extent such injury, damage or loss is caused by Grantor or Grantor's employees, contractors or agents.

The provisions of this Agreement are to be considered a covenant that runs with the Property, and the terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. This Agreement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Agreement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Agreement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Agreement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 26<sup>th</sup> day of JUNE, 2024 (the "Effective Date").

**GRANTOR**

*David J. Webb*  
David J. Webb

*Michelle A. Webb*  
Michelle A. Webb

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA                   §  
   §  
COUNTY OF OKLAHOMA           §

On this 26<sup>th</sup> day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared David J. Webb who, being by me duly sworn did say that he executed the Agreement, and acknowledged that he executed it as his free act and deed.



*Christopher Beckett*  
NOTARY PUBLIC

My commission expires: 07-30-2027

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA                   §  
   §  
COUNTY OF OKLAHOMA           §

On this 26<sup>th</sup> day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Michelle A. Webb who, being by me duly sworn did say that she executed the Agreement, and acknowledged that she executed it as her free act and deed.



*Christopher Beckett*  
NOTARY PUBLIC

My commission expires: 07-30-2027

GRANTOR

Phyllis L. Webb  
Phyllis L. Webb

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

§  
§  
§

COUNTY OF OKLAHOMA

On this 26<sup>th</sup> day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Phyllis L. Webb, a single person, who, being by me duly sworn did say that she executed the Agreement, and acknowledged that she executed it as her free act and deed.



Christopher Beckett  
NOTARY PUBLIC

My commission expires: 07-30-2027

**GRANTEE**

Phillips 66 Carrier LLC

By: \_\_\_\_\_

William R. Savage  
Its: Attorney-in-Fact

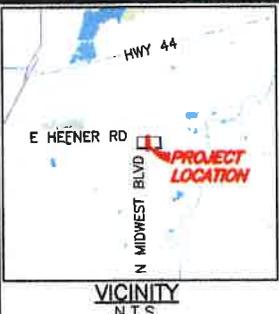
**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON   §

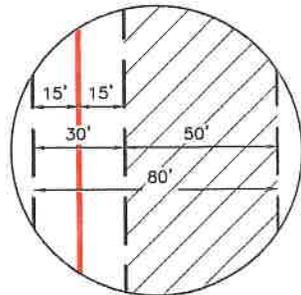
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me \_\_\_\_\_, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Agreement.

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

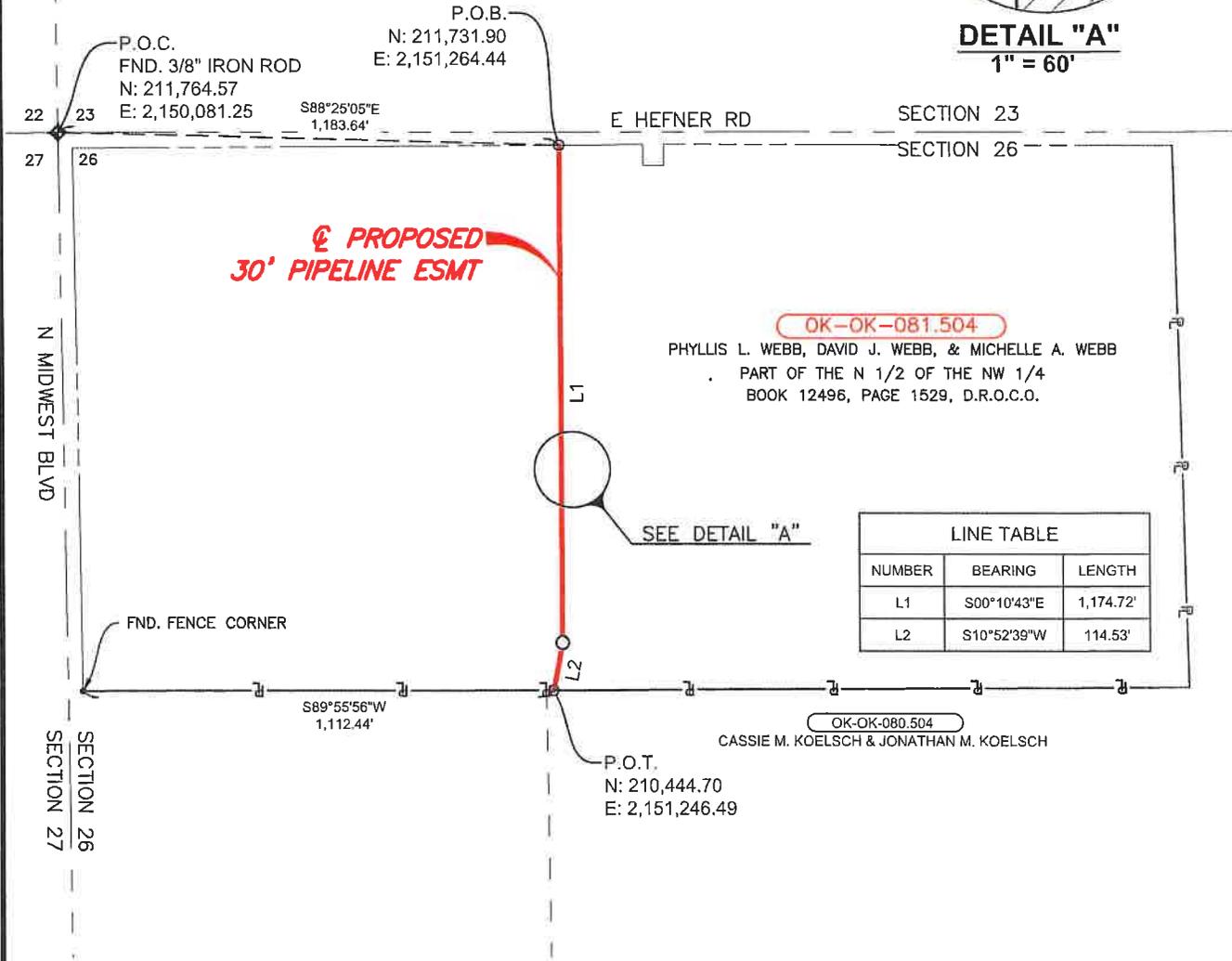
My commission expires: \_\_\_\_\_



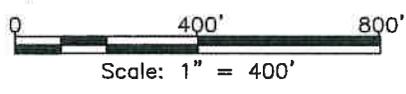
**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 26, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-081.504**  
**PHYLLIS L. WEBB, DAVID J. WEBB, &**  
**MICHELLE A. WEBB**  
 CENTERLINE IS 1,289.25 FEET OR 78.14 RODS  
 PERMANENT EASEMENT IS 0.89 ACRES  
 TEMPORARY WORKSPACE IS 1.48 ACRES



**DETAIL "A"**  
1" = 60'



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°10'43"E	1,174.72'
L2	S10°52'39"W	114.53'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-22-23  
 LUCIEN C. SCHAFFER, JR. PLS NO. 2022 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 PHYLLIS L. WEBB, DAVID J. WEBB, &  
 MICHELLE A. WEBB

OKLAHOMA COUNTY OKLAHOMA



REV	ISSUED	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED		JMG	12/19/23	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	1" = 400'	APP'VD BY	LCS
DATE	12/14/23	REVISION	0
PROJECT NO.	025492-0010	SHEET	1 OF 2

12-22-2023 7:13:57 AM JOSE GONZALEZ S:\LIFE\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870-MAPPING\008\_PLATS\OK-OK-081.504 PHYLLIS L. WEBB, DAVID J. WEBB, & MICHELLE A. WEBB.DWG





CV-2024-1360  
Banner

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 COVEL DEVELOPMENT, L.L.C. A/K/A COVELL )  
 DEVELOPMENT, L.L.C.; )  
 )  
 THE CITY OF OKLAHOMA CITY; )  
 )  
 MERCURY OIL REFINING COMPANY AND ITS )  
 UNKNOWN SUCCESSORS AND ASSIGNS; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

MAY 16 2024

RICK WARREN  
COURT CLERK

41 \_\_\_\_\_

Case No. **CV - 2024 - 1360**

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendant Covell Development, L.L.C. a/k/a Covell Development, L.L.C., an Oklahoma limited liability company, owns in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the “Property”).

3. Upon information and belief, Defendant The City of Oklahoma City, a municipal corporation, claims some right, title or interest in and to the Property pursuant to a Report of Commissioners filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 4430, Page 657.

4. Upon information and belief, Defendant Mercury Oil Refining Company, a Michigan corporation, claims some right, title or interest in and to the Property pursuant to a Right of Way Grant – Pipeline filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 1320, Page 397. Mercury Oil Refining Company may also have unknown successors and assigns who claim some right, title or interest in and to the Property.

5. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

6. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

7. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

8. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined

petroleum products and commercial products, and appurtenances (collectively referred to as the “Facilities”) upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

9. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 139.09 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

10. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30’) in width with the intent of it being fifteen feet (15’) on either side of the centerline description set forth on Exhibit A (the “Permanent Easement”) (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

11. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff’s exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

12. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 2.56 acres (the “Temporary Easement”), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through,

upon, under and across the Property and to restore the Property as provided herein. The term of the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

13. The Permanent Easement and Temporary Easement are referred to collectively herein as the "Easements."

14. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

15. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy

Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

16. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

17. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

18. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

19. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly

as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

20. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

21. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

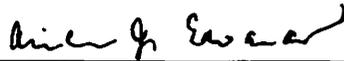
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 15<sup>th</sup> day of May, 2024.

Respectfully submitted,

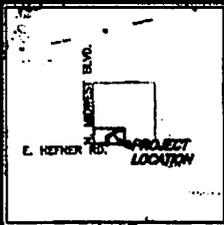


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Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

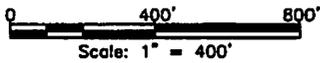
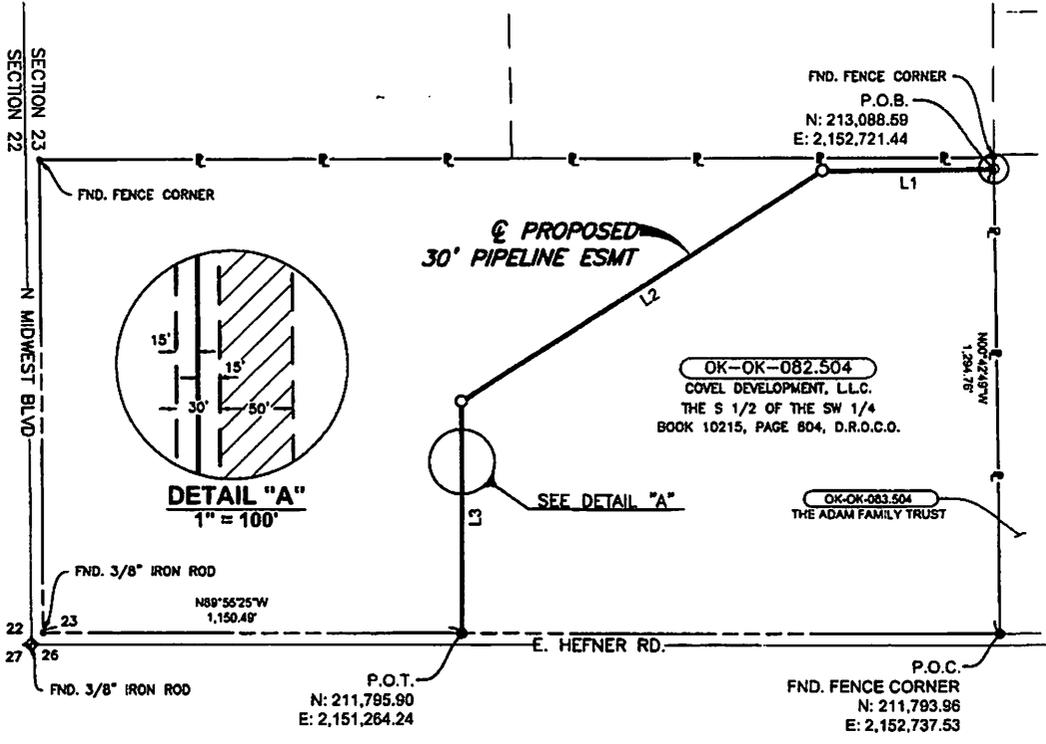
**EXHIBIT A**



VICINITY  
N.T.S.

**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 23, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-082.504**  
**COVEL DEVELOPMENT, L.L.C.**  
 CENTERLINE IS 2,294.98 FEET OR 139.09 RODS  
 PERMANENT EASEMENT IS 1.58 ACRES  
 TEMPORARY WORKSPACE IS 2.56 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°32'16"W	469.24'
L2	S56°56'18"W	1,181.25'
L3	S00°10'43"E	644.49'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GCSNAD83 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY ALDUBSON FIELD SOLUTIONS. DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY ALDUBSON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.
- Lucien C. Schaffer* 5-8-24  
 LUCIEN C. SCHAFFER, JR. PLS # 2022 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS COVEL DEVELOPMENT, L.L.C.



REV	DESCRIPTION	BY	DATE	CHKD	APPR.
1	REVISED PER CLIENT COMMENTS	JMS	05/07/24	JSF	LCS
0	ISSUED	AMR	01/03/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY AMR	CHKD BY JSF	OK-OK-082.504	
SCALE 1" = 400'	APPROV BY LCS	REVISION	SHEET 1 OF 2
PROJECT NO. 025492-0010	DATE 12/14/23		

S:\2024\AM JOSE\025492-0010 - PP05 PIPELINE REPLACEMENT\DRONE-01870\_MAPPING\003\_PLATS\OK-OK-082.504\_COVEL DEVELOPMENT, L.L.C.DWG



**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202_____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and termining of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

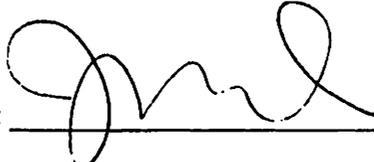
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

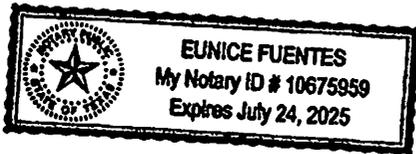
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



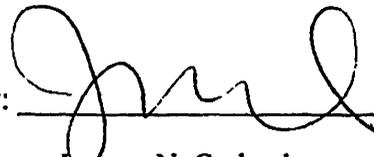


Eunice Fuentes  
Notary Public

My Commission Expires:

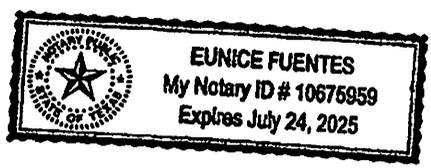
July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

By:   
Name: Jenarae N. Garland  
Title: Vice President and Secretary

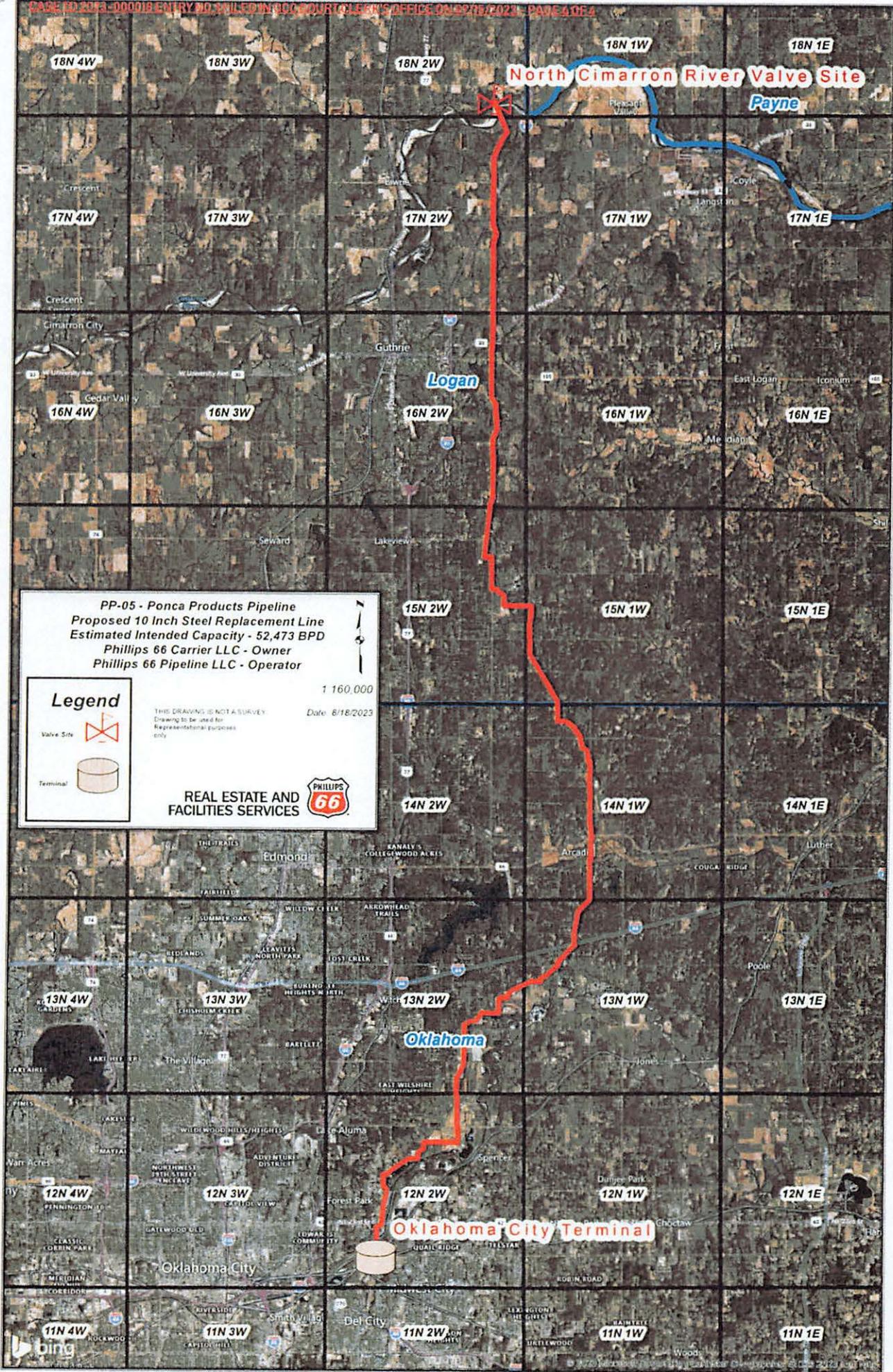
STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:  
July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
 THIS DRAWING IS NOT A SURVEY  
 Drawing to be used for  
 Representational purposes  
 only  
 Date: 8/18/2023

**Legend**

- Valve Site
- Terminal

**REAL ESTATE AND FACILITIES SERVICES**



CV-2024-1330  
Dishman

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ADAM FAMILY TRUST DATED THE 1ST DAY )  
 OF JULY, 1993; )  
 )  
 BETTY L. ADAM, TRUSTEE OF THE ADAM )  
 FAMILY TRUST DATED THE 1ST DAY OF JULY, )  
 1993; )  
 )  
 MEARL L. ADAM, TRUSTEE OF THE ADAM )  
 FAMILY TRUST DATED THE 1ST DAY OF JULY, )  
 1993; )  
 )  
 TED ECKROAT; )  
 )  
 BRANDY LYNN YELTON; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAY 15 2024

RICK WARREN  
COURT CLERK

41 \_\_\_\_\_

CV - 2024 - 1330  
Case No. \_\_\_\_\_

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority

under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendant Adam Family Trust dated the 1st day of July, 1993, owns in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the "Property"), and Betty L. Adam and Mearl L. Adam are the current trustees of the Trust.

3. Upon information and belief, Defendant Ted Eckroat claims some right, title or interest in and to the Property as a tenant on the Property.

4. Upon information and belief, Defendant Brandy Lynn Yelton, as the successor-in-interest to Don Yelton, claims some right, title or interest in and to the Property pursuant to a Grant of Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 11419, Page 1692.

5. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

6. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

7. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

8. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined

petroleum products and commercial products, and appurtenances (collectively referred to as the "Facilities") upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

9. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 127.81 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

10. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30') in width with the intent of it being fifteen feet (15') on either side of the centerline description set forth on Exhibit A (the "Permanent Easement") (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

11. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff's exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

12. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 2.49 acres (the "Temporary Easement"), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through,

upon, under and across the Property and to restore the Property as provided herein. The term of the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

13. The Permanent Easement and Temporary Easement are referred to collectively herein as the "Easements."

14. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

15. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy

Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

16. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

17. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

18. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

19. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly

as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

20. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

21. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

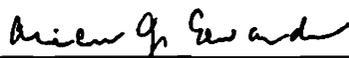
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 14<sup>th</sup> day of May, 2024.

Respectfully submitted,

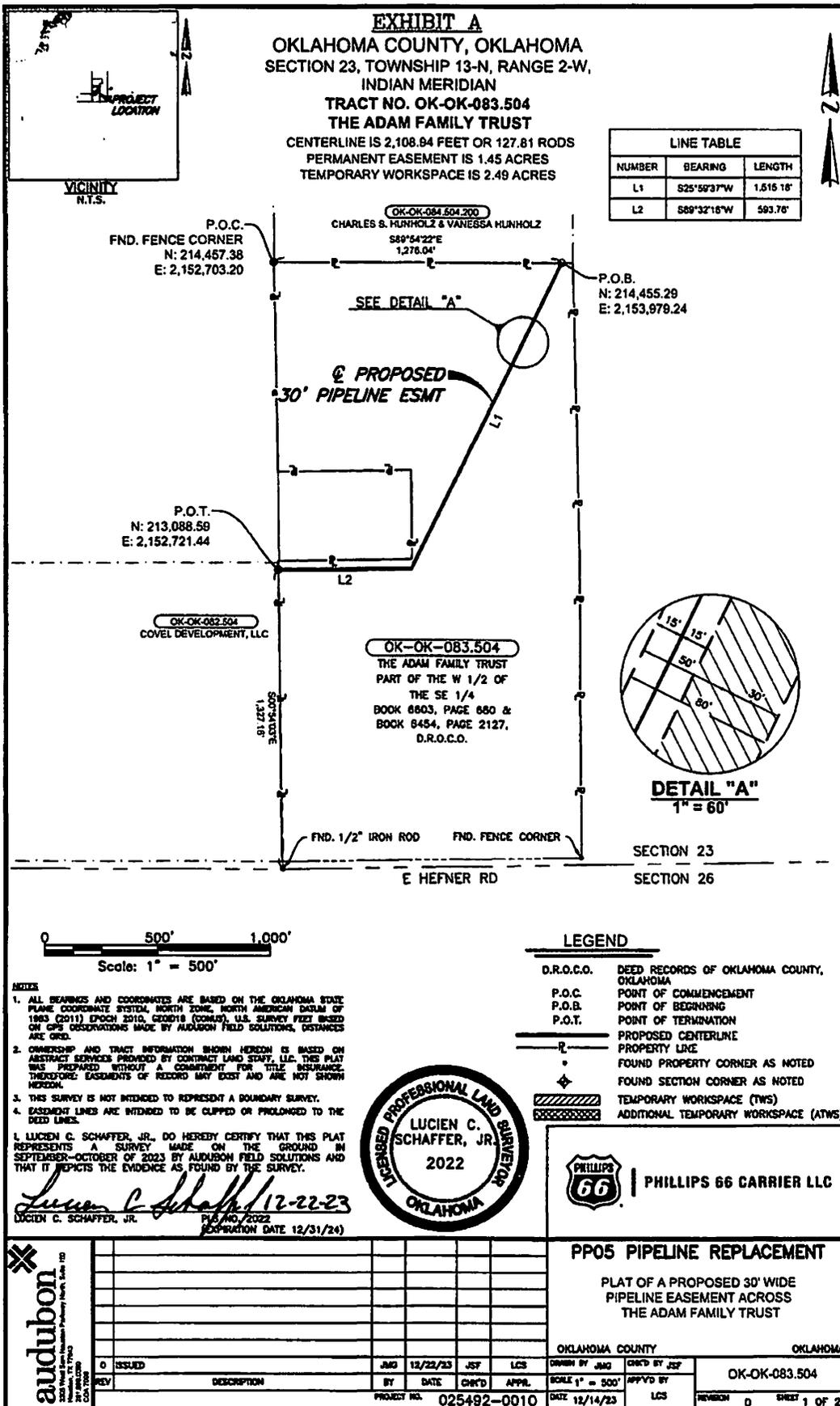


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Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

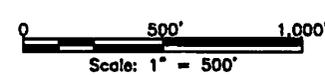
**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

**EXHIBIT A**



**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 23, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-083.504**  
**THE ADAM FAMILY TRUST**  
 CENTERLINE IS 2,108.94 FEET OR 127.81 RODS  
 PERMANENT EASEMENT IS 1.45 ACRES  
 TEMPORARY WORKSPACE IS 2.49 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S25°59'37"W	1,515.18'
L2	S89°32'18"W	593.78'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GSD.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REFLECTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-22-23  
 LUCIEN C. SCHAFER, JR. PLS. NO. 7022 EXPIRATION DATE 12/31/24



**LEGEND**

D.R.O.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
—	PROPOSED CENTERLINE
—	PROPERTY LINE
*	FOUND PROPERTY CORNER AS NOTED
◆	FOUND SECTION CORNER AS NOTED
▨	TEMPORARY WORKSPACE (TWS)
▩	ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS THE ADAM FAMILY TRUST



O		ISSUED		JMG		12/22/23		JST		LCS		DRAWN BY		JMG		CREATED BY		JST		OKLAHOMA COUNTY		OKLAHOMA	
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	1" = 500'	APPROVED BY	LCS	DATE	12/14/23	REVISION	D	SHEET	1	OF	2						

PROJECT NO. 025492-0010

12.22.2023 11:28:26 AM JUDGE FISHER: S:\455\PROJECTS\PHILLIPS\_50\PP05\LINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870\_MAPPING\008\_PLATS\OK-OK-083.504 THE ADAM FAMILY TRUST.DWG

**OK-OK-083.504  
THE ADAM FAMILY TRUST**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO THE ADAM FAMILY TRUST, AS RECORDED IN BOOK 6603, PAGE 680 & BOOK 6454, PAGE 2127, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE W 1/2 OF THE SE 1/4 IN SECTION 23, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A FENCE CORNER FOUND AT THE NORTHWEST CORNER OF SAID THE ADAM FAMILY TRUST TRACT;

THENCE, SOUTH 89°54'22" EAST, A DISTANCE OF 1,276.04 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID THE ADAM FAMILY TRUST TRACT;

THENCE, SOUTH 25°59'37" WEST, A DISTANCE OF 1,515.18 FEET TO A POINT;

THENCE, SOUTH 89°32'16" WEST, A DISTANCE OF 593.76 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID THE ADAM FAMILY TRUST TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, BEARS SOUTH 00°54'03" EAST, A DISTANCE OF 1,327.16 FEET, FOR A TOTAL CENTERLINE LENGTH OF 2,108.94 FEET OR 127.81 RODS, AND CONTAINING 1.45 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 2.49 ACRES, MORE OR LESS.

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE DEC.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, L.L.C. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

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*Lucien C. Schaffer, Jr.* 12-22-23  
LUCIEN C. SCHAFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
THE ADAM FAMILY TRUST

OKLAHOMA COUNTY		OKLAHOMA
ISSUED	JAN 12/22/23 JSF LCS	OK-OK-083.504
REV	BY DATE CHK'D APPR.	DATE 12/14/23
PROJECT NO. 025492-0010		REVISION 0 SHEET 2 OF 2



12.22.2023 1:28:26 AM JACOB FISHER S:\AS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01970\_MAPPING\008\_PLATS\OK-OK-083.504 THE ADAM FAMILY TRUST.DWG

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202 _____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

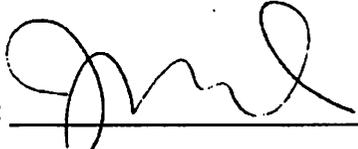
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

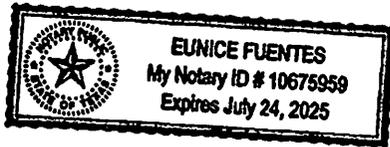
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS        )  
                                  ) ss.  
COUNTY OF HARRIS    )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.

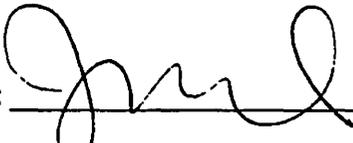


  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

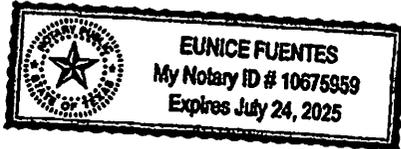
By: 

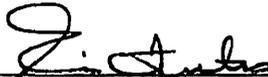
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
Date: 8/18/2023

**Legend**

- Valve Site
- Terminal

THIS DRAWING IS NOT A SURVEY.  
Drawing to be used for  
Representational purposes  
only.

**REAL ESTATE AND  
FACILITIES SERVICES**



2024021401018633 B: 15674 P: 811

02/14/2024 11:01:52 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



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*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

---

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **February 7, 2024**

Grantor(s): **Charles S. Hunholz and Vanessa Hunholz of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land situated in the S/2 NE/4 of Section 23, T13N, R2W, Oklahoma County, Oklahoma, being more particularly described in that certain Joint Tenancy Warranty Deed dated March 31, 1997, from Larry Toombs, a single person, to Charles S. Hunholz and Vanessa Hunholz, recorded in Volume 7053, Page 1126, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

17/30

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Charles S. Hunholz and Vanessa Hunholz, as joint tenants and not as tenants in common with full rights of survivorship, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") do hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land situated in the S/2 NE/4 of Section 23, T13N, R2W, Oklahoma County, Oklahoma, being more particularly described in that certain Joint Tenancy Warranty Deed dated March 31, 1997, from Larry Toombs, a single person, to Charles S. Hunholz and Vanessa Hunholz, recorded in Volume 7053, Page 1126, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

In the event of any excavation within the easement including, but not limited to, installation and construction of the pipeline(s), or in the event of removal of the pipeline(s) herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Unless instructed otherwise by Grantor, Grantee will remove all excess sub-soil from the Property. Grantee shall have the right to use additional property outside of the easement that is reasonably needed to separate such topsoil.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 7<sup>th</sup> day of February, 2024 (the "Effective Date").

**GRANTOR**

Charles S. Hunholz  
Charles S. Hunholz

Vanessa Hunholz  
Vanessa Hunholz

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF oklahoma   §

On this 7<sup>th</sup> day of February, 2024, before me Tate Walker, the undersigned officer, personally appeared Charles S. Hunholz who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.

Tate Walker  
NOTARY PUBLIC

My commission expires: 09/20/27



**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF oklahoma   §

On this 7<sup>th</sup> day of February, 2024, before me Tate Walker, the undersigned officer, personally appeared Vanessa Hunholz who, being by me duly sworn did say that she executed the Easement, and acknowledged that she executed it as her free act and deed.

Tate Walker  
NOTARY PUBLIC

My commission expires: 09/20/27



**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 9<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Erik Winter Bates*  
NOTARY PUBLIC

My commission expires: 10/03/27



**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
SECTION 23, TOWNSHIP 13-N, RANGE 2-W,  
INDIAN MERIDIAN

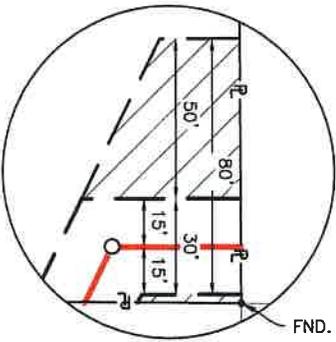
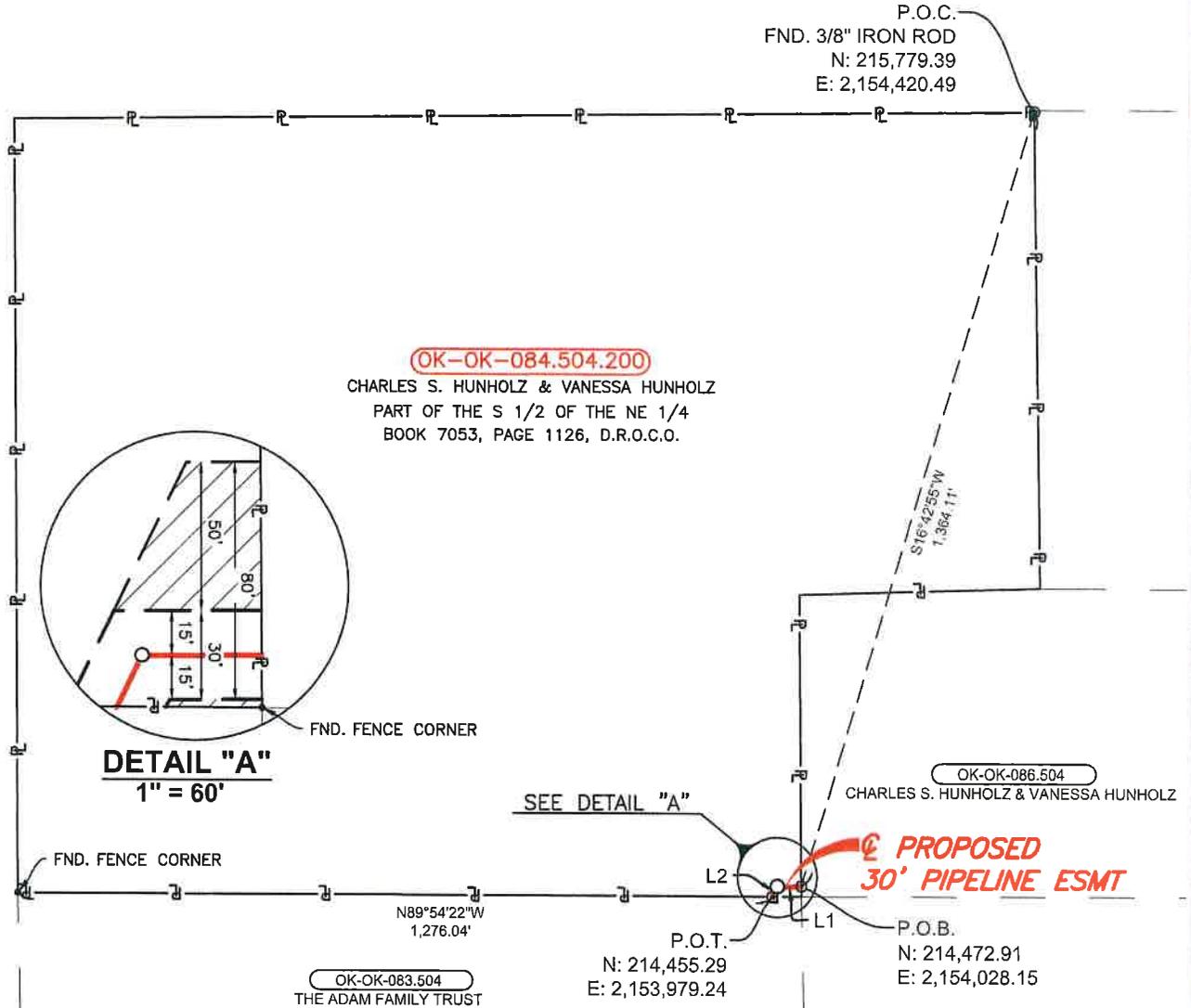
**TRACT NO. OK-OK-084.504.200**  
**CHARLES S. HUNHOLZ & VANESSA HUNHOLZ**

CENTERLINE IS 59.79 FEET OR 3.62 RODS  
PERMANENT EASEMENT IS 0.04 ACRES  
TEMPORARY WORKSPACE IS 0.04 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°42'36"W	40.41'
L2	S25°59'37"W	19.38'



VICINITY  
N.T.S.



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 12-20-23  
LUCIEN C. SCHAFFER, JR. FLS NO. 2022  
(EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FND. PROPERTY CORNER AS NOTED
- FND. SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
CHARLES S. HUNHOLZ & VANESSA HUNHOLZ

OKLAHOMA COUNTY OKLAHOMA

REV	DESCRIPTION	JMG	DATE	JSF	LCS
0	ISSUED	JMG	12/18/23	JSF	LCS
		BY	DATE	CHK'D	APPR.

DRAWN BY JMG	CHK'D BY JSF	OK-OK-084.504.200
SCALE 1" = 300'	APP'VD BY	
DATE 12/14/23	LCS	REVISION 0 SHEET 1 OF 2

PROJECT NO. 025492-0010



12.20.2023 10:08:37 AM JOSE GONZALEZ S:\AES\PROJECTS\PHILLIPS\PP05 PIPELINE REPLACEMENT DRONE-01870\_MAPPING\008\_PLATS\OK-OK-084.504.200 CHARLES S. HUNHOLZ & VANESSA HUNHOLZ DWG

**OK-OK-084.504.200**  
**CHARLES S. HUNHOLZ & VANESSA HUNHOLZ**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO CHARLES S. HUNHOLZ AND VANESSA HUNHOLZ, AS RECORDED IN BOOK 7053, PAGE 1126, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE S 1/2 OF THE NE 1/4 IN SECTION 23, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A 3/8-INCH IRON ROD FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID CHARLES S. HUNHOLZ AND VANESSA HUNHOLZ TRACT;

THENCE, SOUTH 16°42'55" WEST, A DISTANCE OF 1,364.11 FEET TO THE **POINT OF BEGINNING** ON THE MOST SOUTHERLY EAST LINE OF SAID CHARLES S. HUNHOLZ AND VANESSA HUNHOLZ TRACT;

THENCE, SOUTH 89°42'36" WEST, A DISTANCE OF 40.41 FEET TO A POINT;

THENCE, SOUTH 25°59'37" WEST, A DISTANCE OF 19.38 FEET TO THE **POINT OF TERMINATION** ON THE SOUTH LINE OF SAID CHARLES S. HUNHOLZ AND VANESSA HUNHOLZ TRACT, FROM WHICH A FENCE CORNER FOUND AT THE SOUTHWEST CORNER OF SAID CHARLES S. HUNHOLZ AND VANESSA HUNHOLZ TRACT, BEARS NORTH 89°54'22" WEST, A DISTANCE OF 1,276.04 FEET, FOR A TOTAL CENTERLINE LENGTH OF 59.79 FEET OR 3.62 RODS, AND CONTAINING 0.04 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.04 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER–OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 12-2023  
 LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
 (EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS CHARLES S. HUNHOLZ & VANESSA HUNHOLZ

OKLAHOMA COUNTY OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	12/18/23	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	LCS
DATE	12/14/23	PROJECT NO.	025492-0010
REVISION	0	SHEET	2 OF 2

2024021401018634 B: 15674 P: 818

02/14/2024 11:01:52 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **February 7, 2024**

Grantor(s): **Charles S. Hunholz and Vanessa Hunholz of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC** *W1*  
**Attention: Real Estate Manager**  
**P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land situated in the S/2 NE/4 of S23, T13N, R2W of the Indian Meridian, Oklahoma County, Oklahoma, and being more particularly described in that certain Joint Tenancy Warranty Deed dated March 31, 1997 from Larry Toombs, a single person to Charles S. Hunholz and Vanessa Hunholz, as joint tenants and not as tenants in common with full rights of survivorship, recorded in Book 7053, Page 1122, Deeds Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

*7/20*

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Charles S. Hunholz and Vanessa Hunholz, as joint tenants and not as tenants in common with full rights of survivorship, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") do hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land situated in the S/2 NE/4 of Section 23, T13N, R2W of the Indian Meridian, Oklahoma County, Oklahoma, and being more particularly described in that certain Joint Tenancy Warranty Deed dated March 31, 1997 from Larry Toombs, a single person to Charles S. Hunholz and Vanessa Hunholz, as joint tenants and not as tenants in common with full rights of survivorship, recorded in Book 7053, Page 1122, Deeds Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

In the event of any excavation within the easement including, but not limited to, installation and construction of the pipeline(s), or in the event of removal of the pipeline(s) herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Unless instructed otherwise by Grantor, Grantee will remove all excess sub-soil from the Property. Grantee shall have the right to use additional property outside of the easement that is reasonably needed to separate such topsoil.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 7<sup>th</sup> day of February, 2024 (the "Effective Date").

**GRANTOR**

Charles S. Hunholz  
Charles S. Hunholz

Vanessa Hunholz  
Vanessa Hunholz

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF oklahoma       §

On this 7<sup>th</sup> day of February, 2024, before me Tate Walker, the undersigned officer, personally appeared Charles S. Hunholz who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.

Tate Walker  
NOTARY PUBLIC

My commission expires: 09/20/27



**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF oklahoma       §

On this 7<sup>th</sup> day of February, 2024, before me Tate Walker, the undersigned officer, personally appeared Vanessa Hunholz who, being by me duly sworn did say that she executed the Easement, and acknowledged that she executed it as her free act and deed.

Tate Walker  
NOTARY PUBLIC

My commission expires: 09/20/27



**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

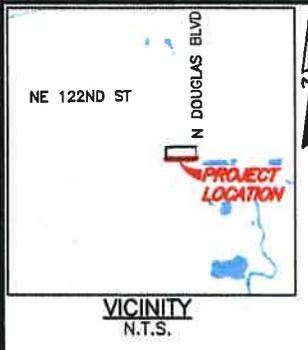
STATE OF OKLAHOMA   §  
  §  
COUNTY OF WASHINGTON §

On this 9<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Erik Winter Bates*  
NOTARY PUBLIC

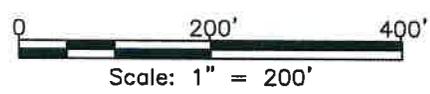
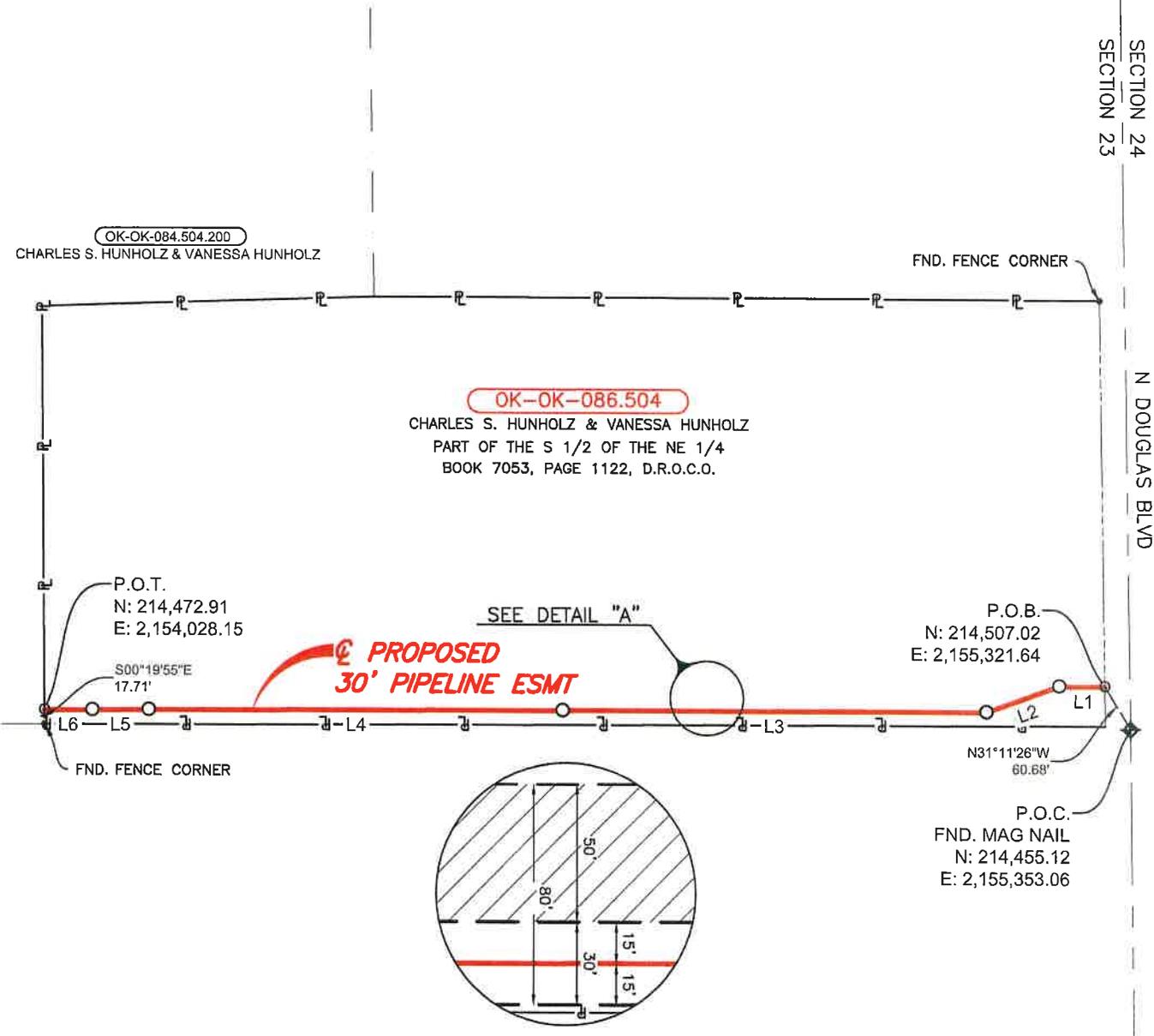
My commission expires: 10/03/27





**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 23, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-086.504**  
**CHARLES S. HUNHOLZ & VANESSA**  
**HUNHOLZ**  
 CENTERLINE IS 1,299.05 FEET OR 78.73 RODS  
 PERMANENT EASEMENT IS 0.89 ACRES  
 TEMPORARY WORKSPACE IS 1.49 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N89°47'21"W	55.41'
L2	S70°12'39"W	93.91'
L3	S89°55'36"W	517.09'
L4	S89°52'46"W	505.75'
L5	S89°35'02"W	68.62'
L6	S89°42'36"W	58.27'



**DETAIL "A"**  
1" = 60'

**LEGEND**

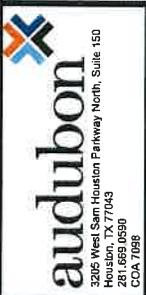
- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

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- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 12-20-23  
 LUCIEN C. SCHAFFER, JR. PLS NO. 2022 (EXPIRATION DATE 12/31/24)



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	12/18/23	JSF	LCS

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS CHARLES S. HUNHOLZ & VANESSA HUNHOLZ

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY JMG    CHK'D BY JSF  
 SCALE 1" = 200'    APP'VD BY  
 DATE 12/14/23    LCS

OK-OK-086.504  
 REVISION 0    SHEET 1 OF 2

12.20.2023 10:50:22 AM JOSE GONZALEZ S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\B70\_MAPPING\009\_PLATS\OK-OK-086.504 CHARLES S. HUNHOLZ & VANESSA HUNHOLZ.DWG

**OK-OK-086.504  
CHARLES S. HUNHOLZ & VANESSA HUNHOLZ**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO CHARLES S. HUNHOLZ & VANESSA HUNHOLZ, AS RECORDED IN BOOK 7053, PAGE 1122, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE S 1/2 OF THE NE 1/4 IN SECTION 23, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A MAG NAIL FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE, NORTH 31°11'26" WEST, A DISTANCE OF 60.68 FEET TO THE **POINT OF BEGINNING** ON THE WEST RIGHT-OF-WAY LINE OF N DOUGLAS BLVD;

THENCE, NORTH 89°47'21" WEST, A DISTANCE OF 55.41 FEET TO A POINT;

THENCE, SOUTH 70°12'39" WEST, A DISTANCE OF 93.91 FEET TO A POINT;

THENCE, SOUTH 89°55'36" WEST, A DISTANCE OF 517.09 FEET TO A POINT;

THENCE, SOUTH 89°52'46" WEST, A DISTANCE OF 505.75 FEET TO A POINT;

THENCE, SOUTH 89°35'02" WEST, A DISTANCE OF 68.62 FEET TO A POINT;

THENCE, SOUTH 89°42'36" WEST, A DISTANCE OF 58.27 FEET TO THE **POINT OF TERMINATION** ON THE WEST LINE OF SAID CHARLES S. HUNHOLZ & VANESSA HUNHOLZ TRACT, FROM WHICH A FENCE CORNER FOUND AT THE SOUTHWEST CORNER OF SAID CHARLES S. HUNHOLZ & VANESSA HUNHOLZ TRACT, BEARS SOUTH 00°19'55" EAST, A DISTANCE OF 17.71 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,299.05 FEET OR 78.73 RODS, AND CONTAINING 0.89 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.49 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
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I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 12-20-23  
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
CHARLES S. HUNHOLZ & VANESSA HUNHOLZ

OKLAHOMA COUNTY

OKLAHOMA

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	DATE
0	ISSUED	JMG	12/18/23	JSF	LCS			

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	
DATE	12/14/23	LCS	
PROJECT NO.	025492-0010	REVISION	0
		SHEET	2 OF 2



12.20.2023 10:50:24 AM JOSE GONZALEZ S:\AFS\PROJECTS\PHILLIPS\66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870\_MAPPING\008\_PLATS\OK-OK-086.504 CHARLES S. HUNHOLZ & VANESSA HUNHOLZ.DWG

2024021401018635 B: 15674 P: 825

02/14/2024 11:01:52 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **January 24, 2024**

Grantor(s): **Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation of Oklahoma County, Oklahoma**

Grantee(s): Phillips 66 Carrier, LLC

Mailing Address(s): Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959

Legal Description: **That certain tract of land situated in the W/2 S/2 NW/4 of S24, T13N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated August 30, 2013 from John W. Eckroat, a single person to Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation, recorded in Book 12350, Page 475, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

7/20

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land situated in the W/2 S/2 NW/4 of S24, T13N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated August 30, 2013 from John W. Eckroat, a single person to Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation, recorded in Book 12350, Page 475, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's

timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 24 day of January, 2024 (the "Effective Date").

**GRANTOR**

Royalty Management Insurance Company, LTD., a Sac  
and Fox Nation Corporation

John Sheperd  
John W. Sheperd  
Director

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF Logan           §

On this 24 day of January, 2024, before me Michael Rowe,  
the undersigned officer, personally appeared John Sheperd, known to me  
(or satisfactorily proven) to be the person whose name is subscribed as John Sheperd of  
Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation that executed the  
Easement, and acknowledged said Easement to be the free and voluntary act and deed of said  
corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized  
to execute said Easement.



Michael Rowe  
NOTARY PUBLIC

My commission expires: 8/17/2027

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
§  
COUNTY OF WASHINGTON §

On this *9th* day of *February*, 2024, before me *ERIK WINTER BATES*, the undersigned officer, personally appeared *William R. Savage*, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Erik Winter Bates*  
NOTARY PUBLIC

My commission expires: *10/03/27*



**EXHIBIT A**

**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 24, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**

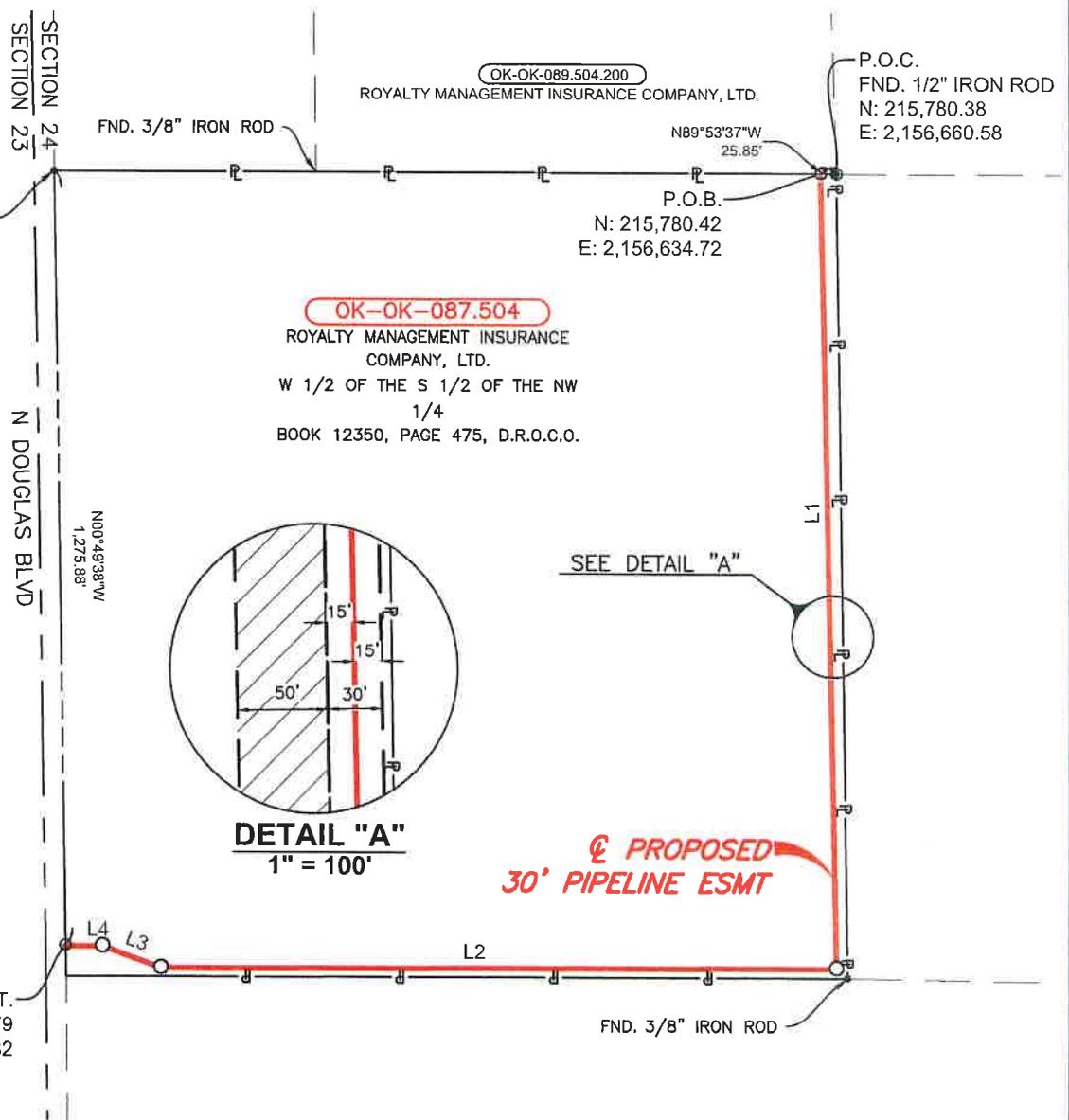
**TRACT NO. OK-OK-087.504**  
**ROYALTY MANAGEMENT INSURANCE**  
**COMPANY, LTD.**

CENTERLINE IS 2,589.93 OR 156.97 RODS  
 PERMANENT EASEMENT IS 1.78 ACRES  
 TEMPORARY WORKSPACE IS 2.88 ACRES

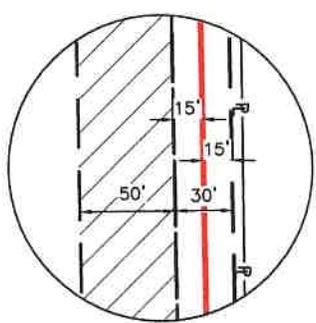
LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S01°09'29"E	1,307.73'
L2	S89°53'41"W	1,118.07'
L3	N69°47'21"W	103.22'
L4	N89°47'21"W	60.91'



VICINITY  
N.T.S.



**OK-OK-087.504**  
 ROYALTY MANAGEMENT INSURANCE  
 COMPANY, LTD.  
 W 1/2 OF THE S 1/2 OF THE NW  
 1/4  
 BOOK 12350, PAGE 475, D.R.O.C.O.



**DETAIL "A"**  
 1" = 100'

**PROPOSED 30' PIPELINE ESMT**

**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



- NOTES**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 12-22-23  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	AMR	12/18/23	JSF	LCS

**PP05 PIPELINE REPLACEMENT**  
 PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ROYALTY MANAGEMENT INSURANCE COMPANY, LTD.

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY AMR	CHK'D BY JSF	OK-OK-087.504
SCALE 1" = 300'	APP'VD BY LCS	
DATE 12/14/23	REVISION 0	SHEET 1 OF 2

12.22.2023 10:46:32 AM ANA RODRIGUEZ \\AUDUBON-ENGINEERING.COM\SHARED\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870\_MAPPING\008\_PLATS\OK-OK-087.504 ROYALTY MANAGEMENT INSURANCE COMPANY LTD.DWG

**OK-OK-087.504**  
**ROYALTY MANAGEMENT INSURANCE COMPANY, LTD.**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO ROYALTY MANAGEMENT INSURANCE COMPANY, LTD., AS RECORDED IN BOOK 12350, PAGE 475, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING THE WEST 1/2 OF THE S 1/2 OF THE NW 1/4 IN SECTION 24, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID ROYALTY MANAGEMENT INSURANCE COMPANY, LTD. TRACT;

THENCE, NORTH 89°53'37" WEST, A DISTANCE OF 25.85 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID ROYALTY MANAGEMENT INSURANCE COMPANY, LTD. TRACT;

THENCE, SOUTH 01°09'29" EAST, A DISTANCE OF 1,307.73 FEET TO A POINT;

THENCE, SOUTH 89°53'41" WEST, A DISTANCE OF 1,118.07 FEET TO A POINT;

THENCE, NORTH 69°47'21" WEST, A DISTANCE OF 103.22 FEET TO A POINT;

THENCE, NORTH 89°47'21" WEST, A DISTANCE OF 60.91 FEET TO THE POINT OF TERMINATION ON THE EAST RIGHT-OF-WAY LINE OF N. DOUGLAS BLVD, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE INTERSECTION OF THE NORTH LINE OF SAID ROYALTY MANAGEMENT INSURANCE COMPANY, LTD. TRACT AND EAST RIGHT-OF-WAY LINE OF SAID N. DOUGLAS BLVD, BEARS NORTH 00°49'38" WEST, A DISTANCE OF 1,275.88 FEET, FOR A TOTAL CENTERLINE LENGTH OF 2,589.93 FEET OR 156.97 RODS, AND CONTAINING 1.78 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 2.88 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
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*Lucien C Schaffer* 12-22-23  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ROYALTY MANAGEMENT INSURANCE COMPANY, LTD.

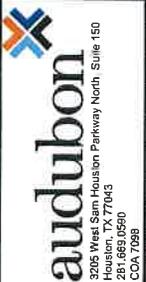
OKLAHOMA COUNTY

OKLAHOMA

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	AMR	12/18/23	JSF	LCS

DRAWN BY	AMR	CHK'D BY	JSF	OK-OK-087.504
SCALE	NTS	APP'VD BY	LCS	
DATE	12/14/23	REVISION	0	SHEET 2 OF 2

PROJECT NO. 025492-0010



2024021401018636 B: 15674 P: 832

02/14/2024 11:01:52 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



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*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

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*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **January 24, 2024**

Grantor(s): **Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land situated in the S/2 of the NW/4 of Section 24, T13N, R2W, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated May 4, 2018, from Justin H. Center and Charlotte B. Center, husband and wife, to Royalty Management Insurance Company, Ltd, a Sac and Fox Nation Corporation, recorded in Volume 13730, Page 195, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

7/30

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land situated in the S/2 of the NW/4 of Section 24, T13N, R2W, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated May 4, 2018, from Justin H. Center and Charlotte B. Center, husband and wife, to Royalty Management Insurance Company, Ltd, a Sac and Fox Nation Corporation, recorded in Volume 13730, Page 195, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 24 day of January, 2024 (the "Effective Date").

**GRANTOR**

Royalty Management Insurance Company, LTD., a Sac  
and Fox Nation Corporation

By: *John Sheperd*

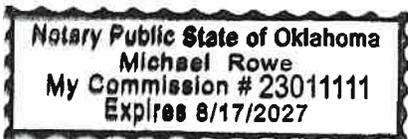
Print Name: *John Sheperd*

Its: *Director*

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA                   §  
   §  
COUNTY OF *Logan*                   §

On this *24* day of *January*, 2024, before me *Michael Rowe*,  
the undersigned officer, personally appeared *John Sheperd* known to me  
(or satisfactorily proven) to be the person whose name is subscribed as *John Sheperd* of  
Royalty Management Insurance Company, LTD., a Sac and Fox Nation Corporation that executed the  
Easement, and acknowledged said Easement to be the free and voluntary act and deed of said  
corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized  
to execute said Easement.



*Michael Rowe*  
NOTARY PUBLIC

My commission expires: *8/17/2027*

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

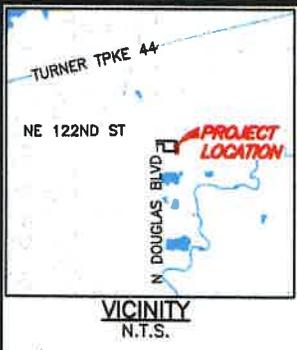
STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 9<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Erik Winter Bates*  
NOTARY PUBLIC

My commission expires: 10/03/27

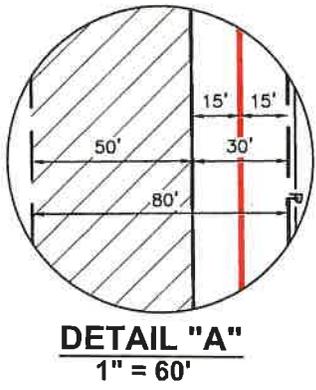
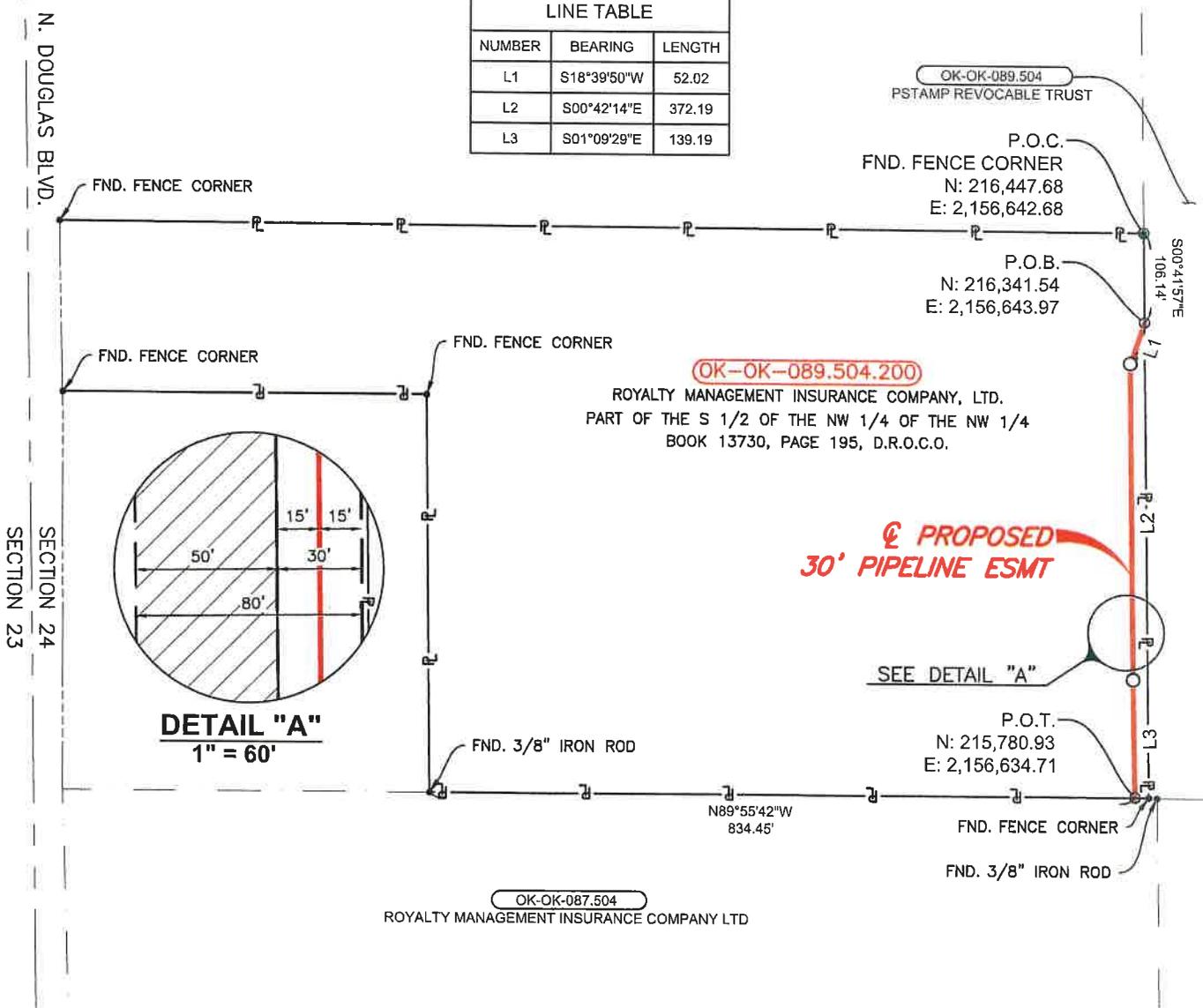




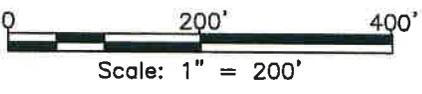
**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
 SECTION 24, TOWNSHIP 13-N, RANGE 2-W,  
 INDIAN MERIDIAN  
**TRACT NO. OK-OK-089.504.200**  
**ROYALTY MANAGEMENT INSURANCE**  
**COMPANY, LTD.**

CENTERLINE IS 563.40 FEET OR 34.15 RODS  
 PERMANENT EASEMENT IS 0.39 ACRES  
 TEMPORARY WORKSPACE IS 0.47 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S18°39'50"W	52.02
L2	S00°42'14"E	372.19
L3	S01°09'29"E	139.19



**PROPOSED  
 30' PIPELINE ESMT**



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REFLECTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 1-11-24  
 LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PP05 PIPELINE REPLACEMENT**  
 PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 ROYALTY MANAGEMENT INSURANCE  
 COMPANY, LTD.



REV	ISSUED	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED		JMG	01/10/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	JMG	CHK'D BY	JSF
SCALE	1" = 200'	APP'VD BY	LCS
PROJECT NO.	025492-0010	DATE	12/13/23
REVISION	0	SHEET	1 OF 2

1:10 2024 3:04:00 PM JOSE GONZALEZ S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\B70\_MAPPING\008\_PLATS\OK-OK-089.504.200 ROYALTY MANAGEMENT INSURANCE COMPANY LTD.DWG

**OK-OK-089.504.200**  
**ROYALTY MANAGEMENT INSURANCE COMPANY, LTD.**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO ROYALTY MANAGEMENT INSURANCE COMPANY, LTD., AS RECORDED IN BOOK 13730, PAGE 195, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING TRACT I, PART OF THE S 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 24, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF SAID ROYALTY MANAGEMENT INSURANCE COMPANY, LTD. TRACT;

THENCE, SOUTH 00°41'57" EAST, A DISTANCE OF 106.14 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF SAID ROYALTY MANAGEMENT INSURANCE COMPANY LTD TRACT;

THENCE, SOUTH 18°39'50" WEST, A DISTANCE OF 52.02 FEET TO A POINT;

THENCE, SOUTH 00°42'14" EAST, A DISTANCE OF 372.19 FEET TO A POINT;

THENCE, SOUTH 01°09'29" EAST, A DISTANCE OF 139.19 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID ROYALTY MANAGEMENT INSURANCE COMPANY, LTD. TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID ROYALTY MANAGEMENT INSURANCE COMPANY, LTD. TRACT, BEARS NORTH 89°55'42" WEST, A DISTANCE OF 834.45 FEET, FOR A TOTAL CENTERLINE LENGTH OF 563.40 FEET OR 34.15 RODS, AND CONTAINING 0.39 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.47 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 1-11-24  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ROYALTY MANAGEMENT INSURANCE COMPANY, LTD.

OKLAHOMA COUNTY

OKLAHOMA

REV	ISSUED	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED		JMG	01/10/24	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF	OK-OK-089.504.200
SCALE	NTS	APP'VD BY	LCS	
DATE	12/13/23	REVISION	0	SHEET 2 OF 2

audubon  
 3205 West Sam Houston Parkway North, Suite 150  
 Houston, TX 77063  
 281.462.0590  
 CDA-11286

2024061301076693 B: 15780 P: 1791

06/13/2024 10:13:10 AM Pgs: 8  
Fee: \$ 32.00  
Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **June 7, 2024**

Grantor(s): **PStamp Revocable Trust**, of Oklahoma County, Oklahoma

Grantee(s): Phillips 66 Carrier, LLC

Mailing Address(s): Phillips 66 Carrier LLC <sup>W</sup>  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959

Legal Description: **That certain tract of land being a part of the NW/4 of S24, T13N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated September 5, 2018 from Robert L. Bierschenk and Alma L. Bierschenk to PStamp Revocable Trust, recorded in Book 13833, Page 68, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

8/27

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, PStamp Revocable Trust, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one (1) pipeline ("Pipeline"); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above, including the Pipeline, herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land being a part of the Northwest Quarter (NW/4) of Section 24, Township 13 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated September 5, 2018 from Robert L. Bierschenk and Alma L. Bierschenk to PStamp Revocable Trust, recorded in Book 13833, Page 68, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the Pipeline, as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property. Within a reasonable time following completion of the initial construction and installation of the Facilities, Grantee shall provide Grantor with an as-built survey which reflects the location of the Facilities and the diameter of the Pipeline, prepared by a registered surveyor.

Grantor further grants and conveys unto Grantee the right of reasonable ingress and egress on, over, across and through the easement and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access, and along roads on Grantor's lands, for all purposes necessary or incidental to the exercise of the rights herein granted. Grantee shall leave any gate it uses to access the Property in the condition in which the gate was found and shall promptly repair any damage to Grantor's roads, gates or cattleguards caused by Grantee's use.

Grantee shall have the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused

by the clearing of same; provided that Grantor, its tenants and assigns shall be permitted to farm and ranch the Property and grow crops or graze livestock thereon so long as such activities do not interfere with Grantee's exercise of the rights herein conveyed, and Grantee shall pay actual monetary damages incurred by Grantor that arise from the loss of such crops or livestock caused by Grantee's activities on the Property. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee, which shall not be unreasonably withheld.

Notwithstanding anything to the contrary herein, Grantee shall cause no above ground appurtenances to be constructed on the easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the Facilities including, without limitation, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the Pipeline changes direction and at any other location required by applicable law, regulation or rule.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's growing crops, timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities. Grantee agrees to pay a reasonable sum for any actual damage which may be done to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement, provided that Grantee shall take all reasonable steps to preserve the top soil on the Property during its activities thereon. Grantee shall bury the Pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads. Grantee shall indemnify, defend and hold harmless Grantor against all third-party claims, suits, liabilities and damages on account of injury or death of persons or damage to property resulting from Grantee's exercise of the rights herein granted, except to the extent that such claims, suits, liabilities or damages are caused by Grantor or Grantor's employees, contractors or agents. In the event of any leak, spill or release of substances caused by or arising from Grantee's operation of the Facilities, Grantee shall take immediate action to stop any such leak, spill or release and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, rules and regulations.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement, subject to the terms hereof. Grantee may install larger or smaller replacement Facilities, and stronger or larger reasonably sized pipelines, within the permanent easement, subject to the terms hereof. The Facilities shall be used for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products.

Grantee agrees to comply with all applicable laws, rules, and regulations of governmental authorities having jurisdiction over the operations which Grantee conducts under this Easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately. Grantee agrees to provide Grantor notice of any assignment, in whole or in part, of this Easement.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 7<sup>th</sup> day of JUNE, 2024 (the "Effective Date").

**GRANTOR**

PStamp Revocable Trust

*Robert L. Bierschenk*  
Robert L. Bierschenk, Co-Trustee

*Alma L. Bierschenk*  
Alma L. Bierschenk, Co-Trustee

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OKLAHOMA   §

On this 7<sup>th</sup> day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Robert L. Bierschenk, known to me (or satisfactorily proven) to be the person who executed this Easement, on oath stated that he was authorized to execute the Easement, and acknowledged it as the Co-Trustee of the PStamp Revocable Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the Easement.



*Christopher Beckett*  
NOTARY PUBLIC

My commission expires: 07-30-2027

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OKLAHOMA   §

On this 7<sup>th</sup> day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Alma L. Bierschenk, known to me (or satisfactorily proven) to be the person who executed this Easement, on oath stated that he was authorized to execute the Easement, and acknowledged it as the Co-Trustee of the PStamp Revocable Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the Easement.



*Christopher Beckett*  
NOTARY PUBLIC

My commission expires: 07-30-2027

**GRANTEE**

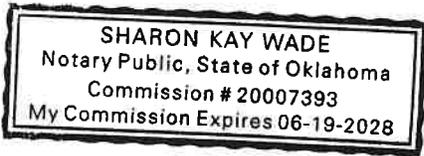
Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

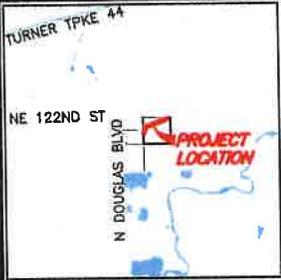
STATE OF OKLAHOMA §  
  §  
COUNTY OF WASHINGTON §

On this 11<sup>th</sup> day of June, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.



*Sharon Kay Wade*  
NOTARY PUBLIC

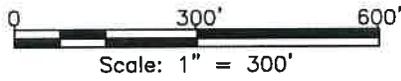
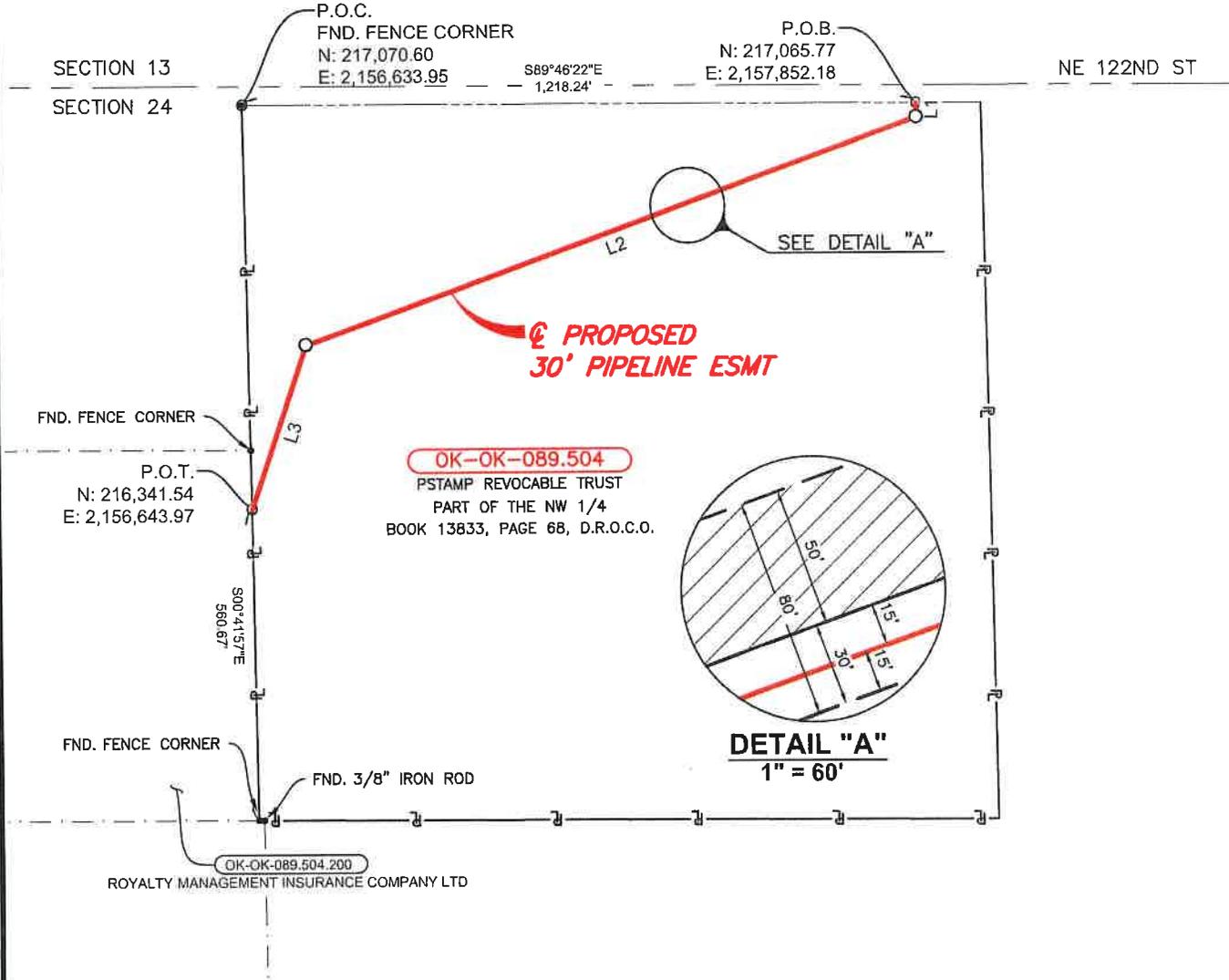
My commission expires: 10-19-28



VICINITY  
N.T.S.

**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 24, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-089.504**  
**PSTAMP REVOCABLE TRUST**  
 CENTERLINE IS 1,516.11 FEET OR 91.89 RODS  
 PERMANENT EASEMENT IS 1.04 ACRES  
 TEMPORARY WORKSPACE IS 1.79 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S01°21'08"W	24.79'
L2	S69°59'32"W	1,178.73'
L3	S18°39'50"W	312.59'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C Schaffer* 2-16-24  
 LUCIEN C. SCHAFFER, JR. PLS No. 2022  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS PSTAMP REVOCABLE TRUST



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	RE-ROUTE	DMT	02/16/24	JSF	LCS
0	ISSUED	JMG	01/10/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	JMG	CHK'D BY	JSF
SCALE	1" = 300'	APP'VD BY	LCS
PROJECT NO.	025492-0010	DATE	12/13/23
OK-OK-089.504		REVISION	1
		SHEET	1 OF 2

2.15.2024 5:44:31 PM DANIELA MENDEZ \\AUDUBON-ENGINEERING.COM\SHARED\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\_025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870\_MAPPING\008\_PLATS\OK-OK-089.504 PSTAMP REVOCABLE TRUST.DWG

**OK-OK-089.504  
PSTAMP REVOCABLE TRUST**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO PSTAMP REVOCABLE TRUST, AS RECORDED IN BOOK 13833, PAGE 68, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE NW 1/4 IN SECTION 24, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A FENCE CORNER FOUND AT THE INTERSECTION OF THE WEST LINE OF SAID PSTAMP REVOCABLE TRUST TRACT WITH THE SOUTH RIGHT-OF-WAY LINE OF NE 122ND STREET;

THENCE, SOUTH 89°46'22" EAST, A DISTANCE OF 1,218.24 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF NE 122ND ST;

THENCE, SOUTH 01°21'08" WEST, A DISTANCE OF 24.79 FEET TO A POINT;

THENCE, SOUTH 69°59'32" WEST, A DISTANCE OF 1,178.73 FEET TO A POINT;

THENCE, SOUTH 18°39'50" WEST, A DISTANCE OF 312.59 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID PSTAMP REVOCABLE TRUST TRACT, FROM WHICH A FENCE CORNER FOUND AT THE SOUTHWEST CORNER OF SAID PSTAMP REVOCABLE TRUST TRACT, BEARS SOUTH 00°41'57" EAST, A DISTANCE OF 560.67 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,516.11 FEET OR 91.89 RODS, AND CONTAINING 1.04 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.79 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 2-16-24  
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
PSTAMP REVOCABLE TRUST

OKLAHOMA COUNTY OKLAHOMA

OK-OK-089.504

REVISION 1 SHEET 2 OF 2



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	APP'VD BY
1	RE-ROUTE	DMT	02/16/24	JSF	LCS			
0	ISSUED	JMG	01/10/24	JSF	LCS			

PROJECT NO. 025492-0010

DRAWN BY JMG  
CHK'D BY JSF  
DATE 12/13/23  
LCS

2.15.2024 5:52:33 PM DANIELA MENDEZ \\AUDUBON-ENGINEERING.COM\SHARED\AFS\PROJECTS\PHILLIPS\_66\PIPELINE REPLACEMENT DRONE-0\870\_MAPPING\008\_PLATS\OK-OK-089.504 PSTAMP REVOCABLE TRUST.DWG

2024021401018638 B: 15674 P: 846

02/14/2024 11:01:52 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County -- State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **January 27, 2024**

Grantor(s): **Larry David Jenkins and Joni Carol Jenkins, Co-Trustees of the Larry and Joni Jenkins Family Trust, u/t/a 9/13/2005 of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **Tract 44 in Three Oaks, an unrecorded plat. situated in the W/2 of Section 13, T13N, R2W, Oklahoma County, Oklahoma, being more particularly described in that certain Quit Claim Deed dated September 19, 2005, from Larry David Jenkins and Joni Carol Jenkins, husband and wife, to Larry David Jenkins and Joni Carol Jenkins, Co-Trustees of the Larry and Joni Jenkins Family Trust, u/t/a 9/13/2005, recorded in Volume 9861, Page 265, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Larry David Jenkins and Joni Carol Jenkins, Co-Trustees of the Larry and Joni Jenkins Family Trust, u/t/a 9/13/2005, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

Tract 44 in Three Oaks, an unrecorded plat. situated in the W/2 of Section 13, T13N, R2W, Oklahoma County, Oklahoma, being more particularly described in that certain Quit Claim Deed dated September 19, 2005, from Larry David Jenkins and Joni Carol Jenkins, husband and wife, to Larry David Jenkins and Joni Carol Jenkins, Co-Trustees of the Larry and Joni Jenkins Family Trust, u/t/a 9/13/2005, recorded in Volume 9861, Page 265, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 27<sup>th</sup> day of January, 2024 (the "Effective Date").

**GRANTOR**

Larry David Jenkins and Joni Carol Jenkins, Co-Trustees of the Larry and Joni Jenkins Family Trust, u/t/a 9/13/2005

[Signature]  
Larry David Jenkins, Co-Trustee

[Signature]  
Joni Carol Jenkins, Co-Trustee

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA  
COUNTY OF Oklahoma

On this 27<sup>th</sup> day of January, 2024, before me Larry David Jenkins, the undersigned officer, personally appeared Larry David Jenkins, known to me (or satisfactorily proven) to be the person who executed this Easement, on oath stated that he was authorized to execute the Easement, and acknowledged it as the Co-Trustee of the Larry and Joni Jenkins Family Trust, u/t/a 9/13/2005 to be the free and voluntary act of such party for the uses and purposes mentioned in the Easement.



[Signature]  
NOTARY PUBLIC

My commission expires: 10/03/27

STATE OF OKLAHOMA  
COUNTY OF Oklahoma

On this 27<sup>th</sup> day of January, 2024, before me Joni Carol Jenkins, the undersigned officer, personally appeared Joni Carol Jenkins, known to me (or satisfactorily proven) to be the person who executed this Easement, on oath stated that she was authorized to execute the Easement, and acknowledged it as the Co-Trustee of the Larry and Joni Jenkins Family Trust, u/t/a 9/13/2005 to be the free and voluntary act of such party for the uses and purposes mentioned in the Easement.



[Signature]  
NOTARY PUBLIC

My commission expires: 10/03/27

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 9<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Erik Winter Bates*  
NOTARY PUBLIC

My commission expires: 10/03/27



**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
SECTION 13, TOWNSHIP 13-N, RANGE 2-W,  
INDIAN MERIDIAN

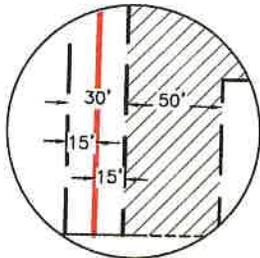
**TRACT NO. OK-OK-091.504.200**  
**LARRY & JONI JENKINS FAMILY TRUST**

CENTERLINE IS 255.32 FEET OR 15.47 RODS  
PERMANENT EASEMENT IS 0.18 ACRES  
TEMPORARY WORKSPACE IS 0.20 ACRES

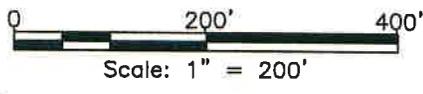
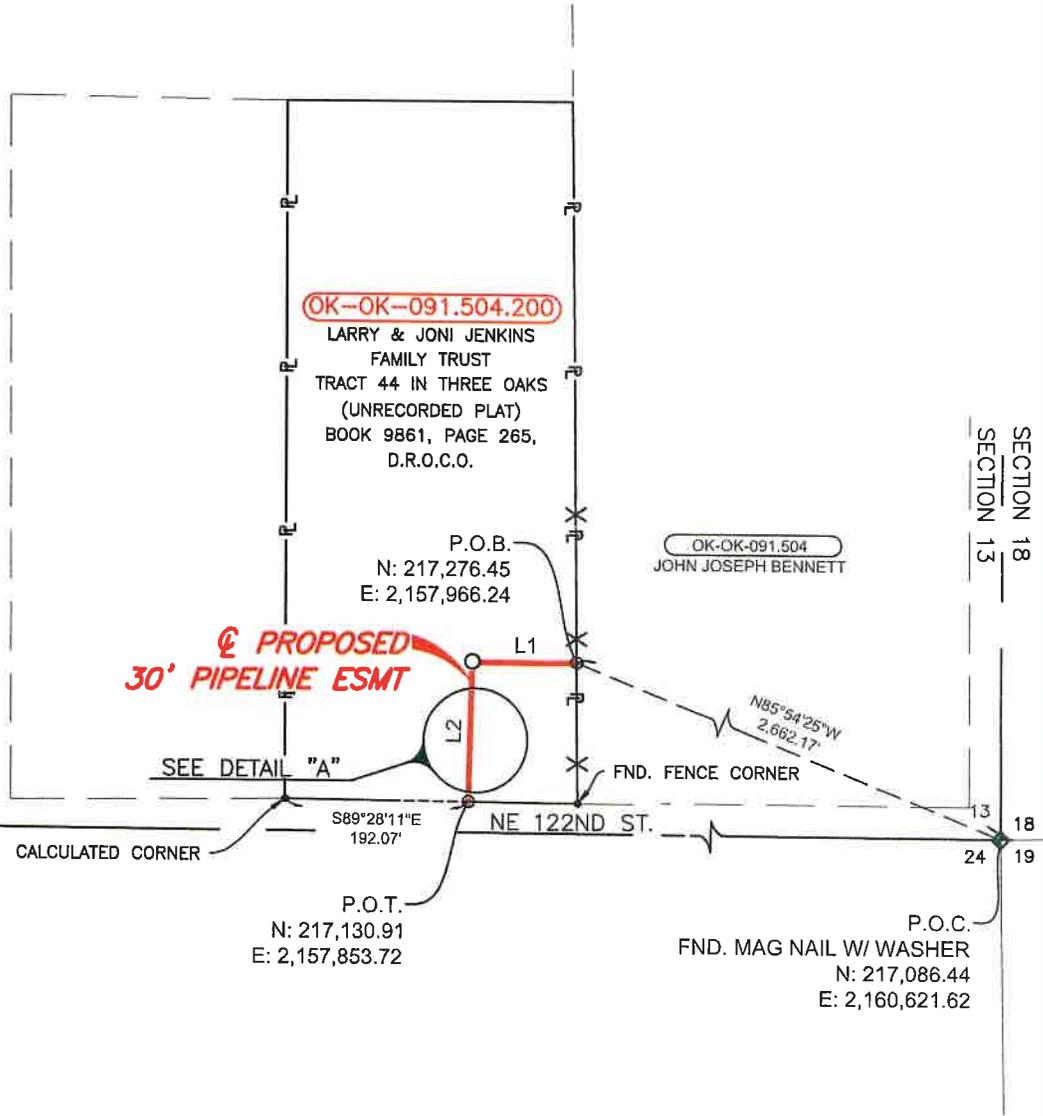
LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N89°38'52"W	109.07'
L2	S01°21'08"W	146.25'



VICINITY  
N.T.S.



**DETAIL "A"**  
1" = 100'



**NOTES**

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  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 1-11-24  
LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
(EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- ◆ FOUND SECTION CORNER AS NOTED
- ▨ TEMPORARY WORKSPACE (TWS)
- ▩ ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
LARRY & JONI JENKINS FAMILY TRUST



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	AMR	01/09/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	CHK'D BY	OK-OK-091.504.200	
AMR	JSF		
SCALE 1" = 200'	APP'VD BY		
	LCS	REVISION	SHEET 1 OF 2

PROJECT NO. 025492-0010

DATE 12/28/23

1.10.2024 3:44:19 PM ANA RODRIGUEZ \\AUDUBON-ENGINEERING\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870\_MAPPING\008\_PLATS\OK-OK-091.504.200 LARRY & JONI JENKINS FAMILY TRUST.DWG

**OK-OK-091.504.200  
LARRY & JONI JENKINS FAMILY TRUST**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS TRACT 44 IN THREE OAKS SUBDIVISION (UNRECORDED PLAT) CONVEYED TO LARRY & JONI JENKINS FAMILY TRUST, AS RECORDED IN BOOK 9861, PAGE 265, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING SITUATED IN THE WEST 1/2 OF SECTION 13, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A MAG NAIL W/ WASHER FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE, NORTH 85°54'25" WEST, A DISTANCE OF 2,662.17 FEET TO THE **POINT OF BEGINNING** ON THE EAST LINE OF SAID LARRY & JONI JENKINS FAMILY TRUST TRACT;

THENCE, NORTH 89°38'52" WEST, A DISTANCE OF 109.07 FEET TO A POINT;

THENCE, SOUTH 01°21'08" WEST, A DISTANCE OF 146.25 FEET TO THE **POINT OF TERMINATION** ON THE NORTH RIGHT-OF-WAY LINE OF NE 122ND STREET, FROM WHICH THE CALCULATED INTERSECTION OF THE WEST LINE OF SAID LARRY & JONI JENKINS FAMILY TRUST TRACT WITH THE NORTH RIGHT-OF-WAY LINE OF NE 122ND ST., BEARS SOUTH 89°28'11" EAST, A DISTANCE OF 192.07 FEET, FOR A TOTAL CENTERLINE LENGTH OF 255.32 FEET OR 15.47 RODS, AND CONTAINING 0.18 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.20 ACRES, MORE OR LESS.

**NOTES**

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*Lucien C. Schaffer* 1-11-24  
LUCIEN C. SCHAFFER, JR. PLT. NO. 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

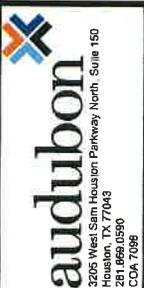
**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
LARRY & JONI JENKINS FAMILY TRUST

OKLAHOMA COUNTY

OKLAHOMA

O	ISSUED	AMR	01/09/24	JSF	LCS	DRAWN BY AMR	CHK'D BY JSF	OK-OK-091.504.200
	REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE NTS	
PROJECT NO. 025492-0010						DATE 12/28/23	LCS	REVISION 0 SHEET 2 OF 2



2024021401018637 B: 15674 P: 839

02/14/2024 11:01:52 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **January 26, 2024**

Grantor(s): **John Joseph Bennett** of Oklahoma County, Oklahoma

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land situated in the SE/4 of S13, T13N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated August 8, 1996 from Helen Bennett to John Joseph Bennett, Helen Bennett, as joint tenants in common with rights of survivorship, recorded in Book 6933, Page 1058, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, John Joseph Bennett, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land situated in the SE/4 of S13, T13N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated August 8, 1996 from Helen Bennett to John Joseph Bennett, Helen Bennett, as joint tenants in common with rights of survivorship, recorded in Book 6933, Page 1058, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the

Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 26<sup>th</sup> day of January, 2024 (the "Effective Date").

GRANTOR

John Joseph Bennett  
John Joseph Bennett

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF Oklahoma

ss  
ss  
ss

On this 26<sup>th</sup> day of January, 2024, before me John Joseph Bennett, the undersigned officer, personally appeared John Joseph Bennett who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.

[Signature]

NOTARY PUBLIC

My commission expires: 10/03/27



**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

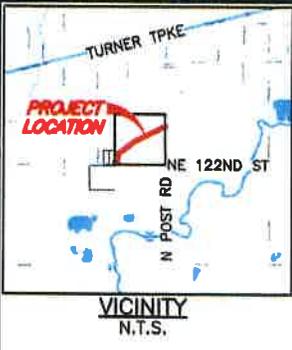
STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 9<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Erik Winter Bates*  
NOTARY PUBLIC

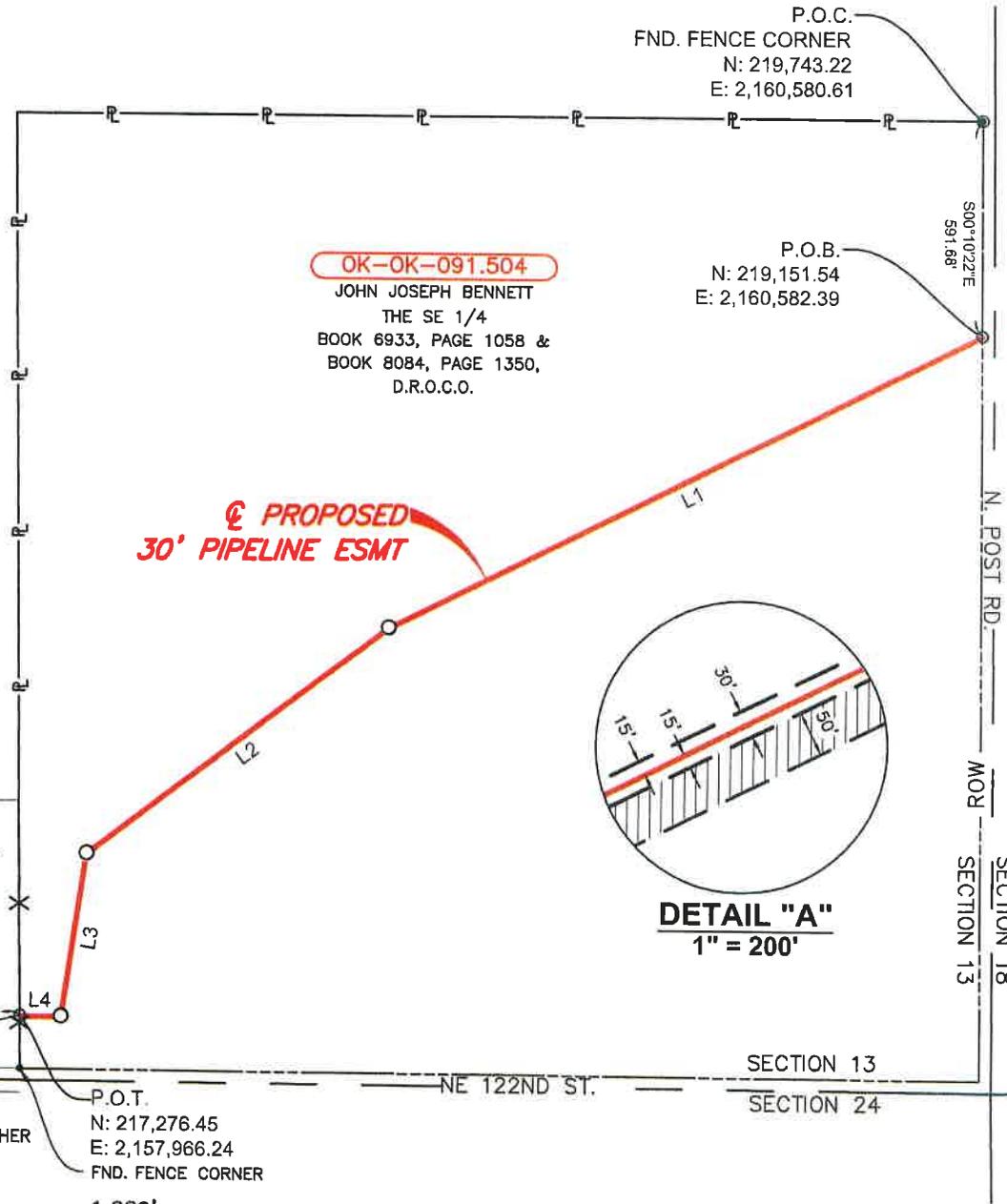
My commission expires: 10/03/27





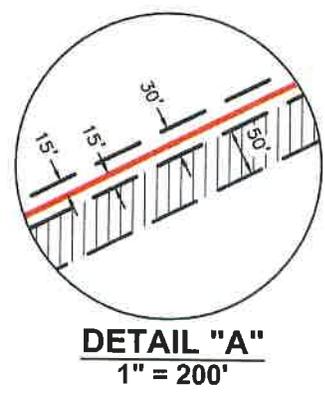
**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 13, TOWNSHIP 13-N, RANGE 2-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-091.504**  
**JOHN JOSEPH BENNETT**  
 CENTERLINE IS 3,398.50 FEET OR 205.97 RODS  
 PERMANENT EASEMENT IS 2.34 ACRES  
 TEMPORARY WORKSPACE IS 3.91 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S63°25'28"W	1,805.24'
L2	S52°50'52"W	1,032.54'
L3	S08°39'02"W	449.68'
L4	N89°38'52"W	111.04'



**OK-OK-091.504**  
 JOHN JOSEPH BENNETT  
 THE SE 1/4  
 BOOK 6933, PAGE 1058 &  
 BOOK 8084, PAGE 1350,  
 D.R.O.C.O.

**PROPOSED  
 30' PIPELINE ESMT**



**OK-OK-091.504.200**  
 LARRY & JONI JENKINS  
 FAMILY TRUST

**OK-OK-091.504.200**  
 LARRY & JONI JENKINS  
 FAMILY TRUST

S86°24'44"W  
 2,656.80'

P.O.T.  
 N: 217,276.45  
 E: 2,157,966.24  
 FND. FENCE CORNER

**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



- NOTES**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

LUCIEN C. SCHAFFER, JR. PLS. NO. 2022 (EXPIRATION DATE 12/31/24)



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	AV	01/09/24	JSF	LCS

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 JOHN JOSEPH BENNETT

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY	AV	CHK'D BY	JSF
SCALE	1" = 500'	APPR'D BY	LCS
DATE	12/27/23	REVISION	0
PROJECT NO.	025492-0010	SHEET	1 OF 2

1.11.2024 7:50:06 AM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT - BRONE-0\870\_MAPPING\008\_PLATS\OK-OK-091.504 JOHN JOSEPH BENNETT & HELEN BENNETT.DWG

**OK-OK-091.504  
JOHN JOSEPH BENNETT**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO JOHN JOSEPH BENNETT, AS RECORDED IN BOOK 6933, PAGE 1058 & BOOK 8084, PAGE 1350, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING THE SE 1/4 IN SECTION 13, TOWNSHIP 13-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A FENCE CORNER FOUND AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST 1/4 WITH THE WEST RIGHT-OF-WAY LINE OF N. POST RD;

THENCE, SOUTH 00°10'22" EAST, A DISTANCE OF 591.68 FEET TO THE **POINT OF BEGINNING** ON THE WEST RIGHT-OF-WAY LINE OF SAID N. POST RD;

THENCE, SOUTH 63°25'28" WEST, A DISTANCE OF 1,805.24 FEET TO A POINT;

THENCE, SOUTH 52°50'52" WEST, A DISTANCE OF 1,032.54 FEET TO A POINT;

THENCE, SOUTH 08°39'02" WEST, A DISTANCE OF 449.68 FEET TO A POINT;

THENCE, NORTH 89°38'52" WEST, A DISTANCE OF 111.04 FEET TO THE **POINT OF TERMINATION** ON THE WEST LINE OF SAID JOHN JOSEPH BENNETT TRACT, FROM WHICH A MAG NAIL W/WASHER FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 13, BEARS SOUTH 86°24'44" WEST, A DISTANCE OF 2,656.80 FEET, FOR A TOTAL CENTERLINE LENGTH OF 3,398.50 FEET OR 205.97 RODS, AND CONTAINING 2.34 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 3.91 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
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I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 1-11-24  
LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS JOHN JOSEPH BENNETT

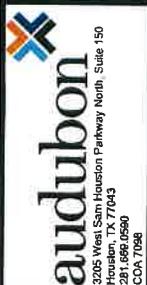
OKLAHOMA COUNTY OKLAHOMA

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	APP'VD BY
0	ISSUED	AV	01/09/24	JSF	LCS			

PROJECT NO. 025492-0010

DATE 12/27/23

REVISION 0 SHEET 2 OF 2





CV-2024-1583  
Andrews

IN THE DISTRICT COURT OF OKLAHOMA COUNTY FILED IN DISTRICT COURT  
STATE OF OKLAHOMA OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC, )  
)  
Plaintiff, )  
)  
v. )  
)  
JEFFERY W. SPELMAN; )  
)  
MARY MARLENE SPELMAN; )  
)  
FINLAY ENERGY, INC. AND ITS UNKNOWN )  
SUCCESSORS AND ASSIGNS; )  
)  
BOARD OF COUNTY COMMISSIONERS OF THE )  
COUNTY OF OKLAHOMA; and )  
)  
TREASURER OF OKLAHOMA COUNTY, )  
)  
Defendants. )

JUN 10 2024  
RICK WARREN  
COURT CLERK  
41 \_\_\_\_\_

CV - 2024 - 1583  
Case No. \_\_\_\_\_

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendants Jeffery W. Spelman and Mary Marlene Spelman, husband and wife, own in fee the property more particularly described as Tract OK-OK-092.504 and Tract OK-OK-093.504 on Exhibit A, attached hereto and incorporated by reference herein (the "Property").

3. Upon information and belief, Defendant Finlay Energy, Inc., a Texas corporation, claims some right, title or interest in and to the Property pursuant to a Right-of-Way Agreement dated February 26, 1992, recorded in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 6281, Page 784. Finlay Energy, Inc. may also have unknown successors and assigns who claim some right, title or interest in and to the Property.

4. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

5. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

6. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

7. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, and appurtenances (collectively referred to as the "Facilities") upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

8. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 87.14 rods across Tract OK-OK-092.504 and 82.08 rods across Tract OK-OK-093.504, as shown on the plats attached hereto as Exhibit A and incorporated by reference herein.

9. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30') in width with the intent of it being fifteen feet (15') on either side of the centerline description set forth on Exhibit A (the "Permanent Easement") (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

10. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff's exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

11. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 1.65 acres for Tract OK-OK-092.504 and 1.66 acres for Tract OK-OK-093.504 (the "Temporary Easement"), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial

Construction Period”). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

12. The Permanent Easement and Temporary Easement are referred to collectively herein as the “Easements.”

13. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

14. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff’s rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff’s required and applicable spacing, including twenty-four inch (24”) depth separation

limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

15. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

16. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

17. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

18. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

19. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

20. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowners an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation

to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 7<sup>th</sup> day of June, 2024.

Respectfully submitted,



---

Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

**EXHIBIT A**

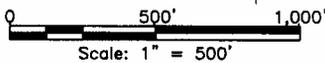
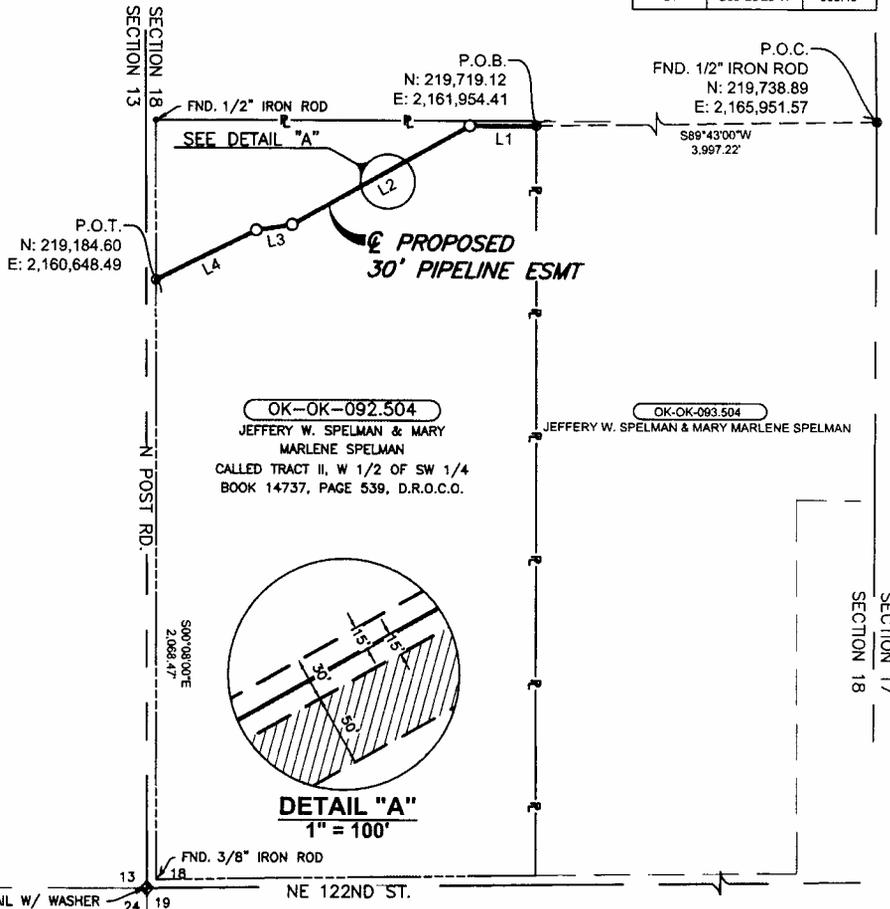
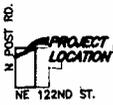
**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
SECTION 18, TOWNSHIP 13-N, RANGE 1-W,  
INDIAN MERIDIAN  
TRACT NO. OK-OK-092.504  
JEFFERY W. SPELMAN & MARY MARLENE  
SPELMAN

CENTERLINE IS 1,437.83 FEET OR 87.14 RODS  
PERMANENT EASEMENT IS 0.99 ACRES  
TEMPORARY WORKSPACE IS 1.65 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°57'53"W	227.53'
L2	S60°40'24"W	700.15'
L3	S81°13'54"W	124.69'
L4	S63°25'28"W	385.46'

VICINITY  
N.T.S.



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
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**NOTES**

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*Lucien C. Schaffer, Jr.* 1-11-24  
LUCIEN C. SCHAFFER, JR. PLS # 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	AMR	01/08/24	JSF	LCS

**PP05 PIPELINE REPLACEMENT**  
PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
JEFFERY W. SPELMAN & MARY MARLENE  
SPELMAN

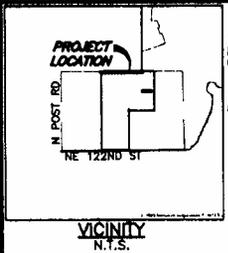
OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	CHK'D BY	SCALE 1" = 500'	APPLY'D BY
AMR	JSF	12/27/23	LCS
PROJECT NO.	025492-0010	DATE	REVISION
			0
		SHEET 1 OF 2	

1:10.2024 3:35:20 PM ANA RODRIGUEZ \\AUDUBON-ENGINEERING\COM\SHARE\FAS\PROJECTS\PHILLIPS\_66\PIPELINE\_025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0870\_MAPPING\008\_PLATS\OK-OK-092.504 JEFFERY W. SPELMAN & MARY MARLENE SPELMAN.DWG

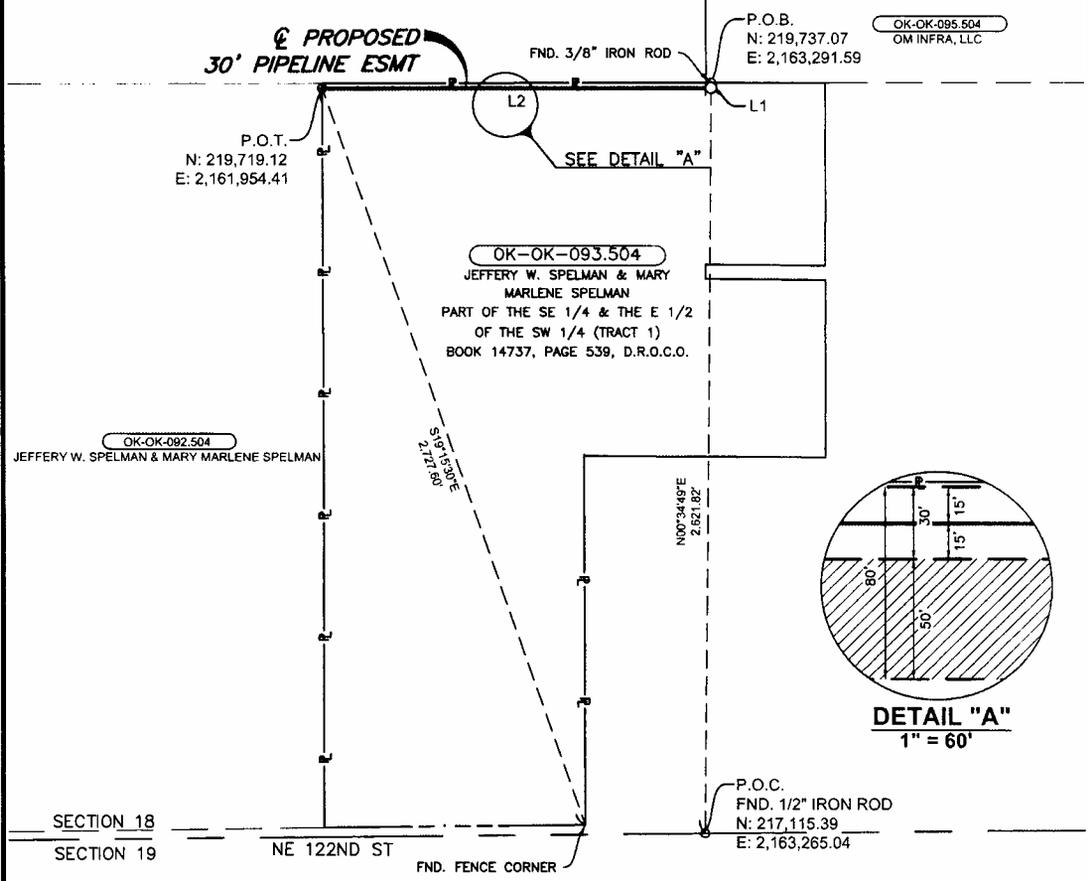


**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
 SECTION 18, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN  
**TRACT NO. OK-OK-093.504**  
**JEFFERY W. SPELMAN & MARY MARLENE SPELMAN**  
 CENTERLINE IS 1,354.29 FEET OR 82.08 RODS  
 PERMANENT EASEMENT IS 0.94 ACRES  
 TEMPORARY WORKSPACE IS 1.66 ACRES



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°04'33"W	17.13'
L2	S89°57'53"W	1,337.16'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REFLECTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.*  
 LUCIEN C. SCHAFER, JR.  
 PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

D.R.O.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
—	PROPOSED CENTERLINE
—	PROPERTY LINE
•	FOUND PROPERTY CORNER AS NOTED
◆	FOUND SECTION CORNER AS NOTED
▨	TEMPORARY WORKSPACE (TWS)
▩	ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**PHILLIPS 66** | PHILLIPS 66 CARRIER LLC

REV	ISSUED	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED		JR	01/03/24	JSF	LCS

PROJECT NO. 025492-0010

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS JEFFERY W. SPELMAN & MARY MARLENE SPELMAN

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY JR CHK'D BY JSF  
 SCALE 1" = 500' APP'VD BY LCS  
 DATE 12/27/23 REVISION 0 SHEET 1 OF 2

1.9.2024 10:29:16 AM JORGE P-C-S SALES-PROJECT\PHILIPS-66-PP05-PIPELINE-REPLACEMENT-DRONE-01870-MAPPING\00B-PLATS\OK-OK-093.504-JEFFERY W. SPELMAN & MARY MARLENE SPELMAN.DWG

**OK-OK-093.504**  
**JEFFERY W. SPELMAN & MARY MARLENE SPELMAN**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO JEFFERY W. SPELMAN & MARY MARLENE SPELMAN, AS RECORDED IN BOOK 14737, PAGE 539, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 & PART OF THE EAST 1/2 OF THE SW 1/4 (TRACT I) SITUATED IN SECTION 18, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A 1/2-INCH IRON ROD FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 18;

THENCE, NORTH 00°34'49" EAST, A DISTANCE OF 2,621.82 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID JEFFERY W. SPELMAN & MARY MARLENE SPELMAN TRACT;

THENCE, SOUTH 00°04'33" WEST, A DISTANCE OF 17.13 FEET TO A POINT;

THENCE, SOUTH 89°57'53" WEST, A DISTANCE OF 1,337.16 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID JEFFERY W. SPELMAN & MARY MARLENE SPELMAN TRACT, FROM WHICH A FOUND FENCE CORNER AT THE INTERSECTION OF THE SOUTH LINE OF SAID JEFFERY W. SPELMAN & MARY MARLENE SPELMAN TRACT WITH THE NORTH RIGHT-OF-WAY LINE OF NE 122ND STREET, BEARS SOUTH 19°15'30" EAST, A DISTANCE OF 2,727.60 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,354.29 FEET OR 82.08 RODS, AND CONTAINING 0.94 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.66 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
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*Lucien C. Schaffer, Jr.*  
 LUCIEN C. SCHAFFER, JR.  
 No. 2022  
 (EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS
0	ISSUED	JR	01/03/24	JSF	LCS		

**PP05 PIPELINE REPLACEMENT**  
 PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS JEFFERY W. SPELMAN & MARY MARLENE SPELMAN

OKLAHOMA COUNTY OKLAHOMA

PROJECT NO.	025492-0010	DATE	12/27/23
DRWN BY	JR	CHK'D BY	JSF
SCALE	NTS	APPR'D BY	LCS
REVISION	0	SHEET	2 OF 2

S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\B7D\_MAPPING\008\_PLATS\OK-OK-093.504 JEFFERY W. SPELMAN & MARY MARLENE SPELMAN.DWG 9.2024 10:29:21 AM JOSGE 9105

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202_____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

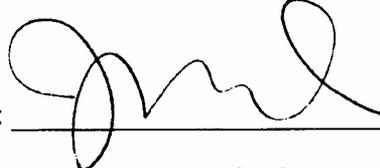
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

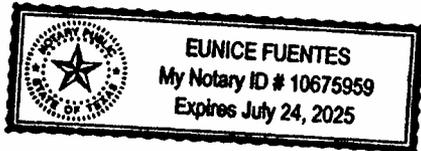
By: 

Name: Jenarac N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



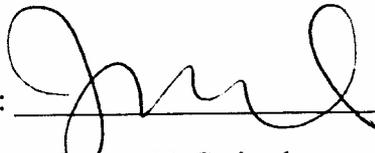


Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

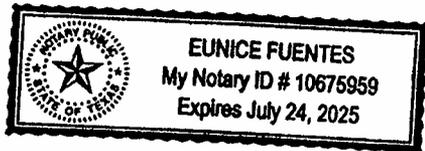
By: 

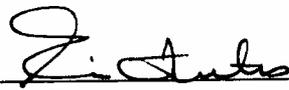
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

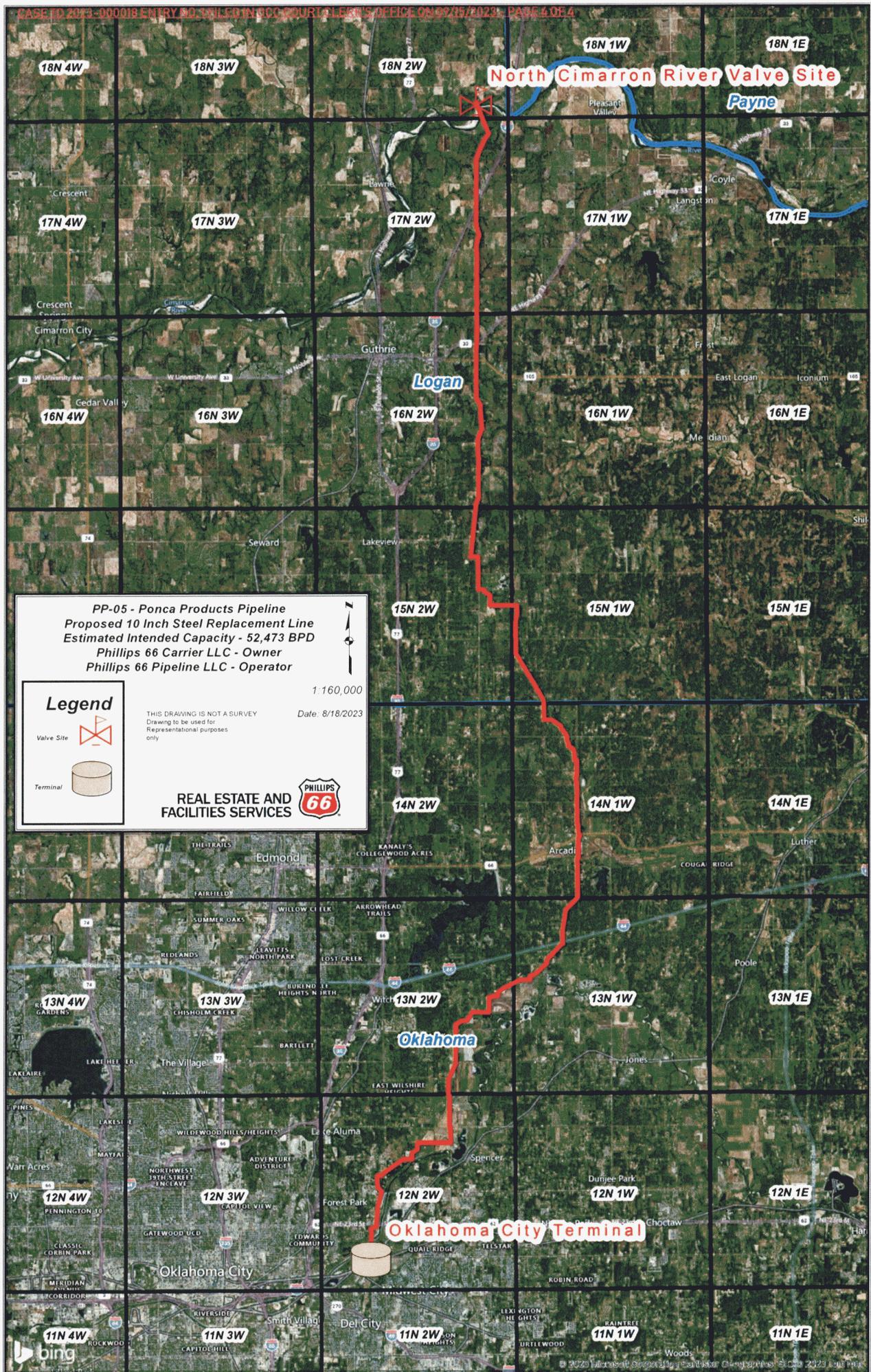
Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
 Date: 8/18/2023

**Legend**

- Valve Site
- Terminal

THIS DRAWING IS NOT A SURVEY  
 Drawing to be used for  
 Representational purposes  
 only

**REAL ESTATE AND FACILITIES SERVICES**



CV-2024-1358  
Stinson

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 OM INFRA LLC; )  
 )  
 OKLAHOMA ELECTRIC COMPANY AND ITS )  
 UNKNOWN SUCCESSORS AND ASSIGNS; )  
 )  
 GREAT PLAINS NATIONAL BANK; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

MAY 16 2024

RICK WARREN  
COURT CLERK

41 \_\_\_\_\_

Case No. CV - 2024 - 1358

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendant OM Infra LLC, an Oklahoma limited liability company, owns in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the “Property”).

3. Upon information and belief, Defendant Oklahoma Electric Company, an Oklahoma corporation, claims some right, title or interest in and to the Property pursuant to an Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 4885, Page 1747. Oklahoma Electric Company may have unknown successors and assigns who claim some right, title or interest in and to the Property.

4. Upon information and belief, Defendant Great Plains National Bank claims some right, title or interest in and to the Property pursuant to a Mortgage filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 15143, Page 1728.

5. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

6. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

7. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

8. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, and appurtenances (collectively referred to as the

“Facilities”) upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

9. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 225.96 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

10. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30’) in width with the intent of it being fifteen feet (15’) on either side of the centerline description set forth on Exhibit A (the “Permanent Easement”) (provided that the centerline of the pipeline may deviate within the Permanent Easement due to construction necessities) over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

11. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff’s exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

12. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 4.23 acres (the “Temporary Easement”), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of

the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

13. The Permanent Easement and Temporary Easement are referred to collectively herein as the "Easements."

14. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

15. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Permanent Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff's required and applicable spacing, including twenty-four inch (24") depth separation

limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

16. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

17. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

18. Plaintiff will not construct or otherwise maintain any above ground appurtenances on the Permanent Easement, except for appurtenances deemed necessary for the safe operation of the Facilities which may include, but are not limited to, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

19. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

20. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

21. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Permanent Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

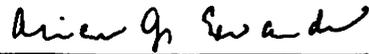
D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation

to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

**DATED** this 15<sup>th</sup> day of May, 2024.

Respectfully submitted,

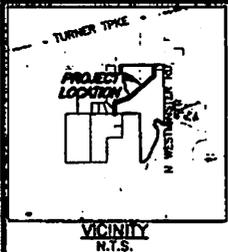


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Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

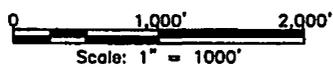
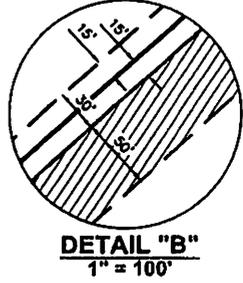
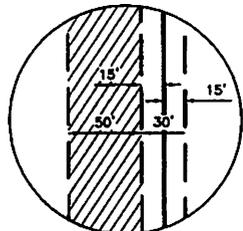
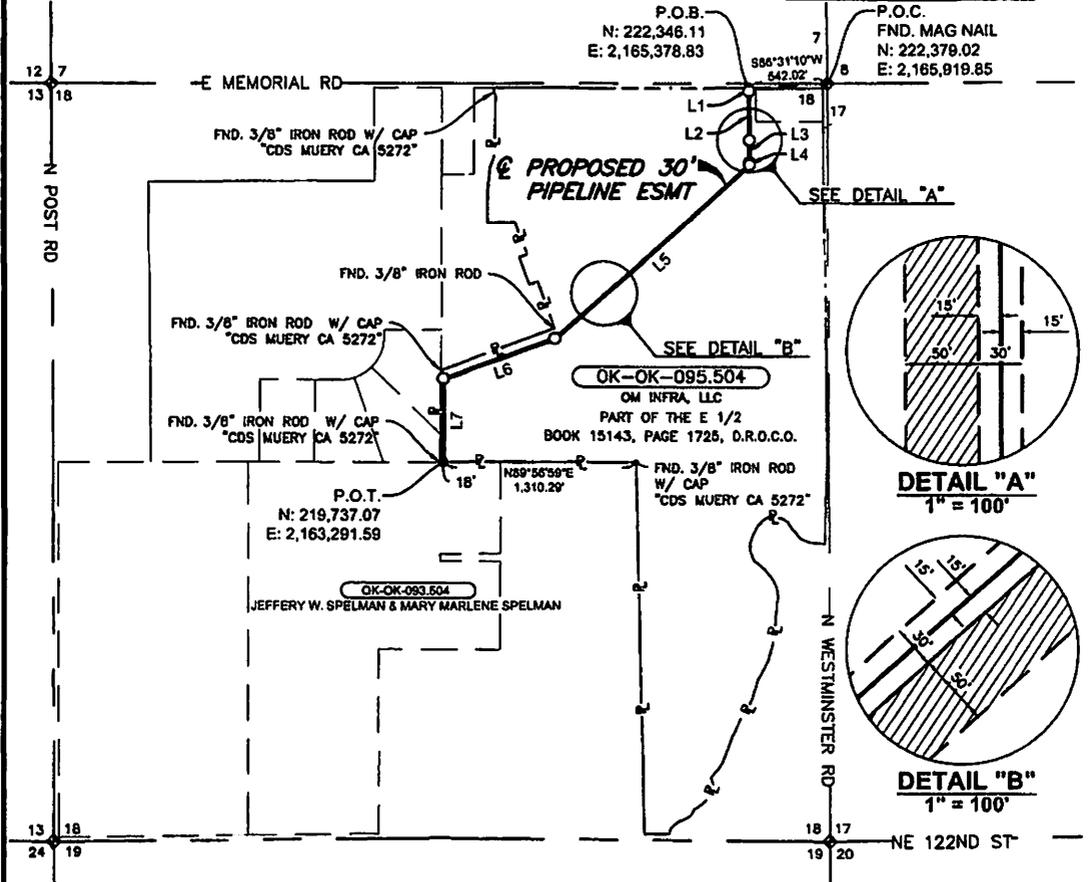
**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

**EXHIBIT A**



**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 18, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-095.504**  
**OM INFRA, LLC**  
 CENTERLINE IS 3,728.28 FEET OR 225.96 RODS  
 PERMANENT EASEMENT IS 2.57 ACRES  
 TEMPORARY WORKSPACE IS 4.23 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°24'47"W	19.88'
L2	S00°22'42"E	344.01'
L3	S00°33'29"E	155.18'
L4	S00°34'20"E	15.29'
L5	S47°37'48"W	1,800.81'
L6	S69°59'58"W	808.50'
L7	S00°04'33"W	583.51'



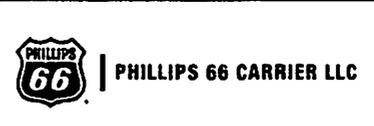
LEGEND	
D.R.O.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
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	PROPOSED CENTERLINE
	PROPERTY LINE
	FOUND PROPERTY CORNER AS NOTED
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*Lucien C. Schaffer, Jr.* 1-18-24  
 LUCIEN C. SCHAFER, JR. L.S. NO. 2022 (EXPIRATION DATE 12/31/24)



	<b>PP05 PIPELINE REPLACEMENT</b> PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS OM INFRA, LLC		OKLAHOMA COUNTY OKLAHOMA	
	OKLAHOMA COUNTY OKLAHOMA		OK-OK-095.504	
0 ISSUED	MJ 01/08/24 JSF LCS	DRAWN BY MJ	CHECKED BY JSF	1.18.2024 3:28:30 PM MARIA_JUNEZ
PREV	DESCRIPTION	BY DATE	CHECKED APPR.	SCALE: 1" = 1000'
PROJECT NO. 025492-0010		DATE 12/29/23	LCS	REVISION 0 SHEET 1 OF 2

1.18.2024 3:28:30 PM MARIA\_JUNEZ \\AUDUBON-ENG\DRG\PP05\_PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT.DWG (D:\B70\_MAPPING\008\_PLAT\OK-OK-095.504\_OM\_INFRA,LLC.DWG)

**OK-OK-095.504  
OM INFRA, LLC**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO OM INFRA, LLC, AS RECORDED IN BOOK 15143, PAGE 1725, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE E 1/2 SITUATED IN SECTION 18, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A MAG NAIL FOUND AT THE NORTHEAST CORNER OF SAID SECTION 18;

THENCE, SOUTH 86°31'10" WEST, A DISTANCE OF 542.02 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT-OF-WAY LINE OF E. MEMORIAL RD.;

THENCE, SOUTH 00°24'47" WEST, A DISTANCE OF 19.88 FEET TO A POINT;

THENCE, SOUTH 00°22'42" EAST, A DISTANCE OF 344.01 FEET TO A POINT;

THENCE, SOUTH 00°33'29" EAST, A DISTANCE OF 156.18 FEET TO A POINT;

THENCE, SOUTH 00°34'20" EAST, A DISTANCE OF 15.29 FEET TO A POINT;

THENCE, SOUTH 47°37'48" WEST, A DISTANCE OF 1,800.91 FEET TO A POINT;

THENCE, SOUTH 69°59'59" WEST, A DISTANCE OF 808.50 FEET TO A POINT;

THENCE, SOUTH 00°04'33" WEST, A DISTANCE OF 583.51 FEET TO THE POINT OF TERMINATION ON THE MOST WESTERLY SOUTH LINE OF SAID OM INFRA TRACT, FROM WHICH A 3/8-INCH IRON ROD W/ CAP STAMPED "CDS MUERY CA 5272" FOUND AT AN INTERIOR CORNER OF SAID OM INFRA TRACT, BEARS NORTH 89°56'59" EAST, A DISTANCE OF 1,310.29 FEET, FOR A TOTAL CENTERLINE LENGTH OF 3,728.28 FEET OR 225.96 RODS, AND CONTAINING 2.57 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 4.23 ACRES, MORE OR LESS.

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GZDND18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND SURVEY, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE GRID LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 1-18-24  
LUCIEN C. SCHAFER, JR. NO. 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PPOS PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
OM INFRA, LLC

OKLAHOMA COUNTY

OKLAHOMA



NO.	ISSUED	BY	DATE	CHK'D	APPR.	SCALE	NTS	APPR'D BY
D	ISSUED	MJ	01/09/24	JSF	LCS			
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	APPR'D BY

OWNER BY	MJ	CHK'D BY	JSF
PROJECT NO.	025492-0010		
DATE	12/29/23	LCS	
REVISION	0	SHEET	2 OF 2

I:\18.2024\302-13 PH. MARIA JUENEZ \AUDUBON-ENGINEERING\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PPOS PIPELINE REPLACEMENT DRONE-0\B7D\_MAPPING\008\_PLATS\OK-OK-095.504 OM INFRA, LLC.DWG

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202_____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

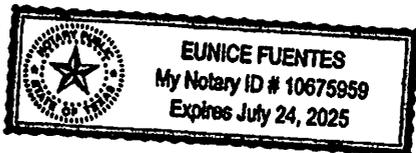
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



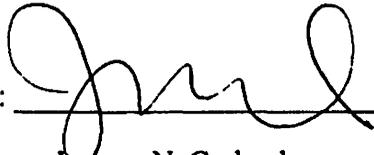


Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

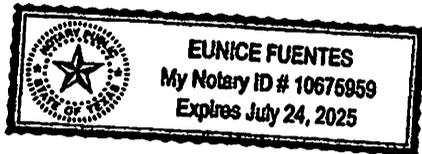
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.





Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
 Date: 8/18/2023

**Legend**

- Valve Site
- Terminal

THIS DRAWING IS NOT A SURVEY  
 Drawing to be used for  
 Representational purposes  
 only

**REAL ESTATE AND FACILITIES SERVICES**

2024030101025378 B: 15686 P: 1512

03/01/2024 11:08:41 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **February 13, 2024**

Grantor(s): **Amanda Nicole Moore Franze and Preston K. Franze, of  
Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land situated in the E/2 of the SE/4 of the SE/4 of the SE/4 of Section 7, T13N, R1W, and being more particularly described in that certain Warranty Deed dated October 05, 2023 from Double D Factor, Inc., to Amanda Nicole Moore Franze and Preston K. Franze, wife and husband, as joint tenants with the right of survivorship and not as tenants in common, recorded in Volume 15576, Page 27, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

7/30

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Amanda Nicole Moore Franze and Preston K. Franze, wife and husband, as joint tenants with the right of survivorship and not as tenants in common, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land situated in the E/2 of the SE/4 of the SE/4 of the SE/4 of Section 7, T13N, R1W, and being more particularly described in that certain Warranty Deed dated October 05, 2023 from Double D Factor, Inc., to Amanda Nicole Moore Franze and Preston K. Franze, wife and husband, as joint tenants with the right of survivorship and not as tenants in common, recorded in Volume 15576, Page 27, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 13 day of FEBRUARY, 2024 (the "Effective Date").

GRANTOR

Amanda Nicole Moore Franze  
*Amanda Nicole Moore Franze*

Preston K. Franze

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OK               §



On this 13 day of February 2024, before me Brittany Jill Cox, the undersigned officer, personally appeared Amanda Nicole Moore Franze who, being by me duly sworn did say that she executed the Easement, and acknowledged that she executed it as her free act and deed.

Brittany Jill Cox  
NOTARY PUBLIC

My commission expires: 8/29/26

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OK               §



On this 13 day of February, 2024, before me Brittany Jill Cox, the undersigned officer, personally appeared Preston K. Franze who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.

Brittany Jill Cox  
NOTARY PUBLIC

My commission expires: 8/29/26

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

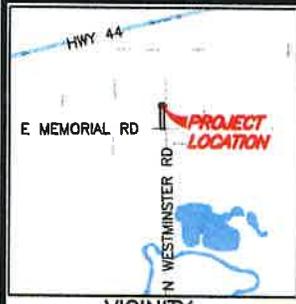
STATE OF OKLAHOMA §  
  §  
COUNTY OF WASHINGTON §

On this 27<sup>th</sup> day of February, 2024, before me Sharon Kay Wade the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

**Sharon Kay Wade**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

*Sharon Kay Wade*  
NOTARY PUBLIC

My commission expires: 6-19-24

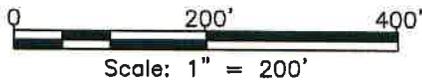
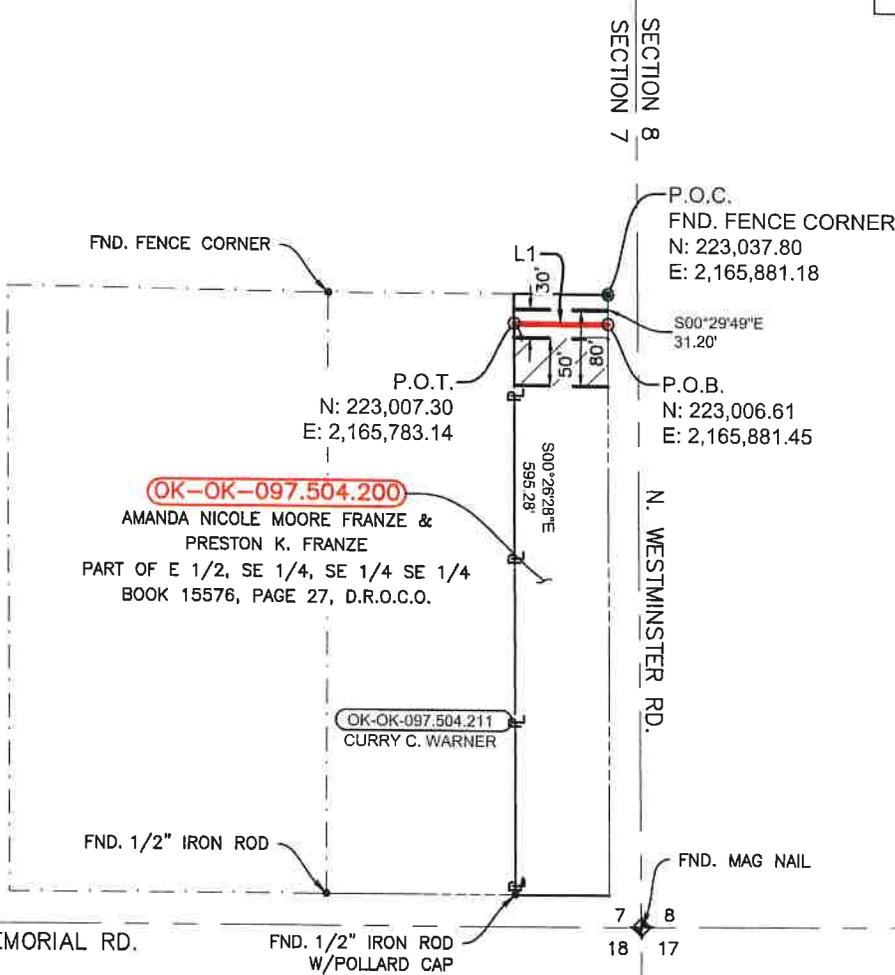


VICINITY  
N.T.S.

**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 7, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-097.504.200**  
**AMANDA NICOLE MOORE FRANZE &**  
**PRESTON K. FRANZE**

CENTERLINE IS 98.31 FEET OR 5.96 RODS  
 PERMANENT EASEMENT IS 0.07 ACRES  
 TEMPORARY WORKSPACE IS 0.11 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N89°35'51"W	98.31'



- NOTES**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.



**LEGEND**

D.R.O.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
	PROPOSED CENTERLINE PROPERTY LINE
	FOUND PROPERTY CORNER AS NOTED
	FOUND SECTION CORNER AS NOTED
	TEMPORARY WORKSPACE (TWS)
	ADDITIONAL TEMPORARY WORKSPACE (ATWS)



LUCIEN C. SCHAFFER, JR. PLS. NO. 2022 (EXPIRATION DATE 12/31/24)



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED OWNERSHIP	JSF	01/28/24	LCS	LCS
0	ISSUED	JMG	01/28/24	JSF	LCS

<b>PP05 PIPELINE REPLACEMENT</b>	
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS AMANDA NICOLE MOORE FRANZE & PRESTON K. FRANZE	
OKLAHOMA COUNTY	OKLAHOMA
DRAWN BY JMG	CHK'D BY JSF
SCALE 1" = 200'	APP'VD BY
DATE 12/27/23	LCS
PROJECT NO. 025492-0010	OK-OK-097.504.200
REVISION 1	SHEET 1 OF 2

1:29:2024 2:48:21 PM JACOB FISHER S:\A\F\PROJECTS\PHILLIPS\_66\PIPELINE\_REPLACE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0870\_MAPPING\008\_PLATS\OK-OK-097.504.200 DOUBLE D FACTOR, INC.DWG

**OK-OK-097.504.200**  
**AMANDA NICOLE MOORE FRANZE & PRESTON K. FRANZE**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A OF LAND CONVEYED TO AMANDA NICOLE MOORE FRANZE & PRESTON K. FRANZE, AS RECORDED IN BOOK 15576, PAGE 27, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE E 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 SITUATED IN SECTION 7, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A FENCE CORNER FOUND AT THE INTERSECTION OF THE NORTH LINE OF SAID FRANZE TRACT WITH THE WEST RIGHT-OF-WAY LINE OF THE NORTH WESTMINSTER ROAD;

THENCE, SOUTH 00°29'49" EAST, A DISTANCE OF 31.20 FEET TO THE **POINT OF BEGINNING** ON THE WEST RIGHT-OF-WAY LINE OF NORTH WESTMINSTER ROAD;

THENCE, NORTH 89°35'51" WEST, A DISTANCE OF 98.31 FEET TO THE **POINT OF TERMINATION** ON THE WEST LINE OF SAID FRANZE TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH "POLLARD" PLASTIC CAP FOUND AT THE INTERSECTION OF THE WEST LINE OF SAID FRANZE TRACT WITH THE NORTH RIGHT-OF-WAY LINE OF EAST MEMORIAL ROAD, BEARS SOUTH 00°26'28" EAST, A DISTANCE OF 595.28 FEET, FOR A TOTAL CENTERLINE LENGTH OF 98.31 FEET OR 5.96 RODS, AND CONTAINING 0.07 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.11 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
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I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT PICTURES THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 1-29-24  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)

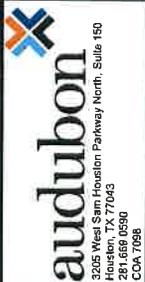


**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS AMANDA NICOLE MOORE FRANZE & PRESTON K. FRANZE

OKLAHOMA COUNTY OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED OWNERSHIP	JSF	01/29/24	LCS	LCS
0	ISSUED	JMG	01/26/24	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'D BY	LCS
DATE	12/27/23		

PROJECT NO.	025492-0010	REVISION	1	SHEET	2 OF 2
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2024030101025379 B: 15686 P: 1519

03/01/2024 11:08:41 AM Pgs: 8

Fee: \$ 32.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **February 17, 2024**

Grantor(s): **Maria Acosta, Individually and as the legal guardian of A. Acosta, a minor child, Jose Valdez and Esther Valdez, of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land being the West Half (W/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 7, Township 13 North, Range 1 West of the Indian Meridan, Oklahoma County, Oklahoma being more particularly described in that certain Quit Claim Deed dated September 26, 2006 from Carmen T. Richardson to Jose Valdez and Esther Valdez and Carlos Acosta and Maria Acosta, recorded in Book 10286, Page 687, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

*Handwritten initials: DJ/30*

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF Oklahoma     §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Maria Acosta, Individually and as the legal guardian of A. Acosta, a minor child, Jose Valdez and Esther Valdez, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land being the West Half (W/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4 of the Southeast Quarter (SE/4) of Section 7, Township 13 North, Range 1 West of the Indian Meridan, Oklahoma County, Oklahoma being more particularly described in that certain Quit Claim Deed dated September 26, 2006 from Carmen T. Richardson to Jose Valdez and Esther Valdez and Carlos Acosta and Maria Acosta, recorded in Book 10286, Page 687, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the

Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 17<sup>th</sup> day of February, 2024 (the "Effective Date").

GRANTOR

Ma. Guadalepe Acosta

Maria Acosta, Individually and as the legal guardian of A. Acosta, a minor child

Jose Valdez

Jose Valdez

Esther Valdez

Esther Valdez

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

§  
§  
§

COUNTY OF Oklahoma

On this 17<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared Maria Acosta, Individually and as the legal guardian of A. Acosta, a minor child, Jose Valdez and Esther Valdez who, being by me duly sworn did say that she executed the Easement, and acknowledged that she executed it as her free act and deed.

Erik Winter Bates

NOTARY PUBLIC

My commission expires: 10/03/27



**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
COUNTY OF Oklahoma §

On this 17<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared Jose Valdez who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.

Erik Winter Bates

NOTARY PUBLIC

My commission expires: 10/03/27



**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
COUNTY OF Oklahoma §

On this 17<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared Esther Valdez who, being by me duly sworn did say that she executed the Easement, and acknowledged that she executed it as her free act and deed.

Erik Winter Bates

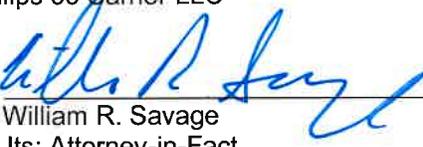
NOTARY PUBLIC

My commission expires: 10/03/27



**GRANTEE**

Phillips 66 Carrier LLC

By:   
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 27<sup>th</sup> day of February, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

**Sharon Kay Wade**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

  
NOTARY PUBLIC

My commission expires: 6-19-24

**EXHIBIT A**

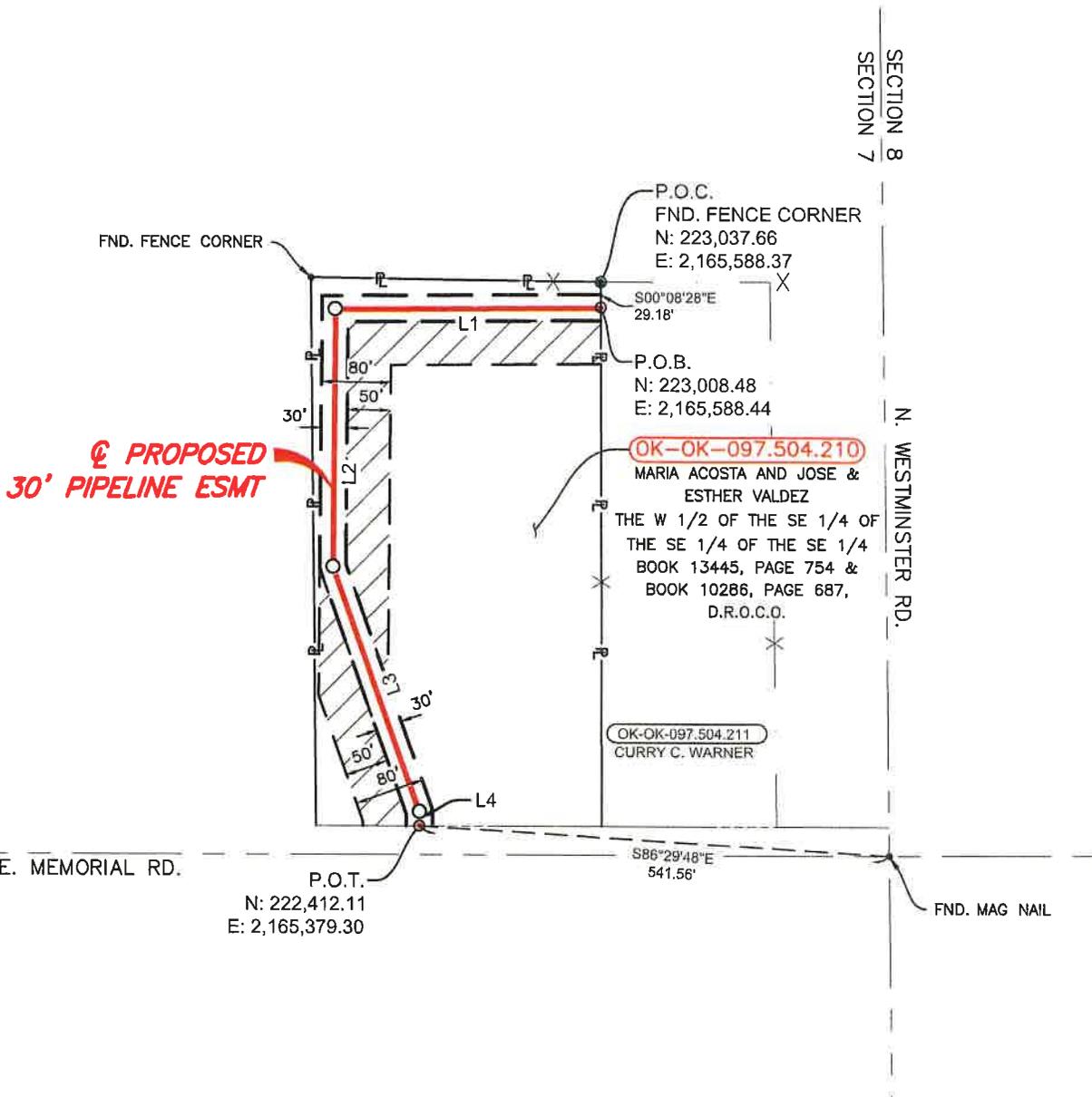
**OKLAHOMA COUNTY, OKLAHOMA  
SECTION 7, TOWNSHIP 13-N, RANGE 1-W,  
INDIAN MERIDIAN  
TRACT NO. OK-OK-097.504.210  
MARIA ACOSTA AND JOSE & ESTHER  
VALDEZ**

CENTERLINE IS 917.42 OR 55.60 RODS  
PERMANENT EASEMENT IS 0.63 ACRES  
TEMPORARY WORKSPACE IS 0.95 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°33'13"W	306.15'
L2	S00°33'13"W	296.89'
L3	S19°35'13"E	298.26'
L4	S00°24'47"W	18.12'



VICINITY  
N.T.S.



**PROPOSED  
30' PIPELINE ESMT**

E. MEMORIAL RD.

P.O.T.  
N: 222,412.11  
E: 2,165,379.30

S86°29'48"E  
541.56'

FND. MAG NAIL

SECTION 7  
SECTION 8

N. WESTMINSTER RD.

P.O.C.  
FND. FENCE CORNER  
N: 223,037.66  
E: 2,165,588.37

S00°08'28"E  
29.18'

P.O.B.  
N: 223,008.48  
E: 2,165,588.44

**OK-OK-097.504.210**  
MARIA ACOSTA AND JOSE &  
ESTHER VALDEZ  
THE W 1/2 OF THE SE 1/4 OF  
THE SE 1/4 OF THE SE 1/4  
BOOK 13445, PAGE 754 &  
BOOK 10286, PAGE 687,  
D.R.O.C.O.

OK-OK-097.504.211  
CURRY C. WARNER



Scale: 1" = 200'

**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 11-18-24  
LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
(EXPIRATION DATE 12/31/24)

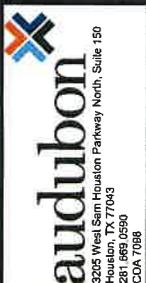


PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
MARIA ACOSTA AND JOSE & ESTHER VALDEZ

OKLAHOMA COUNTY OKLAHOMA



REV	ISSUED	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED		JMG	01/04/24	JSF	LCS

DRAWN BY JMG	CHK'D BY JSF	OK-OK-097.504.210
SCALE 1" = 200'	APP'VD BY LCS	
DATE 12/27/23	REVISION 0	SHEET 1 OF 2

PROJECT NO. 025492-0010

**OK-OK-097.504.210  
MARIA ACOSTA AND JOSE & ESTHER VALDEZ**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO MARIA ACOSTA AND JOSE & ESTHER VALDEZ, AS RECORDED IN BOOK 13445, PAGE 754 & BOOK 10286, PAGE 687, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING A PART OF THE W 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 SITUATED IN SECTION 7, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF SAID MARIA ACOSTA AND JOSE & ESTHER VALDEZ TRACT;

THENCE, SOUTH 00°08'28" EAST, A DISTANCE OF 29.18 FEET TO THE **POINT OF BEGINNING** ON THE EAST LINE OF SAID MARIA ACOSTA AND JOSE & ESTHER VALDEZ TRACT;

THENCE, SOUTH 89°33'13" WEST, A DISTANCE OF 306.15 FEET TO A POINT;

THENCE, SOUTH 00°33'13" WEST, A DISTANCE OF 296.89 FEET TO A POINT;

THENCE, SOUTH 19°35'13" EAST, A DISTANCE OF 298.26 FEET TO A POINT;

THENCE, SOUTH 00°24'47" WEST, A DISTANCE OF 16.12 FEET TO THE **POINT OF TERMINATION** ON THE NORTH RIGHT-OF-WAY LINE OF EAST MEMORIAL ROAD, FROM WHICH A MAG NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 7, BEARS SOUTH 86°29'48" EAST, A DISTANCE OF 541.56 FEET, FOR A TOTAL CENTERLINE LENGTH OF 917.42 OR 55.60 RODS, AND CONTAINING 0.63 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.95 ACRES, MORE OR LESS.

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C Schaffer 1-18-24*  
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS MARIA ACOSTA AND JOSE & ESTHER VALDEZ

OKLAHOMA COUNTY OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	01/04/24	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	LCS
DATE	12/27/23	REVISION	0

PROJECT NO. 025492-0010

OK-OK-097.504.210

SHEET 2 OF 2

2024021401018639 B: 15674 P: 853

02/14/2024 11:01:52 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **January 25, 2024**

Grantor(s): **Curry C. Warner** of Oklahoma County, Oklahoma

Grantee(s): Phillips 66 Carrier, LLC

Mailing Address(s): Phillips 66 Carrier LLC *W*  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959

Legal Description: **That certain tract of land being a part of the E/2 SE/4 SE/4 SE/4 of Section 7, T13N, R1W, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated January 06, 2023 from Lashaunda R. Myers a/k/a Lashunda R. Meyers a/k/a Lashunda R. Warner and Michael William Myers, II, wife and husband, to Curry C. Warner, a married person, recorded in Book 15365, Page 1900, Deed Records, Oklahoma County, Oklahoma, less and except any conveyance heretofore made.**

*7/30*

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Curry C. Warner, a married person, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land being a part of the E/2 SE/4 SE/4 SE/4 of Section 7, T13N, R1W, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated January 06, 2023 from Lashaunda R. Myers a/k/a Lashunda R. Meyers a/k/a Lashunda R. Warner and Michael William Myers, II, wife and husband, to Curry C. Warner, a married person, recorded in Book 15365, Page 1900, Deed Records, Oklahoma County, Oklahoma, less and except any conveyance heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 25 day of January, 2024 (the "Effective Date").

**GRANTOR**

Curry C. Warner  
Curry C. Warner

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF Oklahoma       §

On this 25<sup>th</sup> day of January, 2024, before me Curry C. Warner, the undersigned officer, personally appeared Curry C. Warner, a married person who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.

Erik Winter Bates  
NOTARY PUBLIC

My commission expires: 10/03/27



**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
  §  
COUNTY OF WASHINGTON §

On this 9<sup>th</sup> day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Erik Winter Bates*  
NOTARY PUBLIC

My commission expires: 10/03/27

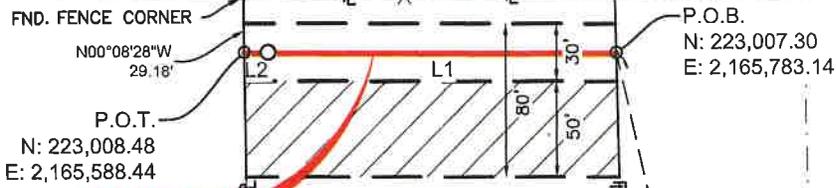




**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 7, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-097.504.211**  
**CURRY C. WARNER**  
 CENTERLINE IS 194.71 FEET OR 11.80 RODS  
 PERMANENT EASEMENT IS 0.13 ACRES  
 TEMPORARY WORKSPACE IS 0.22 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N89°35'51"W	182.25'
L2	S89°33'13"W	12.46'

VICINITY  
N.T.S.



**PROPOSED**  
**30' PIPELINE ESMT**

**OK-OK-097.504.211**

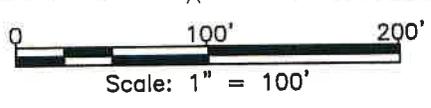
CURRY C. WARNER  
 PART OF THE E 1/2, SE 1/4, SE 1/4,  
 SE 1/4  
 BOOK 15365, PAGE 1900, D.R.O.C.O.

**OK-OK-097.504.210**  
 MARIA ACOSTA AND JOSE & ESTHER VALDEZ

**OK-OK-097.504.200**  
 DOUBLE D FACTOR, INC

N. WESTMINSTER RD.  
 SECTION 8  
 SECTION 7

P.O.C.  
 FND. MAG NAIL  
 N: 222,379.02  
 E: 2,165,919.85



E. MEMORIAL RD.

**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer 11-18-24*  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 CURRY C. WARNER



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	01/04/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY JMG	CHK'D BY JSF	OK-OK-097.504.211	
SCALE 1" = 100'	APP'VD BY	REVISION 0 SHEET 1 OF 2	
DATE 12/27/23	LCS	PROJECT NO. 025492-0010	

**OK-OK-097.504.211  
CURRY C. WARNER**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO CURRY C. WARNER, AS RECORDED IN BOOK 15365, PAGE 1900, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING A PART OF THE E 1/2, SE 1/4, SE 1/4, SE 1/4 SITUATED IN SECTION 7, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING AT A MAG NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 7;**

THENCE, NORTH 12°16'33" WEST, A DISTANCE OF 642.98 FEET TO THE **POINT OF BEGINNING** ON THE EAST LINE OF SAID CURRY C. WARNER TRACT;

THENCE, NORTH 89°35'51" WEST, A DISTANCE OF 182.25 FEET TO A POINT;

THENCE, SOUTH 89°33'13" WEST, A DISTANCE OF 12.46 FEET TO THE **POINT OF TERMINATION** ON THE WEST LINE OF SAID CURRY C. WARNER TRACT, FROM WHICH A FENCE CORNER FOUND AT THE NORTHWEST CORNER OF SAID CURRY C. WARNER TRACT, BEARS NORTH 00°08'28" WEST, A DISTANCE OF 29.18 FEET, FOR A TOTAL CENTERLINE LENGTH OF 194.71 OR 11.80 RODS, AND CONTAINING 0.13 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.22 ACRES, MORE OR LESS.

**NOTES**

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- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C Schaffer 11-18-24*  
LUCIEN C. SCHAFER, JR. PLS NO. 2022  
(EXPIRATION DATE 12/31/24)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS CURRY C. WARNER

OKLAHOMA COUNTY

OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	01/04/24	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	LCS
DATE	12/27/23		

OK-OK-097.504.211
REVISION 0 SHEET 2 OF 2

2024013101012389 B: 15662 P: 618

01/31/2024 10:16:38 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **January 16, 2024**

Grantor(s): **Melvin Loveless** of Oklahoma County, Oklahoma

Grantee(s): Phillips 66 Carrier, LLC

Mailing Address(s): Phillips 66 Carrier LLC *wt*  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959

Legal Description: **10 acres of land, more or less, situated in the SW/4 of the SW/4 of Sec. 8, T13N, R1W, Oklahoma County, Oklahoma, and being more particularly described in that certain Quit Claim Deed dated October 3, 2014, from Vivian Johnson to Melvin Loveless, recorded in Volume 12651, Page 1, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

*7/3*

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Melvin Loveless, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

10 acres of land, more or less, situated in the SW/4 of the SW/4 of Sec. 8, T13N, R1W, Oklahoma County, Oklahoma, and being more particularly described in that certain Quit Claim Deed dated October 3, 2014, from Vivian Johnson to Melvin Loveless, recorded in Volume 12651, Page 1, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations.

Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 16 day of JAN, 2024 (the "Effective Date").

GRANTOR

Melvin Loveless  
Melvin Loveless

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

§  
§  
§  
§

On this 16<sup>th</sup> day of JANUARY, 2024, before me DUANE KINNETT, the undersigned officer, personally appeared Melvin Loveless who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.



Duane Kinnett  
NOTARY PUBLIC

My commission expires: 10/11/27

**GRANTEE**

Phillips 66 Carrier LLC

By: William R. Savage  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 25<sup>th</sup> day of January, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

Sharon Kay Wade  
NOTARY PUBLIC

My commission expires: 6-19-24

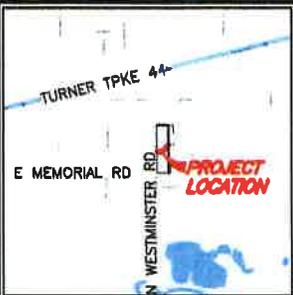
Sharon Kay Wade  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

**EXHIBIT A**

**OKLAHOMA COUNTY, OKLAHOMA  
SECTION 8, TOWNSHIP 13-N, RANGE 1-W,  
INDIAN MERIDIAN  
TRACT NO. OK-OK-097.504  
MELVIN LOVELESS**

CENTERLINE IS 396.16 FEET OR 24.01 RODS  
PERMANENT EASEMENT IS 0.27 ACRES  
TEMPORARY WORKSPACE IS 0.50 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S42°53'04"W	259.11'
L2	N89°35'51"W	137.05'



VICINITY  
N.T.S.

**OK-OK-097.504**  
MELVIN LOVELESS  
CALLED 10 ACRE TRACT  
BOOK 12651, PAGE 1, D.R.O.C.O.

**OK-OK-098.504**  
MELVIN LOVELESS

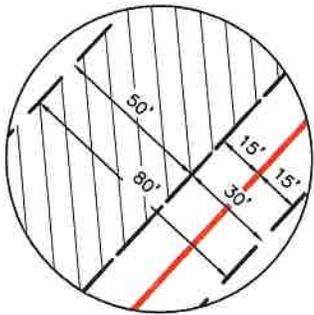
SEE DETAIL "A"

P.O.B.  
N: 223,195.04  
E: 2,166,260.83

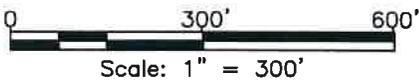
**PROPOSED  
30' PIPELINE ESMT**

P.O.T.  
N: 223,006.14  
E: 2,165,947.46

P.O.C.  
FND. COTTON SPINDLE  
N: 222,414.56  
E: 2,166,266.13



**DETAIL "A"**  
1" = 60'



Scale: 1" = 300'

**NOTES**

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  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
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*Lucien C. Schaffer, Jr.* 1-3-24  
LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
EXPIRATION DATE 12/31/24



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
MELVIN LOVELESS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY JMG	CHK'D BY JSF	OK-OK-097.504	
SCALE 1" = 300'	APP'VD BY	REVISION 0 SHEET 1 OF 2	
DATE 12/12/23	LCS		



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	01/03/24	JSF	LCS

PROJECT NO. 025492-0010

**OK-OK-097.504  
MELVIN LOVELESS**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 10 ACRE TRACT OF LAND CONVEYED TO MELVIN LOVELESS, AS RECORDED IN BOOK 12651, PAGE 1, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID 10 ACRE TRACT OF LAND BEING SITUATED IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A COTTON SPINDLE FOUND AT THE INTERSECTION OF THE EAST LINE OF SAID 10 ACRE TRACT WITH THE NORTH RIGHT-OF-WAY LINE OF EAST MEMORIAL ROAD;

THENCE, NORTH 00°23'19" WEST, A DISTANCE OF 780.50 FEET TO THE **POINT OF BEGINNING** ON THE EAST LINE OF SAID 10 ACRE TRACT;

THENCE, SOUTH 42°53'04" WEST, A DISTANCE OF 259.11 FEET TO A POINT;

THENCE, NORTH 89°35'51" WEST, A DISTANCE OF 137.05 FEET TO THE **POINT OF TERMINATION** ON THE EAST RIGHT-OF-WAY LINE OF N WESTMINSTER RD, FROM WHICH A MAG NAIL FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 8, BEARS SOUTH 02°31'14" WEST, A DISTANCE OF 627.74 FEET, FOR A TOTAL CENTERLINE LENGTH OF 396.16 FEET OR 24.01 RODS, AND CONTAINING 0.27 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.50 ACRES, MORE OR LESS.

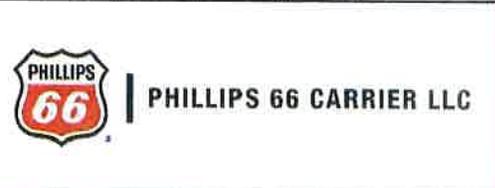
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*Lucien C. Schaffer, Jr. 1-3-24*  
LUCIEN C. SCHAFER, JR.      PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	01/03/24	JSF	LCS

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
MELVIN LOVELESS

OKLAHOMA COUNTY      OKLAHOMA

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	LCS
DATE	12/12/23	REVISION	0

PROJECT NO. 025492-0010      OK-OK-097.504      SHEET 2 OF 2

2024013101012388 B: 15662 P: 611

01/31/2024 10:16:38 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **January 16, 2024**

Grantor(s): **Melvin Loveless** of Oklahoma County, Oklahoma

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **3.11 acres of land, more or less, situated in the SW/4 of Section 8, T13N, R1W, Oklahoma County, Oklahoma, and being more particularly described in that certain Quit Claim Deed dated October 03, 2014, from Vivian Johnson to Melvin Loveless, recorded in Volume 12651, Page 1297, Deed Records, Oklahoma County, Texas, less and except any conveyances heretofore made.**

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Melvin Loveless, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

3.11 acres of land, more or less, situated in the SW/4 of Section 8, T13N, R1W, Oklahoma County, Oklahoma, and being more particularly described in that certain Quit Claim Deed dated October 03, 2014, from Vivian Johnson to Melvin Loveless, recorded in Volume 12651, Page 1297, Deed Records, Oklahoma County, Texas, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations.

Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 16 day of JAN, 2024 (the "Effective Date").

GRANTOR

Melvin Loveless  
Melvin Loveless

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

§  
§  
§

On this 16<sup>th</sup> day of JANUARY, 2024, before me DUANE KINNETT, the undersigned officer, personally appeared Melvin Loveless who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.



Duane Kinnett  
NOTARY PUBLIC  
My commission expires: 10/11/27

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

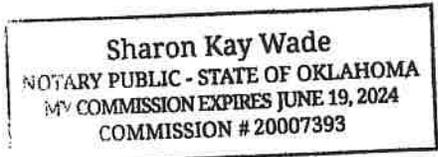
**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 25<sup>th</sup> day of January, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

*Sharon Kay Wade*  
NOTARY PUBLIC

My commission expires: 12-19-24

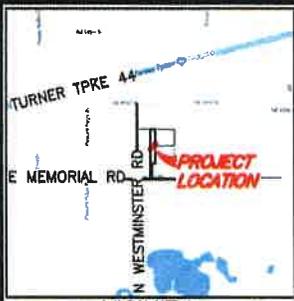


**EXHIBIT A**

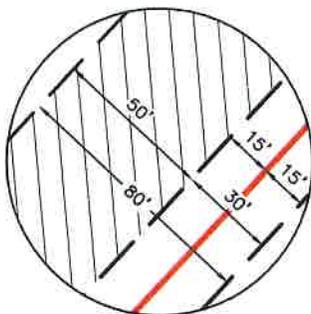
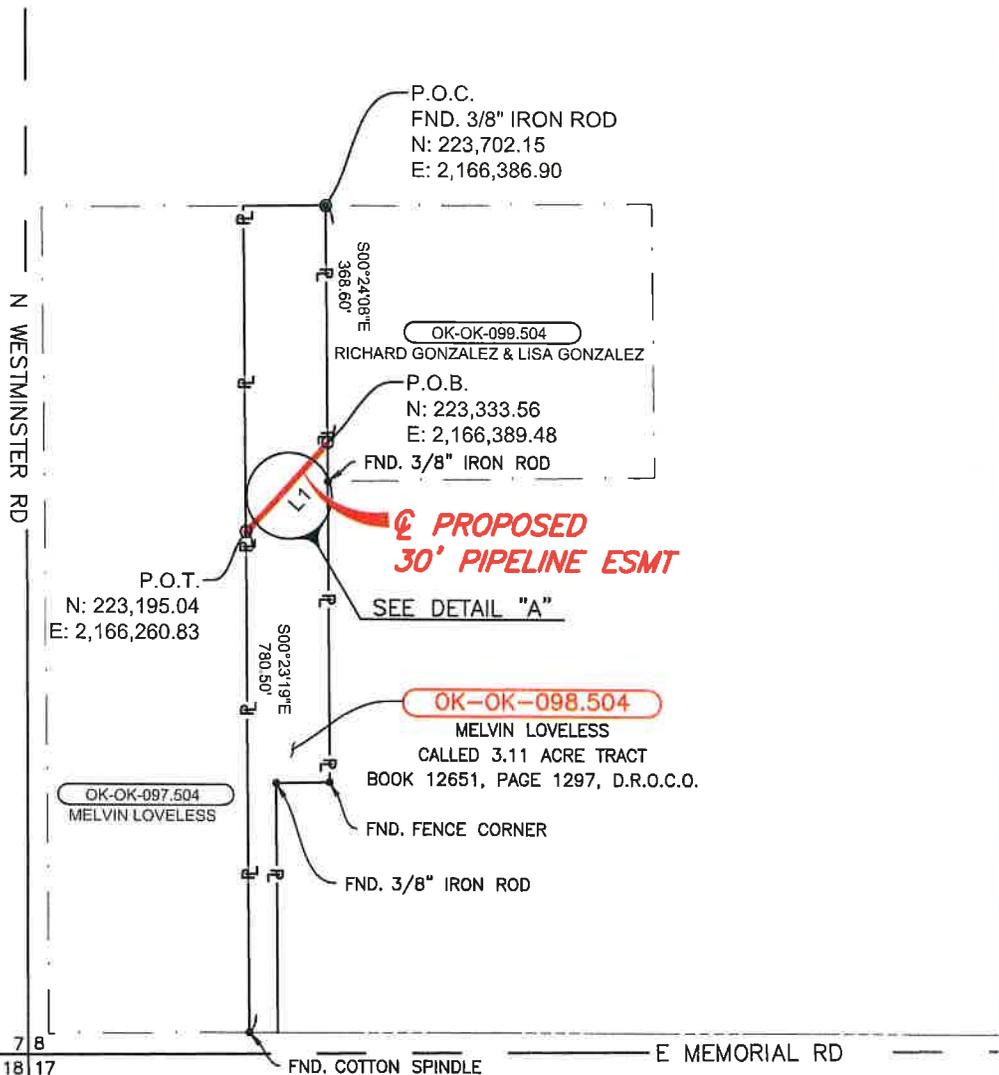
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 8, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-098.504**  
**MELVIN LOVELESS**

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S42°53'04"W	189.05'

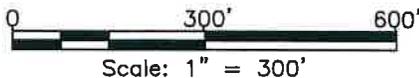
CENTERLINE IS 189.05 FEET OR 11.46 RODS  
 PERMANENT EASEMENT IS 0.13 ACRES  
 TEMPORARY WORKSPACE IS 0.22 ACRES



VICINITY  
N.T.S.



**DETAIL "A"**  
1" = 60'



Scale: 1" = 300'

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 1-3-24  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS MELVIN LOVELESS

OKLAHOMA COUNTY OKLAHOMA

REV	ISSUED	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE 1" = 300'	APP'VD BY	TRACT NO.	REVISION	SHEET
0	ISSUED		JMG	01/03/24	JSF	LCS	SCALE 1" = 300'	APP'VD BY	OK-OK-098.504	0	1 OF 2
							PROJECT NO.	025492-0010			
							DATE	12/12/23			



**OK-OK-098.504  
MELVIN LOVELESS**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 3.11 ACRE TRACT OF LAND CONVEYED TO MELVIN LOVELESS, AS RECORDED IN BOOK 12651, PAGE 1297, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID 3.11 ACRE TRACT OF LAND BEING SITUATED IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A 3/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.11 ACRE TRACT;

THENCE, SOUTH 00°24'08" EAST, A DISTANCE OF 368.60 FEET TO THE **POINT OF BEGINNING** ON THE MOST NORTHERLY EAST LINE OF SAID 3.11 ACRE TRACT;

THENCE, SOUTH 42°53'04" WEST, A DISTANCE OF 189.05 FEET TO THE **POINT OF TERMINATION** ON THE WEST LINE OF SAID 3.11 ACRE TRACT, FROM WHICH A COTTON SPINDLE FOUND AT THE INTERSECTION OF THE WEST LINE OF SAID 3.11 ACRE TRACT WITH THE NORTH RIGHT-OF-WAY LINE OF EAST MEMORIAL ROAD, BEARS SOUTH 00°23'19" EAST, A DISTANCE OF 780.50 FEET, FOR A TOTAL CENTERLINE LENGTH OF 189.05 FEET OR 11.46 RODS, AND CONTAINING 0.13 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.22 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2D10, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER—OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 11-3-24  
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



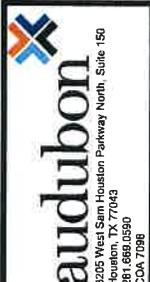
PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
MELVIN LOVELESS

OKLAHOMA COUNTY

OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	01/03/24	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	LCS
DATE	12/12/23	REVISION	0
PROJECT NO.	025492-0010	SHEET	2 OF 2

2024031901033838 B: 15701 P: 1892  
03/19/2024 10:26:23 AM Pgs: 7  
Fee: \$ 30.00  
Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



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*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

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*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **March 5, 2024**

Grantor(s): **Richard Gonzalez and Lisa Gonzalez of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land, situated in the SW/4 of the SW/4 of Sec. 8, T13N, R1W, Oklahoma County, Oklahoma, being more particularly described in that certain Joint Tenancy Warranty Deed dated January 7, 2005, from Pecan Acres to Richard Gonzalez and Lisa Gonzalez, as joint tenants and not as tenants in common, with the right of survivorship, recorded in Volume 9582, Page 963, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

EASEMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA § KNOW ALL MEN BY THESE PRESENTS

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Richard Gonzalez and Lisa Gonzalez, as joint tenants and not as tenants in common, with the right of survivorship, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land, situated in the SW/4 of the SW/4 of Sec. 8, T13N, R1W, Oklahoma County, Oklahoma, being more particularly described in that certain Joint Tenancy Warranty Deed dated January 7, 2005, from Pecan Acres to Richard Gonzalez and Lisa Gonzalez, as joint tenants and not as tenants in common, with the right of survivorship, recorded in Volume 9582, Page 963, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual

damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 5<sup>th</sup> day of March, 2024 (the "Effective Date").

**GRANTOR**

Richard Gonzalez  
Richard Gonzalez

Lisa Gonzalez  
Lisa Gonzalez

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF oklahoma       §

On this 5<sup>th</sup> day of March, 2024, before me Tate Walker, the undersigned officer, personally appeared Richard Gonzalez who, being by me duly sworn did say that he executed the Easement, and acknowledged that he executed it as his free act and deed.



Tate Walker  
NOTARY PUBLIC

My commission expires: 09/20/27

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF oklahoma       §

On this 1<sup>st</sup> day of March, 2024, before me Tate Walker, the undersigned officer, personally appeared Lisa Gonzalez who, being by me duly sworn did say that she executed the Easement, and acknowledged that she executed it as her free act and deed.



Tate Walker  
NOTARY PUBLIC

My commission expires: 09/20/27

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 14<sup>th</sup> day of March, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

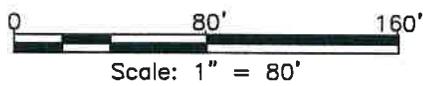
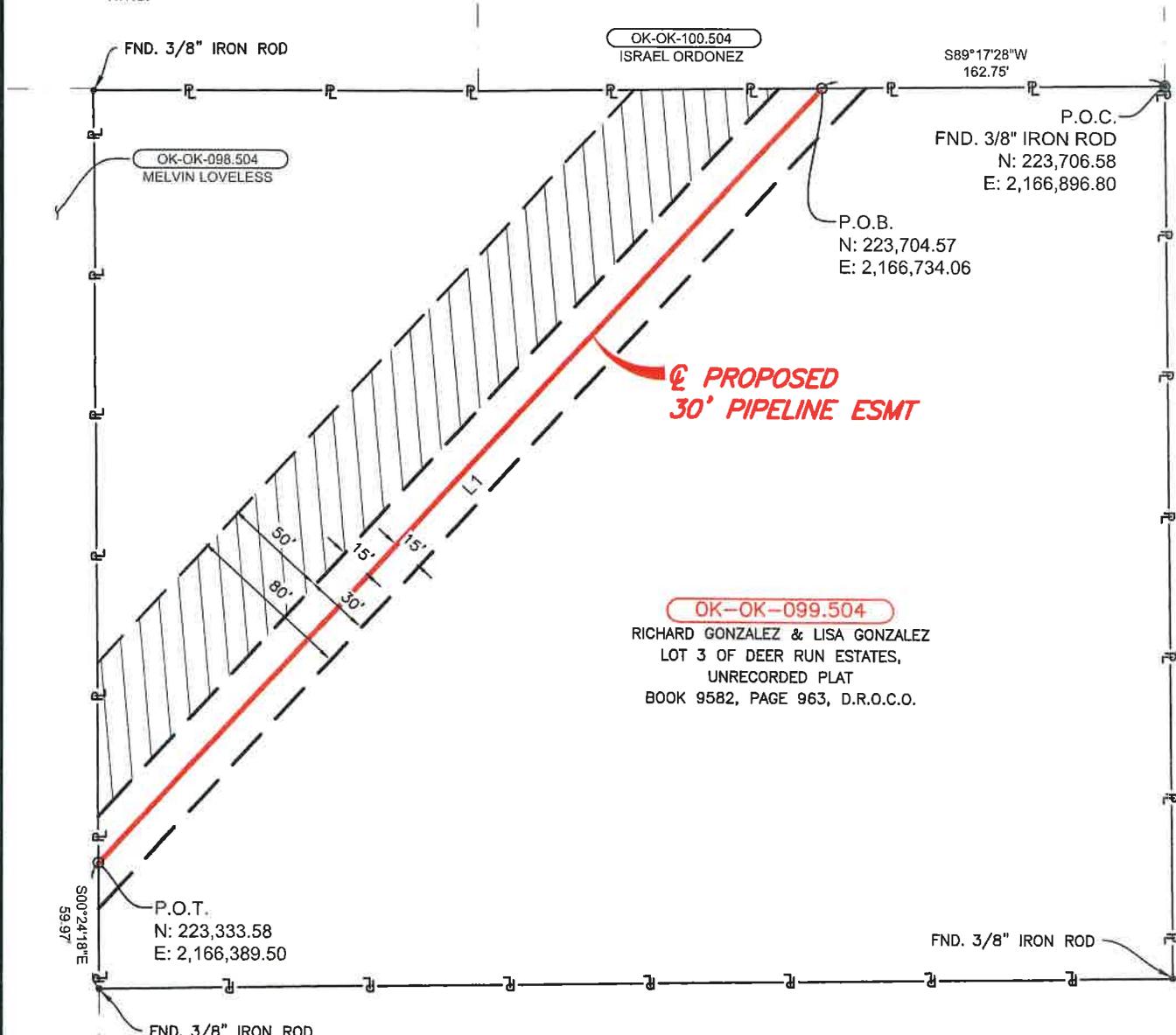
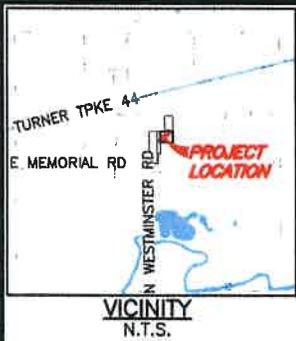
Sharon Kay Wade  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

*Sharon Kay Wade*  
NOTARY PUBLIC  
My commission expires: 6-19-24

**EXHIBIT A**

**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 8, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-099.504**  
**RICHARD GONZALEZ & LISA GONZALEZ**  
 CENTERLINE IS 506.32 FEET OR 30.69 RODS  
 PERMANENT EASEMENT IS 0.35 ACRES  
 TEMPORARY WORKSPACE IS 0.49 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S42°53'04"W	506.32'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C Schaffer* 12-22-23  
 LUCIEN C. SCHAFER, JR. PLS NO. 2022  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 RICHARD GONZALEZ & LISA GONZALEZ

OKLAHOMA COUNTY OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	JMG	12/18/23	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	1" = 80'	APP'VD BY	LCS
DATE	12/12/23	REVISION	0
PROJECT NO.	025492-0010	SHEET	1 OF 2

**OK-OK-099.504  
RICHARD GONZALEZ & LISA GONZALEZ**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS LOT 3 OF DEER RUN ESTATES, UNRECORDED PLAT CONVEYED TO RICHARD GONZALEZ AND LISA GONZALEZ, AS RECORDED IN BOOK 9582, PAGE 963, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING SITUATED IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING**, AT A 3/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 3 OF DEER RUN ESTATES, UNRECORDED PLAT;

THENCE, SOUTH 89°17'28" WEST, A DISTANCE OF 162.75 FEET TO THE **POINT OF BEGINNING** ON THE NORTH LINE OF SAID LOT 3 OF DEER RUN ESTATES, UNRECORDED PLAT;

THENCE, SOUTH 42°53'04" WEST, A DISTANCE OF 506.32 FEET TO THE **POINT OF TERMINATION** ON THE WEST LINE OF SAID LOT 3 OF DEER RUN ESTATES, UNRECORDED PLAT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3 OF DEER RUN ESTATES, UNRECORDED PLAT, BEARS SOUTH 00°24'18" EAST, A DISTANCE OF 59.97 FEET, FOR A TOTAL CENTERLINE LENGTH OF 506.32 FEET OR 30.69 RODS, AND CONTAINING 0.35 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.49 ACRES, MORE OR LESS.

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* / 12-22-23  
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS RICHARD GONZALEZ & LISA GONZALEZ

OKLAHOMA COUNTY OKLAHOMA

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	APP'VD BY
0	ISSUED	JMG	12/18/23	JSF	LCS			

PROJECT NO. 025492-0010

DRAWN BY	JMG	CHK'D BY	JSF
DATE	12/12/23	APP'VD BY	LCS
REVISION	0	SHEET	2 OF 2



2024050801059451 B: 15748 P: 282

05/08/2024 10:25:11 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



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*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

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*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **April 24, 2024**

Grantor(s): **Israel Ordonez** of Oklahoma County, Oklahoma

Grantee(s): Phillips 66 Carrier, LLC

Mailing Address(s): <sup>W1</sup> Phillips 66 Carrier, LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959

Legal Description: **The W/2 of the SE/4 of the NW/4 of the SW/4 of Section 8, T13N. R1W, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated April 7, 2023, from Jeremiah R. Smith, a single man to Israel Ordonez, recorded in Volume 15430 Page 1257, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

7/30

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Israel Ordonez, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

The W/2 of the SE/4 of the NW/4 of the SW/4 of Section 8, T13N. R1W, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated April 7, 2023, from Jeremiah R. Smith, a single man to Israel Ordonez, recorded in Volume 15430 Page 1257, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made. (the "Property")

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted easement, and Grantor will not change the grade of the easement without the express written consent of Grantee.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual

damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantor shall have the right to fully use and enjoy the Property except as to the rights herein before granted and subject to the restrictions set forth herein. Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 24<sup>th</sup> day of April, 2024 (the "Effective Date").



**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
  §  
COUNTY OF WASHINGTON §

On this 16<sup>th</sup> day of May, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

**Sharon Kay Wade**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

*Sharon Kay Wade*  
NOTARY PUBLIC

My commission expires: 6-19-24

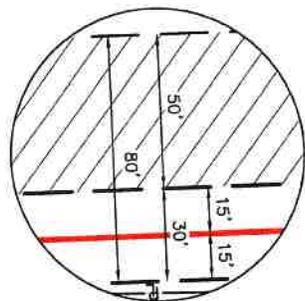


VICINITY  
N.T.S.

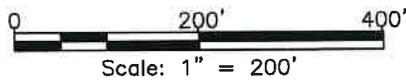
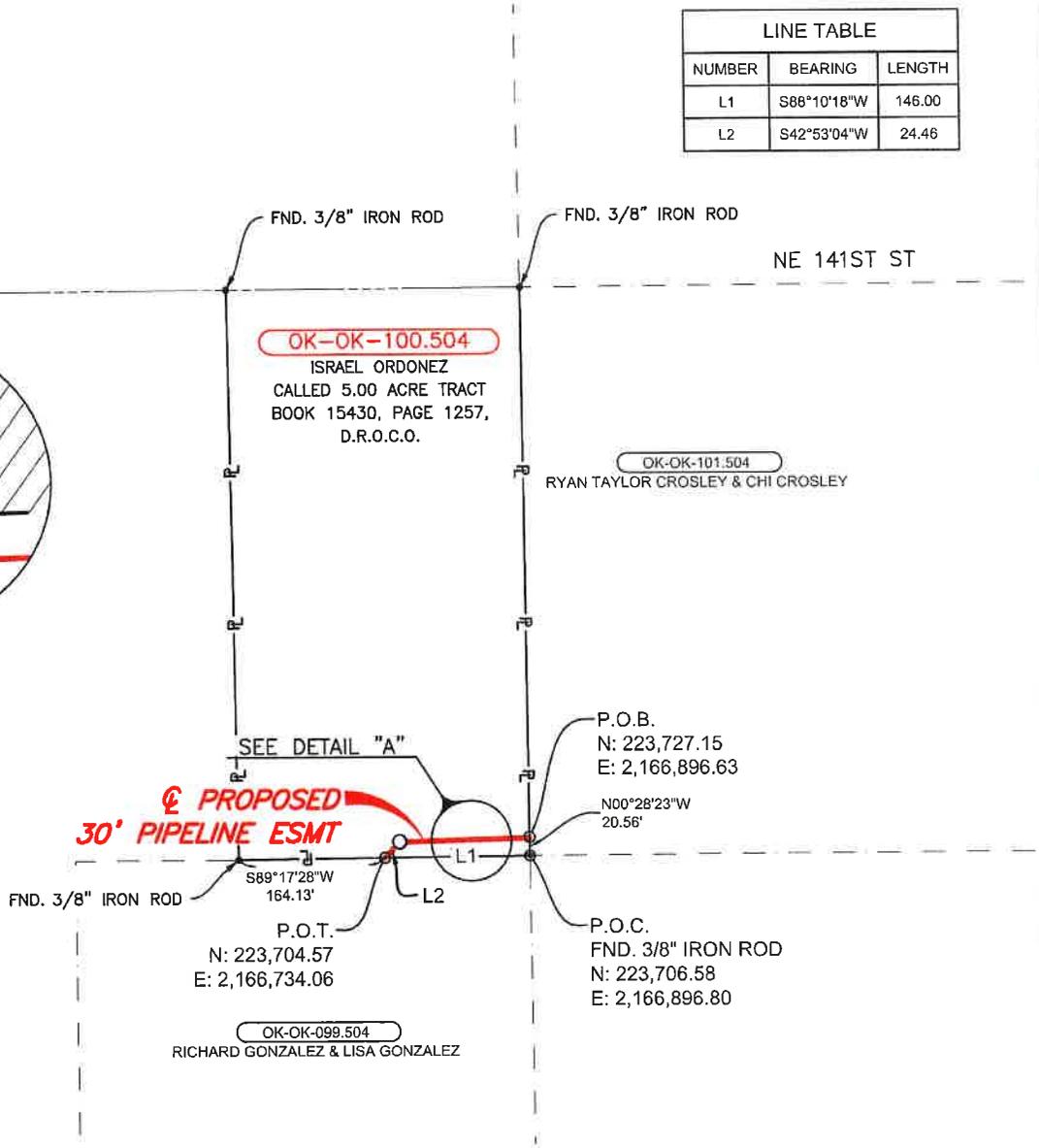
**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
 SECTION 8, TOWNSHIP 13-N, RANGE 1-W,  
 INDIAN MERIDIAN  
**TRACT NO. OK-OK-100.504**  
**ISRAEL ORDONEZ**

CENTERLINE IS 170.46 FEET OR 10.33 RODS  
 PERMANENT EASEMENT IS 0.12 ACRES  
 TEMPORARY WORKSPACE IS 0.28 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S86°10'18"W	146.00
L2	S42°53'04"W	24.46



**DETAIL "A"**  
1" = 60'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 3-28-24  
 LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PHILLIPS 66 CARRIER LLC**

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 ISRAEL ORDONEZ



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED ROUTE	JMG	03/27/24	JSF	LCS
0	ISSUED	JMG	12/22/23	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY JMG	CHK'D BY JSF	OK-OK-100.504	
SCALE 1" = 200'	APP'D BY LCS	REVISION	SHEET 1 OF 2
DATE 12/11/12		1	

PROJECT NO. 025492-0010

3.27.2024 7:02:15 AM JOSE GONZALEZ S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870\_MAPPING\008\_PLATS\OK-OK-100.504 ISRAEL ORDONEZ.DWG

**OK-OK-100.504  
ISRAEL ORDONEZ**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO ISRAEL ORDONEZ, AS RECORDED IN BOOK 15430, PAGE 1257, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING CALLED 5.00 ACRE TRACT) OF LAND BEING SITUATED IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING, AT A 3/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 5.00 ACRE TRACT;

THENCE, NORTH 00°28'23" WEST, A DISTANCE OF 20.56 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF SAID 5.00 ACRE TRACT;

THENCE, SOUTH 88°10'18" WEST, A DISTANCE OF 146.00 FEET TO POINT;

THENCE, SOUTH 42°53'04" WEST, A DISTANCE OF 24.46 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID 5.00 ACRE TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.00 ACRE TRACT, BEARS SOUTH 89°17'28" WEST, A DISTANCE OF 164.13 FEET, FOR A TOTAL CENTERLINE LENGTH OF 170.46 FEET OR 10.33 RODS, AND CONTAINING 0.12 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.28 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 3-28-24  
LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
(EXPIRATION DATE 12/31/24)



**PHILLIPS 66 CARRIER LLC**



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED ROUTE	JMG	03/27/24	JSF	LCS
0	ISSUED	JMG	12/22/23	JSF	LCS

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
ISRAEL ORDONEZ

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY JMG	CHK'D BY JSF	OK-OK-100.504
SCALE NTS	APP'VD BY LCS	
DATE 12/11/12	REVISION 1	SHEET 2 OF 2

PROJECT NO. 025492-0010

2024051701064376 B: 15756 P: 194

05/17/2024 10:20:49 AM Pgs: 9

Fee: \$ 34.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **May 3, 2024**

Grantor(s): **Ryan Taylor Crosley and Chi Crosley of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): <sup>W1</sup> Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959

Legal Description: **The E/2 of the SE/4 of the NW/4 of the SW/4 of Section 8, T13N, R1W, and the W/2 of the SW/4 of the NE/4 of the SW/4 of Section 8, T13N, R1W, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated September 16, 2022, from Saykham Vannarath and Chan Vannarath, a married couple, to Ryan Taylor Crosley and Chi Crosley, recorded in Volume 15278, Page 1897, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

9/18/24 | 34

**EASEMENT**

STATE OF OKLAHOMA           §  
  §           KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA       §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Ryan Taylor Crosley and Chi Crosley, as joint tenants in common, with the right of survivorship, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") do hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one pipeline; above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

The East Half (E/2) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 8, Township 13 North, Range 1 West, and the West Half (W/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 8, Township 13 North, Range 1 West, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated September 16, 2022, from Saykham Vannarath and Chan Vannarath, a married couple, to Ryan Taylor Crosley and Chi Crosley, recorded in Volume 15278, Page 1897, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A". Grantee's rights to the temporary easement shall terminate upon the completion of the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress to and egress from the easement, provided that, upon completion of the initial construction of the Facilities and restoration of the Property, and except in cases of emergency, Grantee shall access the easement (a) from public roads, public rights-of-way or other easements to which Grantee has the right to access and (b) along the existing road shown in EXHIBIT "B" attached hereto and made a part hereof and (c) along other roads or routes on Grantor's lands designated by Grantor, for all purposes necessary or incidental to the exercise of the rights herein granted. Grantee agrees to make reasonable repairs of any damage to Grantor's gates or roads caused by Grantee's use.

Grantee shall have the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same. Grantee shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads. Grantee shall remove all debris and refuse which may be the product of any construction or maintenance work by Grantee from the easement.

Notwithstanding anything to the contrary herein, Grantee shall cause no above ground appurtenances to be constructed on the easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the Facilities including, without limitation, vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, river or creek crossings, road crossings, railroads, at points where the pipeline changes direction and at any other location required by applicable law, regulation or rule.

Grantee shall use the easement solely for the purposes specified in this Easement. There shall be no hunting or fishing on the easement or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the easement by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

Grantor may use the easement for all residential, agricultural, recreational, commercial and industrial purposes; provided that Grantor shall not construct, nor permit others to construct, any improvements on, across or within the easement which would interfere with Grantee's exercise of the rights herein conveyed. Consistent with the foregoing, Grantor may, with the express written consent of Grantee after its review and approval of construction plans, which consent shall not be unreasonably withheld, lay, construct, and maintain or grant or convey the right to any other person or legal entity to lay, construct, and maintain a pipeline or lines, driveways, streets, highways, fences, or any desired utility, over and/or through and across (but not along and within) the easement, so long as (a) the proposed facility does not impair Grantee's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Grantee's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Grantee shall indemnify, defend and hold harmless Grantor against all third-party claims, suits, liabilities and damages on account of injury or death of persons or damage to property resulting from Grantee's exercise of the rights herein granted, except to the extent that such claims, suits, liabilities or damages are caused by Grantor or Grantor's employees, contractors or agents.

Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 3 day of May, 2024 (the "Effective Date").

**GRANTOR**

Ryan Taylor Crosley  
Ryan Taylor Crosley

Chi Crosley  
Chi Crosley

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF Oklahoma       §

On this 3 day of May, 2024, before me Michael Rowe,  
the undersigned officer, personally appeared Ryan Taylor Crosley who, being by me duly sworn did say  
that he executed the Easement, and acknowledged that he executed it as his free act and deed.

Notary Public State of Oklahoma  
Michael Rowe  
My Commission # 23011111  
Expires 8/17/2027

Michael Rowe  
NOTARY PUBLIC

My commission expires: 8/17/2027

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF Oklahoma       §

On this 3 day of May, 2024, before me Michael Rowe,  
the undersigned officer, personally appeared Chi Crosley who, being by me duly sworn did say that she  
executed the Easement, and acknowledged that she executed it as her free act and deed.

Notary Public State of Oklahoma  
Michael Rowe  
My Commission # 23011111  
Expires 8/17/2027

Michael Rowe  
NOTARY PUBLIC

My commission expires: 8/17/2027

**GRANTEE**

Phillips 66 Carrier LLC

By:

William R. Savage  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
  §  
COUNTY OF WASHINGTON §

On this 15<sup>th</sup> day of May, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

**Sharon Kay Wade**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

Sharon Kay Wade  
NOTARY PUBLIC

My commission expires: 6-19-24

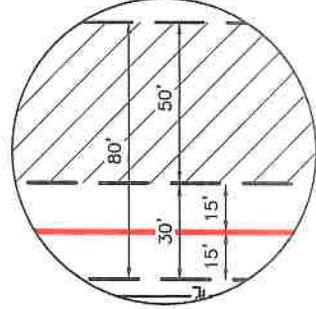
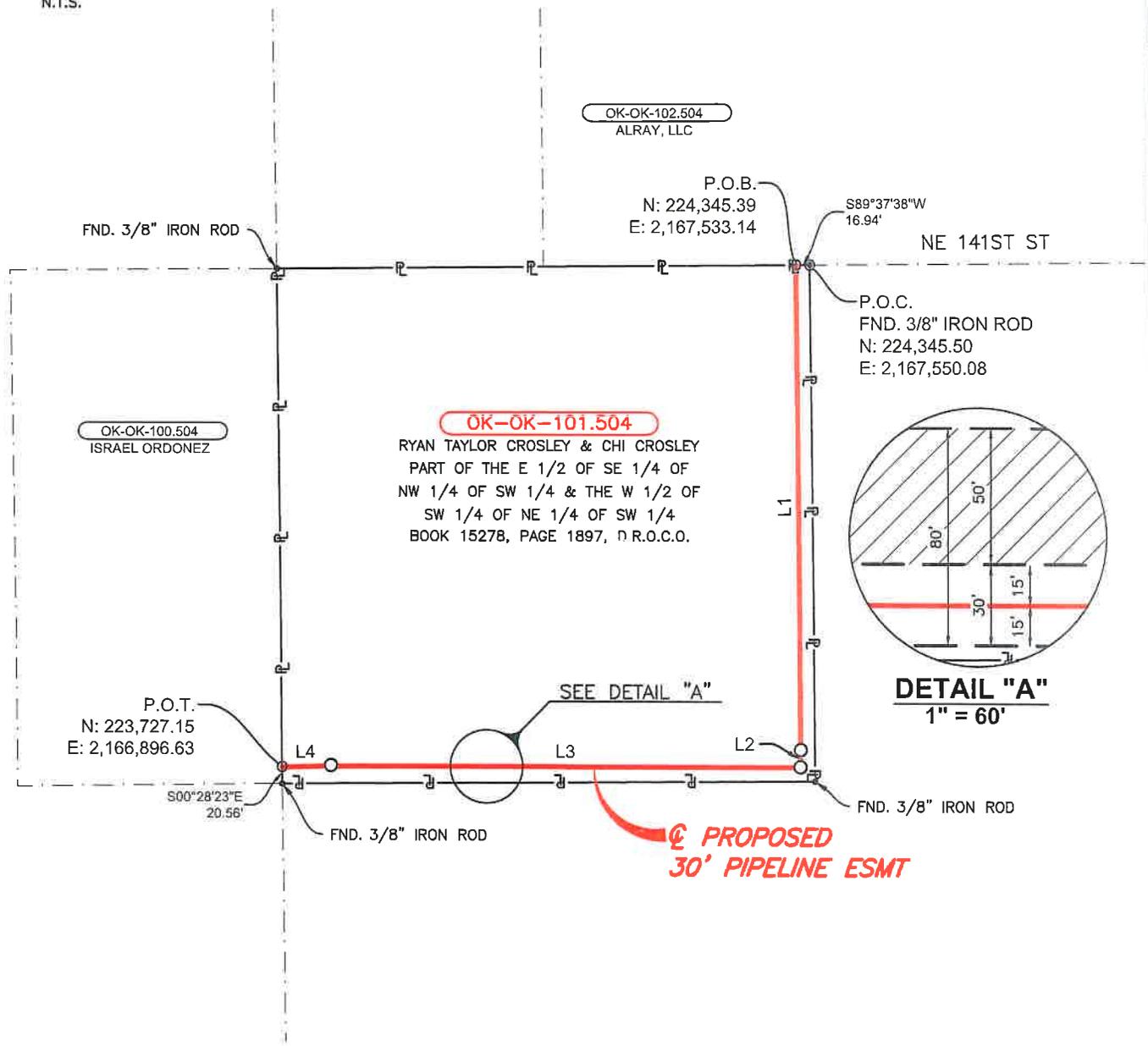


VICINITY  
N.T.S.

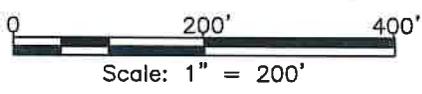
**EXHIBIT A**

OKLAHOMA COUNTY, OKLAHOMA  
SECTION 8, TOWNSHIP 13-N, RANGE 1-W,  
INDIAN MERIDIAN  
**TRACT NO. OK-OK-101.504**  
**RYAN TAYLOR CROSLLEY & CHI CROSLLEY**  
CENTERLINE IS 1,258.02 OR 76.24 RODS  
PERMANENT EASEMENT IS 0.87 ACRES  
TEMPORARY WORKSPACE IS 1.35 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°26'53"E	596.10
L2	S01°05'16"W	21.12
L3	N89°54'44"W	580.35
L4	S88°10'18"W	60.45



**DETAIL "A"**  
1" = 60'



- NOTES**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C Schaffer 3-28-24*  
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS RYAN TAYLOR CROSLLEY & CHI CROSLLEY



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED ROUTE	JMG	03/27/24	JSF	LCS
0	ISSUED	JMG	12/18/23	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY JMG	CHK'D BY JSF	OK-OK-101.504	
SCALE 1" = 200'	APP'VD BY	REVISION 1 SHEET 1 OF 2	
DATE 12/11/23	LCS		

**OK-OK-101.504  
RYAN TAYLOR CROSLEY & CHI CROSLEY**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO RYAN TAYLOR CROSLEY AND CHI CROSLEY, AS RECORDED IN BOOK 15278, PAGE 1897, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE E 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 & THE W 1/2 OF SW 1/4 OF NE 1/4 OF SW 1/4 IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A 3/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID RYAN TAYLOR CROSLEY AND CHI CROSLEY TRACT;

THENCE, SOUTH 89°37'38" WEST, A DISTANCE OF 16.94 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID RYAN TAYLOR CROSLEY AND CHI CROSLEY TRACT;

THENCE, SOUTH 00°26'53" EAST, A DISTANCE OF 596.10 FEET TO POINT;

THENCE, SOUTH 01°05'16" WEST, A DISTANCE OF 21.12 FEET TO POINT;

THENCE, NORTH 89°54'44" WEST, A DISTANCE OF 580.35 FEET TO POINT;

THENCE, SOUTH 88°10'18" WEST, A DISTANCE OF 60.45 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID RYAN TAYLOR CROSLEY AND CHI CROSLEY TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID RYAN TAYLOR CROSLEY AND CHI CROSLEY TRACT, BEARS SOUTH 00°28'23" EAST, A DISTANCE OF 20.56 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,258.02 OR 76.24 RODS, AND CONTAINING 0.87 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.35 ACRES, MORE OR LESS.

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT REPLICATES THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 3-28-24  
LUCIEN C. SCHAFFER, JR. PLS NO. 2022  
(EXPIRATION DATE 12/31/24)

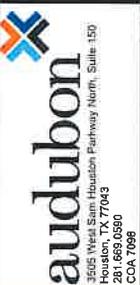


PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS RYAN TAYLOR CROSLEY & CHI CROSLEY

OKLAHOMA COUNTY OKLAHOMA

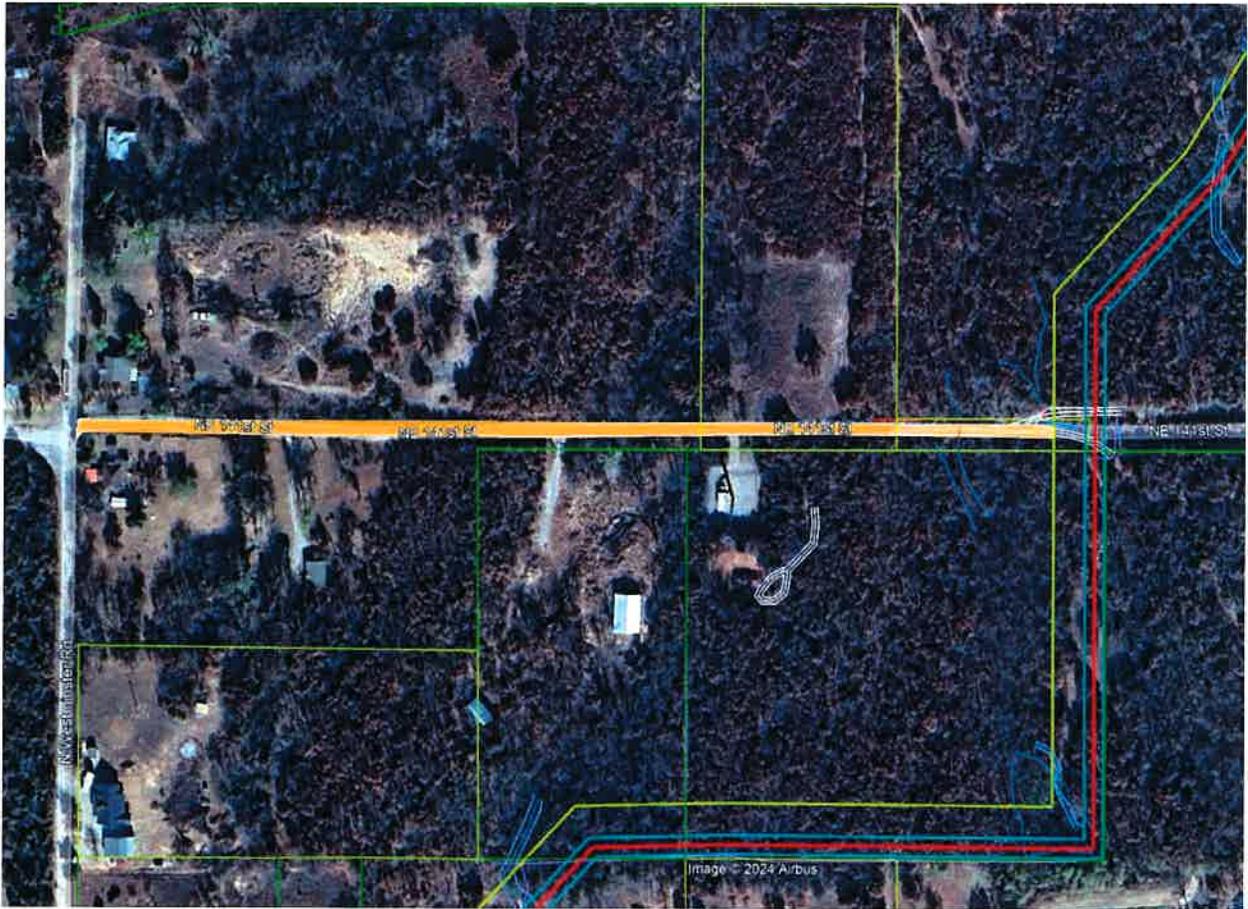


REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED ROUTE	JMG	03/27/24	JSF	LCS
0	ISSUED	JMG	12/18/23	JSF	LCS

DRAWN BY	JMG	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	LCS
DATE	12/11/23		

PROJECT NO.	025492-0010
REVISION	1
SHEET	2 OF 2

## Exhibit B



OK-OK-101.504 TAR

2024051701064381 B: 15756 P: 233

05/17/2024 10:20:49 AM Pgs: 8

Fee: \$ 32.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



*(Space above reserved for Recorder of Deeds certification)*

## COVER SHEET

*(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)*

Title of Document: **Easement**

Date of Document: **May 2, 2024**

Grantor(s): **Alray, L.L.C., an Oklahoma limited liability company of Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): <sup>W1</sup> **Phillips 66 Carrier LLC  
Attention: Real Estate Manager  
P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land, situated in the W/2 of Section 8, T13N, R1W, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated June 3, 2011, from Grace Land Investments, LLC to Alray, LLC, recorded in Volume 11647, Page 1715, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Alray, L.L.C., an Oklahoma limited liability company, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land, situated in the W/2 of Section 8, T13N, R1W, Oklahoma County, Oklahoma, being more particularly described in that certain Warranty Deed dated June 3, 2011, from Grace Land Investments, LLC to Alray, LLC, recorded in Volume 11647, Page 1715, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same.

Grantor may use the easement for all residential, agricultural, recreational, commercial and industrial purposes; provided that Grantor shall not construct, nor permit others to construct, any improvements on, across or within the easement which would interfere with Grantee's exercise of the rights herein conveyed. Consistent with the foregoing, Grantor may, with the express written consent of Grantee after its review and approval of construction plans, which consent shall not be unreasonably withheld, lay, construct, and maintain or grant or convey the right to any other person or legal entity to lay, construct, and maintain a pipeline or lines, driveways, streets, highways, fences, or any desired utility, over and/or through

and across (but not along and within) the easement, so long as (a) the proposed facility does not impair Grantee's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Grantee's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 2<sup>ND</sup> day of MAY, 2024 (the "Effective Date").

**GRANTOR**

Alray, L.L.C., an Oklahoma limited liability company

By: *Robin Bayless*

Print Name: Robin Bayless

Its: Member

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

On this 2<sup>ND</sup> day of MAY, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared ROBIN BAYLESS, known to me (or satisfactorily proven) to be the person whose name is subscribed as MEMBER, of Alray, L.L.C., an Oklahoma limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said Easement.



*Christopher Beckett*  
NOTARY PUBLIC

My commission expires: 07-30-2027

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA     §  
  §  
COUNTY OF WASHINGTON §

On this 15<sup>th</sup> day of May, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

**Sharon Kay Wade**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

*Sharon Kay Wade*  
NOTARY PUBLIC

My commission expires: 6-19-24

# Exhibit B



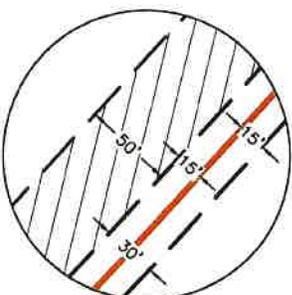
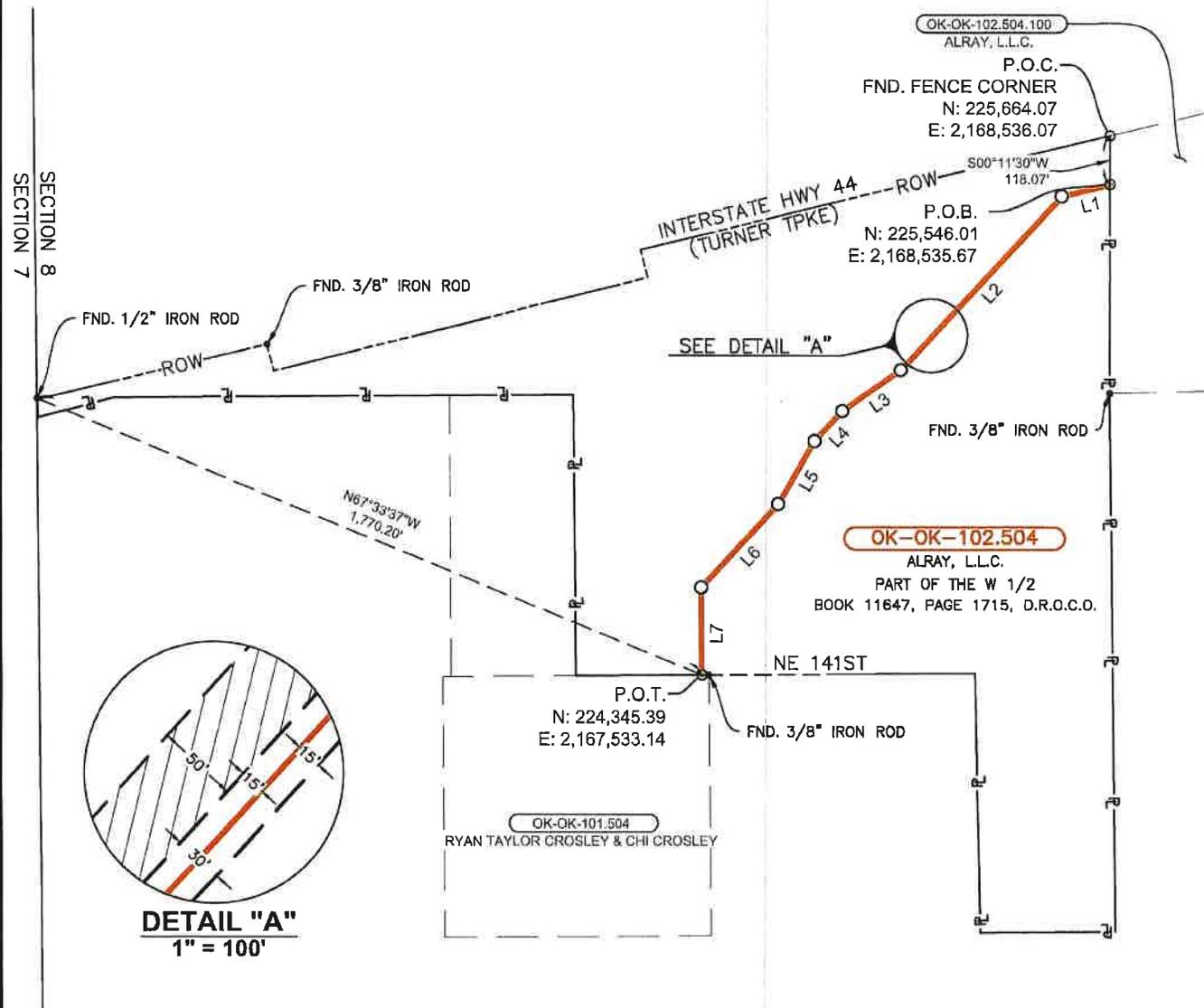


VICINITY  
N.T.S.

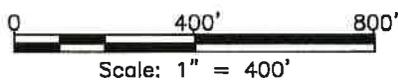
**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 8, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-102.504**  
**ALRAY, L.L.C.**

CENTERLINE IS 1,649.13 FEET OR 99.95 RODS  
 PERMANENT EASEMENT IS 1.14 ACRES  
 TEMPORARY WORKSPACE IS 1.97 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S76°22'02"W	121.36
L2	S42°53'04"W	579.28
L3	S54°53'04"W	175.18
L4	S42°53'04"W	100.00
L5	S30°53'04"W	175.18
L6	S42°53'04"W	280.40
L7	S00°26'53"E	217.73



**DETAIL "A"**  
1" = 100'



Scale: 1" = 400'

**NOTES**

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I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 4-23-24  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.L.C.O. DEED RECORDS OF OKLAHOMA COUNTY OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ALRAY, L.L.C.



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED ROUTE	JSF	03/28/24	LCS	LCS
0	ISSUED	AMR	01/03/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	CHK'D BY	OK-OK-102.504	
AMR	JSF		
SCALE 1" = 400'	APPR'D BY		
DATE 12/15/23	LCS		
REVISION	1	SHEET 1 OF 2	

**OK-OK-102.504  
ALRAY, L.L.C.**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO ALRAY, L.L.C., AS RECORDED IN BOOK 11647, PAGE 1715, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE W 1/2 IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING** AT A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF SAID ALRAY, L.L.C. TRACT;

THENCE, SOUTH 00°11'30" WEST, A DISTANCE OF 118.07 FEET TO THE **POINT OF BEGINNING** ON THE EAST LINE OF SAID ALRAY, L.L.C. TRACT;

THENCE, SOUTH 76°22'02" WEST, A DISTANCE OF 121.36 FEET TO A POINT;

THENCE, SOUTH 42°53'04" WEST, A DISTANCE OF 579.28 FEET TO A POINT;

THENCE, SOUTH 54°53'04" WEST, A DISTANCE OF 175.18 FEET TO A POINT;

THENCE, SOUTH 42°53'04" WEST, A DISTANCE OF 100.00 FEET TO A POINT;

THENCE, SOUTH 30°53'04" WEST, A DISTANCE OF 175.18 FEET TO A POINT;

THENCE, SOUTH 42°53'04" WEST, A DISTANCE OF 280.40 FEET TO A POINT;

THENCE, SOUTH 00°26'53" EAST, A DISTANCE OF 217.73 FEET TO THE **POINT OF TERMINATION** ON A SOUTH LINE OF SAID ALRAY, L.L.C. TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID ALRAY, L.L.C. TRACT, BEARS NORTH 67°33'37" WEST, A DISTANCE OF 1,770.20 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,649.13 FEET OR 99.95 RODS, AND CONTAINING 1.14 ACRES OF LAND, MORE OR LESS.

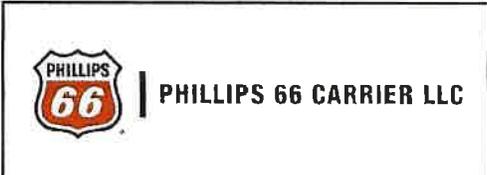
ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.97 ACRES, MORE OR LESS.

**NOTES**

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*Lucien C. Schaffer, Jr.* 4-23-24  
LUCIEN C. SCHAFER, JR. PLS. NO. 2022  
(EXPIRATION DATE 12/31/24)



**audubon**  
3516 West Gate Road  
North, Suite 110  
Tulsa, Oklahoma 74103  
248.683.0550  
COA 7036

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED ROUTE	JSF	03/28/24	LCS	LCS
0	ISSUED	AMR	01/03/24	JSF	LCS

<b>PP05 PIPELINE REPLACEMENT</b>			
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ALRAY, L.L.C.			
OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	CHK'D BY	OK-OK-102.504	
AMR	JSF		
SCALE	NTS	APP'VD BY	
		LCS	
DATE	12/15/23	REVISION	1
PROJECT NO.	025492-0010	SHEET	2 OF 2

2024041501045717 B: 15724 P: 967

04/15/2024 09:49:42 AM Pgs: 7

Fee: \$ 30.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



(Space above reserved for Recorder of Deeds certification)

## COVER SHEET

(The below listed information on this coversheet is supplied to facilitate indexing in the Recorder's Office and shall not be considered as a material part of the Document.)

Title of Document: **Easement**

Date of Document: **March 5, 2024**

Grantor(s): **Alray, L.L.C., an Oklahoma limited liability company of  
Oklahoma County, Oklahoma**

Grantee(s): **Phillips 66 Carrier, LLC**

Mailing Address(s): **Phillips 66 Carrier LLC     W\**  
**Attention: Real Estate Manager**  
**P.O. Box 421959, Houston, TX 77242-1959**

Legal Description: **That certain tract of land being a part of the West Half (W/2) of the Northeast Quarter (NE/4) of Section 8, Township 13 North, Range 1 West, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated November 28, 2017 from M.H. Blue, aka Manley H. Blue and Teresa Blue, husband and wife, to Alray, L.L.C., an Oklahoma limited liability company, recorded in Book 13604, Page 234, Deed Records, Oklahoma County, Oklahoma, less and except any conveyance heretofore made.**

**EASEMENT**

STATE OF OKLAHOMA       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF OKLAHOMA   §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Alray, L.L.C., an Oklahoma limited liability company, herein referred to as "Grantor" whether one or more, by this Easement ("Agreement") does hereby grant and convey unto Phillips 66 Carrier LLC, a Delaware limited liability company, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", an easement for the right to, from time to time, survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place pipeline(s); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators, ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

That certain tract of land being a part of the West Half (W/2) of the Northeast Quarter (NE/4) of Section 8, Township 13 North, Range 1 West, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated November 28, 2017 from M.H. Blue, aka Manley H. Blue and Teresa Blue, husband and wife, to Alray, L.L.C., an Oklahoma limited liability company, recorded in Book 13604, Page 234, Deed Records, Oklahoma County, Oklahoma, less and except any conveyance heretofore made (the "Property").

The permanent easement herein granted shall be thirty (30) feet in width over, through, upon, under and across that part of the Property lying within fifteen (15) feet on both sides of the centerline of the pipeline(s), as initially built, and within ten (10) feet in all directions of all other facilities installed as described herein, the approximate route of which is more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use temporary workspace (and additional temporary workspace, if any) (collectively, the "temporary easement") as depicted in EXHIBIT "A" as needed for the initial construction of the Facilities and restoration of the Property.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the Property and Grantor's adjacent and contiguous lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further rights to mow the easement, to clear all trees, undergrowth and brush from the easement and to remove or prevent the construction of buildings, structures and other obstructions from the herein granted easement, and shall not be liable to Grantor for damages caused by the clearing of same.

Grantor may use the easement for all residential, agricultural, recreational, commercial and industrial purposes; provided that Grantor shall not construct, nor permit others to construct, any improvements on, across or within the easement which would interfere with Grantee's exercise of the rights herein conveyed. Consistent with the foregoing, Grantor may, with the express written consent of Grantee after its review and approval of construction plans, which consent shall not be unreasonably withheld, lay,

construct, and maintain or grant or convey the right to any other person or legal entity to lay, construct, and maintain a pipeline or lines, driveways, streets, highways, fences, or any desired utility, over and/or through and across (but not along and within) the easement, so long as (a) the proposed facility does not impair Grantee's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Grantee's required and applicable spacing, including twenty-four inch (24") depth separation limits, and other crossing and protective requirements.

Grantor agrees that any payment made hereunder by Grantee for the Easement includes full payment for all reasonably anticipated damages caused to the surface of the Property and to Grantor's timber, fences, buildings or other improvements on the easement during the initial construction of the Facilities, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the easement, and to fences of Grantor caused by Grantee's maintenance operations. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

Upon completion of Grantee's construction, maintenance, replacement or removal of the Facilities within any portion of the easement, Grantee shall restore the surface of the disturbed easement as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the easement.

Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement Facilities, and additional, stronger or larger reasonably sized pipelines, within the permanent easement.

Grantor warrants title and the present right to grant this Easement. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and thereupon be subrogated to such lien and the rights incident thereto. Grantor shall not disturb Grantee's use and enjoyment of this easement or the rights and privileges granted herein. Grantor has voluntarily executed this Easement as a result of negotiations with Grantee.

The provisions of this Easement are to be considered a covenant that runs with the Property, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This Easement and the rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except by a writing, in recordable form, signed by Grantor and Grantee. This Easement may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 5<sup>th</sup> day of MARCH, 2024 (the "Effective Date").

**GRANTOR**

Alray, L.L.C., an Oklahoma limited liability company

By: Robin Bayless

Print Name: Robin Bayless

Its: Member

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

On this 5<sup>th</sup> day of MARCH, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared ROBIN BAYLESS, known to me (or satisfactorily proven) to be the person whose name is subscribed as MEMBER, of Alray, L.L.C., an Oklahoma limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said Easement.



Christopher Beckett  
NOTARY PUBLIC

My commission expires: 07-30-2027

**GRANTEE**

Phillips 66 Carrier LLC

By: *William R. Savage*  
William R. Savage  
Its: Attorney-in-Fact

**NOTARY ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
  §  
COUNTY OF WASHINGTON §

On this 14<sup>th</sup> day of March, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed the Easement, and acknowledged said Easement to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said Easement.

**Sharon Kay Wade**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES JUNE 19, 2024  
COMMISSION # 20007393

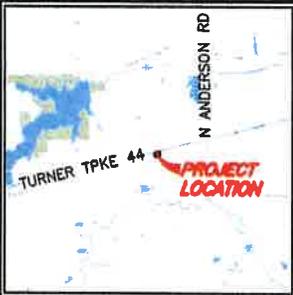
*Sharon Kay Wade*  
NOTARY PUBLIC  
My commission expires: 6-19-24

**EXHIBIT A**

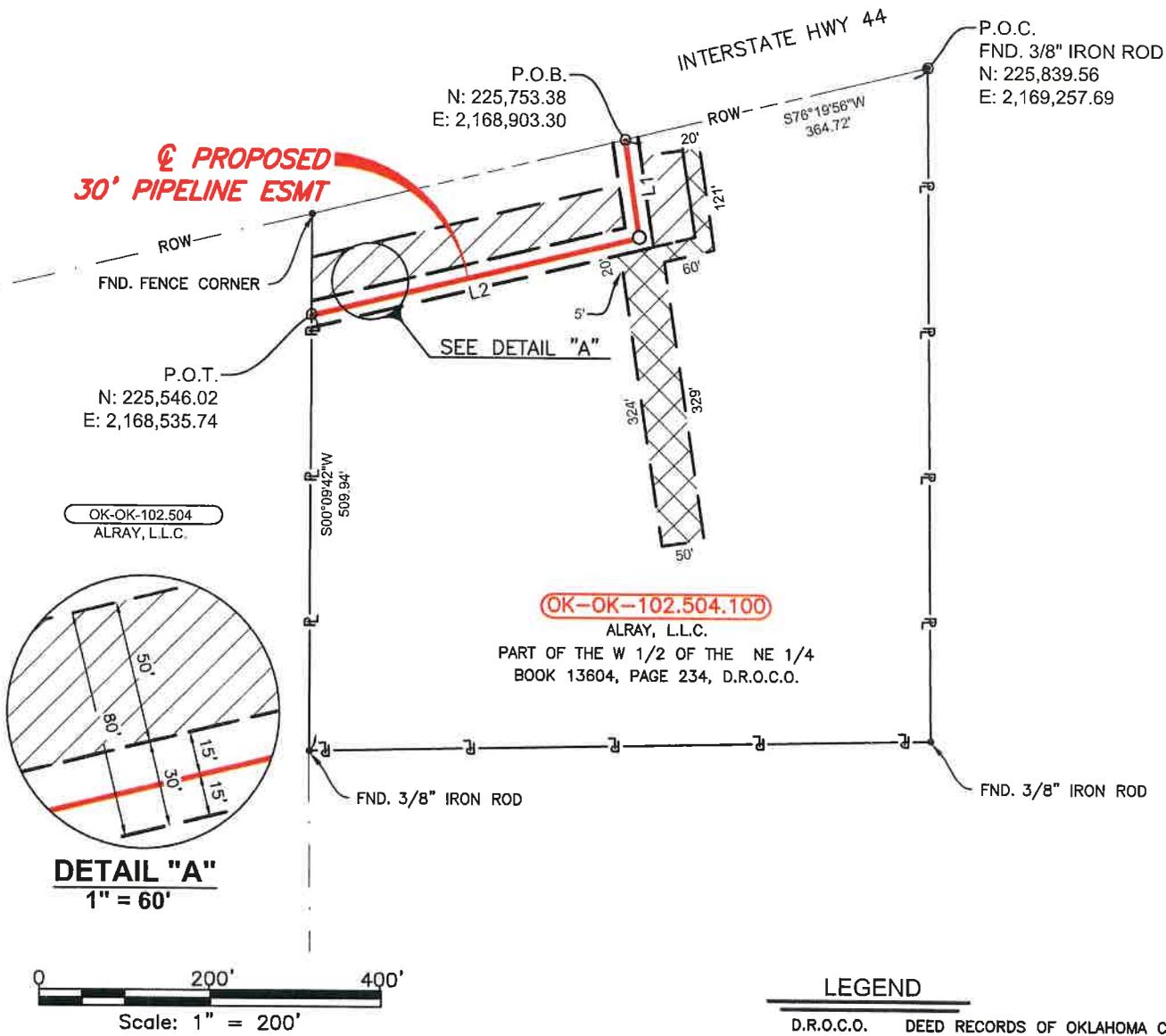
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 8, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-102.504.100**  
**ALRAY, L.L.C.**

CENTERLINE IS 510.92 FEET OR 30.96 RODS  
 PERMANENT EASEMENT IS 0.35 ACRES  
 TEMPORARY WORKSPACE IS 0.55 ACRES  
 ADDITIONAL TEMPORARY WORKSPACE IS 0.47 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S08°24'03"E	115.36'
L2	S76°22'02"W	395.56'



VICINITY  
N.T.S.



**DETAIL "A"**  
1" = 60'

**LEGEND**

- D.R.O.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- ◆ FOUND SECTION CORNER AS NOTED
- ▨ TEMPORARY WORKSPACE (TWS)
- ▩ ADDITIONAL TEMPORARY WORKSPACE (ATWS)

**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS). U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer* 1-3-24  
 LUCIEN C. SCHAFFER, JR. PLS. NO. 2022 (EXPIRATION DATE 12/31/24)



**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ALRAY, L.L.C.



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	CORRECTED NAME SPELLING	DMT	01/03/24	JSF	LCS
0	ISSUED	JMG	12/19/23	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY JMG	CHK'D BY JSF	OK-OK-102.504.100	
SCALE 1" = 200'	APP'VD BY LCS	REVISION 1	SHEET 1 OF 2
PROJECT NO. 025492-0010		DATE 12/11/23	





CV-2024-1355  
FILED IN DISTRICT COURT  
OKLAHOMA COUNTY  
MAY 16 2024

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

MAY 16 2024

RICK WARREN  
COURT CLERK

41 \_\_\_\_\_

PHILLIPS 66 CARRIER LLC, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ALVIN LAWRENCE LEE; )  
 )  
 BOARD OF COUNTY COMMISSIONERS OF THE )  
 COUNTY OF OKLAHOMA; and )  
 )  
 TREASURER OF OKLAHOMA COUNTY, )  
 )  
 Defendants. )

CV - 2024 - 1355  
Case No. \_\_\_\_\_

**PETITION FOR CONDEMNATION**

Plaintiff, Phillips 66 Carrier LLC ("Plaintiff") for its cause of action for condemnation herein alleges and states as follows:

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of laws of the State of Delaware, authorized to transact business in the State of Oklahoma. Plaintiff is actively engaged in business in Oklahoma as a pipeline company transporting, among other things, refined petroleum products, and as such it has been granted the power and authority under the Constitution and other laws of the State of Oklahoma, including OKLA. STAT. tit. 52 § 51 *et seq.*, to exercise the right of eminent domain in furtherance of its business purposes, including the acquisition of necessary easement rights.

2. Upon information and belief, Defendant Alvin Lawrence Lee, a single person, owns in fee the property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the "Property").

3. Upon information and belief, the Board of County Commissioners of the County of Oklahoma may hold one or more easement interests in the Property.

4. Upon information and belief, the Treasurer of Oklahoma County may hold an interest in the Property for unpaid taxes.

5. Venue is proper in this Court pursuant to OKLA. STAT. tit. 12 § 131 because the property at issue is located in Oklahoma County, Oklahoma.

6. In the proper discharge of its duties and obligations and to better serve the energy needs of the public, it is necessary for the Plaintiff to construct, operate, maintain, repair, replace, remove and/or abandon in place one (1) pipeline for the receipt, transportation and delivery of petroleum and hydrocarbons (including but not limited to related manufactured products, refined petroleum products and commercial products) and appurtenances, including but not limited to one (1) fifty foot (50') by fifty foot (50') surface site for an above ground valve with associated electric lines, valve-related equipment and fencing, together with vent pipes, cathodic protection equipment and pipeline markers which, when possible, will be placed at fence lines, property lines, pipeline crossings, road crossings or as dictated by governmental regulations (collectively referred to as the "Facilities") upon, over, through, under and across the Property owned by Defendants or in which Defendants have an interest.

7. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 98.55 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

8. In order to operate and maintain the Facilities, it is necessary that Plaintiff have and obtain an unobstructed permanent easement thirty feet (30') in width with the intent of it being fifteen feet (15') on either side of the centerline description set forth on Exhibit A (the "Pipeline

Easement") (provided that the centerline of the pipeline may deviate within the Pipeline Easement due to construction necessities) and a permanent and exclusive easement covering a fifty foot (50') by fifty foot (50') surface site as set forth in Exhibit A (the "Surface Site Easement") over, through, upon, under and across the Property, and the right now or in the future to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place the Facilities.

9. Plaintiff shall also have the right of reasonable ingress and egress on, over, across and through the Property and lands owned, leased or claimed by Defendants which are adjacent or contiguous to the Property, including the right to use existing or future roads and gates on the described lands, for all purposes necessary or incidental to Plaintiff's exercise of the rights acquired herein. Plaintiff shall promptly repair any damage to such roads and gates caused by its ingress and egress.

10. Plaintiff shall have the right to enclose the surface site with a gated and locked fence, to enclose any of the facilities installed thereon in separate enclosures and to grade, place and maintain pavement or gravel within the fenced area to inhibit the growth of grasses and weeds.

11. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 1.44 acres (and additional temporary workspace of 0.09 acres) (the "Temporary Easement"), as more particularly described and depicted on Exhibit A, in order to construct the Facilities over, through, upon, under and across the Property and to restore the Property as provided herein. The term of the Temporary Easement shall be twenty-four (24) months after the date construction commences on the Property (the "Initial Construction Period"). All rights, duties and obligations specified herein that pertain to the Temporary Easement shall apply only while the same is in effect.

12. The Pipeline Easement, Surface Site Easement and Temporary Easement are referred to collectively herein as the “Easements.”

13. Plaintiff shall have the right to mow the Easements, to clear all trees, undergrowth and brush from the Easements and to remove or prevent the construction of buildings, structures and other obstructions thereon, without liability to Defendants for damages.

14. Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding, except that it is necessary that Defendants be prohibited from conducting the following activities on the Easements without obtaining the express written consent of Plaintiff, which shall not be unreasonably withheld: (i) impounding or permitting others to impound water on or within the Easements; (ii) building, constructing, creating or installing, or permitting others to build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions on or within the Easements; (iii) altering or permitting others to alter the ground elevation or grade of the Easements (provided that industry standard agricultural activities for the cultivation of crops do not constitute altering the grade of the Easements); and (iv) placing or permitting others to place any debris on or within the Easements. Defendants shall also have the right to construct and maintain private drives or roads and utility lines over and/or through and across (but not along and within) the Pipeline Easement, so long as (a) the proposed facility does not impair Plaintiff's rights to use said easement or impact the safety of the Facilities and (b) such crossings satisfy Plaintiff's required and applicable spacing, including twenty-four inch (24”) depth separation limits, and other crossing and protective requirements that shall be provided to any Defendant desiring to construct a permissible drive, road or utility line.

15. Plaintiff shall bury the pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads.

16. To the extent it is necessary to Plaintiff to alter or remove any fence from the portion of the Property encumbered by the Easements during construction of the Facilities, Plaintiff will repair or replace such fence to its previous condition, as is reasonably practicable. During initial construction of the Facilities, Plaintiff may install temporary fencing, including bracing of existing fences adjacent to the Easements using braces of like kind and quality. Plaintiff shall also be entitled, at its option, (i) to install a permanent gate in lieu of replacing fencing removed during initial construction operations; and (ii) to install a permanent gate in any fence bordering or crossing the Property in order to access the Easements, provided that Defendants will have access through such gates.

17. After exercising its rights to use the Easements in any manner that disturbs the surface of the Easements, Plaintiff shall restore the surface of the disturbed Easements as nearly as is reasonably practicable to as good a condition as existed at the time of commencement of the disturbance, except as the surface may be permanently modified by the use of the Easements.

18. The easement rights that Plaintiff seeks to acquire over, through, upon, under and across the Property are necessary both to serve the public and to conduct its business operations. The sole member of Plaintiff has determined the same and executed a Resolution of Necessity confirming the necessity therefore. Additionally, Plaintiff, pursuant to OKLA. STAT. tit. 52 § 58, has filed its Acceptance and Plat with the Oklahoma Corporation Commission, which is attached hereto as Exhibit B and incorporated herein by reference.

19. Plaintiff has attempted through good faith negotiations to acquire by purchase from Defendant landowner(s) an appropriate easement for the above-described Facilities, but has been unable to acquire such easement.

**WHEREFORE**, Plaintiff prays that the Court:

A. Set a date for the hearing of this Petition after due and legal notice has been given to Defendants, as ordered by this Court and as prescribed by law;

B. Upon such hearing, determine that Plaintiff has the right to acquire by condemnation the Pipeline Easement and Surface Site Easement along the route and location over, through, upon, under and across the Property, for the purposes set forth above, together with the right of ingress and egress on, over, across and through the Property and all other rights set forth above;

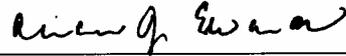
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

D. Determine that during initial construction and installation of the Facilities, Plaintiff has the right to acquire the Temporary Easement for the Initial Construction Period; AND

E. Select and appoint three (3) disinterested freeholders of Oklahoma County to inspect the Property, after taking the oath prescribed by law, and to consider the just compensation to which Defendants, as the owner of the Property or having an interest therein, may be entitled by reason of the acquisition of the Easements and the construction, maintenance and operation of the Facilities thereon and to assess the damages which may be sustained by reason thereof, and to make their report in writing to the Clerk of this Court, setting forth the amount payable by Plaintiff as damages to the Property.

DATED this 15<sup>th</sup> day of May, 2024.

Respectfully submitted,

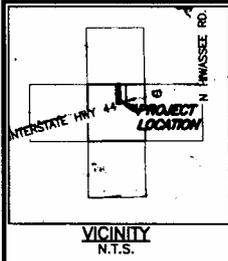


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Alicia J. Edwards, OBA No. 21649  
Terry D. Ragsdale, OBA No. 15333  
Scott E. Kiplinger, OBA No. 33938  
GABLEGOTWALS  
110 North Elgin Avenue, Suite 200  
Tulsa, Oklahoma 74120  
(918) 595-4800 (telephone)  
(918) 595-4990 (facsimile)  
[aedwards@gablelaw.com](mailto:aedwards@gablelaw.com)  
[tragsdale@gablelaw.com](mailto:tragsdale@gablelaw.com)  
[skiplinger@gablelaw.com](mailto:skiplinger@gablelaw.com)

**ATTORNEYS FOR PHILLIPS 66  
CARRIER LLC**

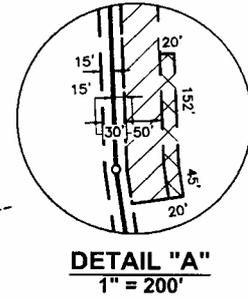
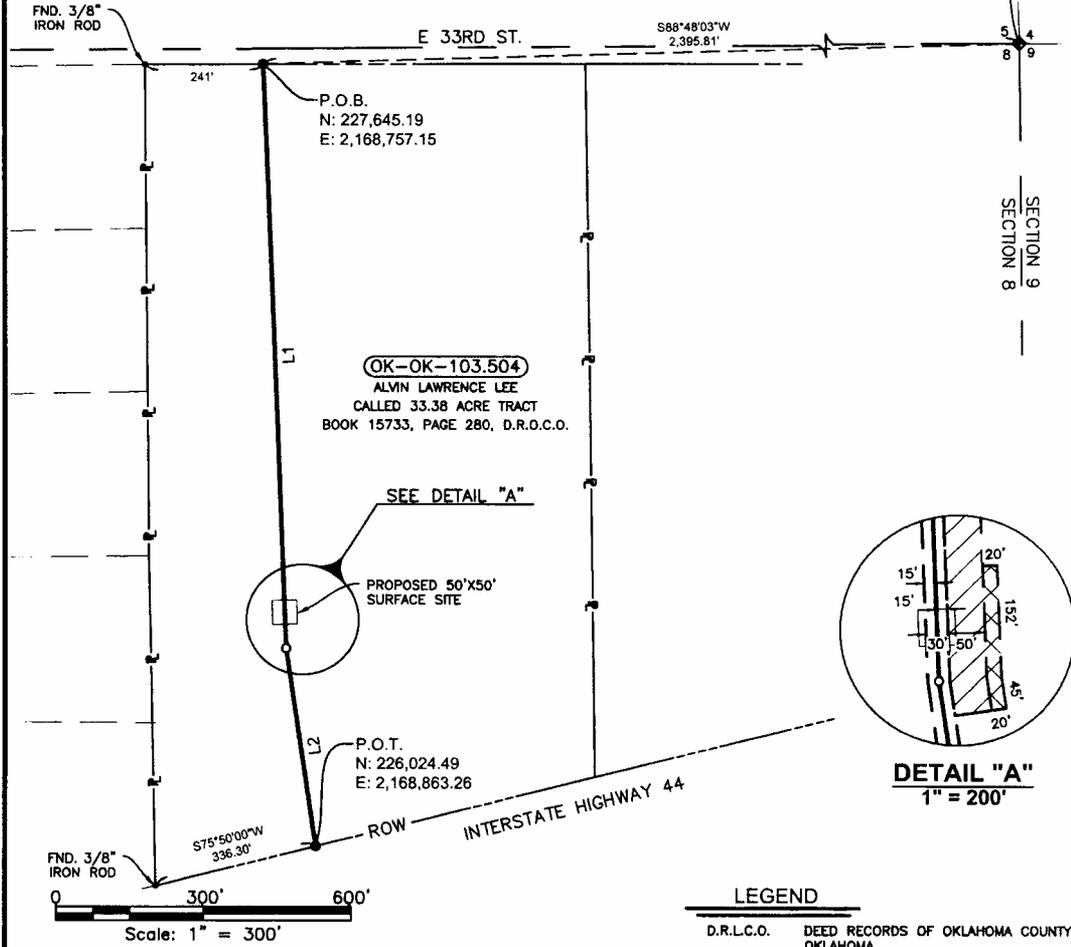
**EXHIBIT A**



**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 8, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-103.504**  
**ALVIN LAWRENCE LEE**

CENTERLINE IS 1,626.00 FEET OR 98.55 RODS  
 PERMANENT EASEMENT IS 1.12 ACRES  
 TEMPORARY WORKSPACE IS 1.44 ACRES  
 ADDITIONAL TEMPORARY WORKSPACE IS 0.09 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S02°09'22"E	1,211.73'
L2	S08°24'03"E	414.27'



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
  - OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
  - THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
  - EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.
- I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.*  
 LUCIEN C. SCHAFFER, JR. PLS. 2/22  
 (EXPIRATION DATE 12/31/24)



**LEGEND**

- D.R.L.C.O. DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- PROPOSED CENTERLINE
- PROPERTY LINE
- FOUND PROPERTY CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)



PHILLIPS 66 CARRIER LLC

**PP05 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
 PIPELINE EASEMENT ACROSS  
 ALVIN LAWRENCE LEE



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	PROJECT NO.
1	UPDATED OWNERSHIP, BOUNDARY, & RECORDING	JSF	04/29/24	LCS	LCS	025492-0010
0	ISSUED	AMR	01/09/24	JSF	LCS	

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY AMR	CHK'D BY JSF	OK-OK-103.504	
SCALE 1" = 300'	APPR'D BY	REVISION 1 SHEET 1 OF 2	
DATE 12/14/23	LCS		

4-30-2024 9:27:58 AM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870\_MAPPING\008\_PLATS\OK-OK-103.504 ALVIN LAWRENCE LEE.DWG

**OK-OK-103.504  
ALVIN LAWRENCE LEE**

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 33.38 ACRE TRACT OF LAND, CONVEYED TO ALVIN LAWRENCE LEE AS RECORDED IN BOOK 15733, PAGE 280, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID 33.38 ACRE TRACT BEING SITUATED IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

SAID 30 FOOT WIDE PIPELINE EASEMENT BEING FIFTEEN FEET (15') LEFT AND FIFTEEN FEET (15') RIGHT OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A MAG NAIL FOUND AT THE NORTHEAST CORNER OF SAID SECTION 8;

THENCE, SOUTH 88°48'03" WEST, A DISTANCE OF 2,395.81 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT-OF-WAY LINE OF E 33RD STREET;

THENCE, SOUTH 02°09'22" EAST, A DISTANCE OF 1,211.73 FEET TO A POINT;

THENCE, SOUTH 08°24'03" EAST, A DISTANCE OF 414.27 FEET TO THE POINT OF TERMINATION ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 44, SAID NORTH RIGHT-OF-WAY LINE BEING THE SOUTH LINE OF SAID 33.38 ACRE TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 33.38 ACRE TRACT, SAID SOUTHWEST CORNER BEING IN SAID NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 44, BEARS SOUTH 75°50'00" WEST, A DISTANCE OF 336.30 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,626.00 FEET OR 98.55 RODS, AND CONTAINING 1.12 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.44 ACRES, MORE OR LESS.

ALONG WITH AN ADDITIONAL TEMPORARY WORKSPACE CONTAINING 0.09 ACRES, MORE OR LESS.

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.

3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 4-30-24  
LUCIEN C. SCHAFER, JR. PLS. RD., 2022  
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

**PPO5 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED 30' WIDE  
PIPELINE EASEMENT ACROSS  
ALVIN LAWRENCE LEE

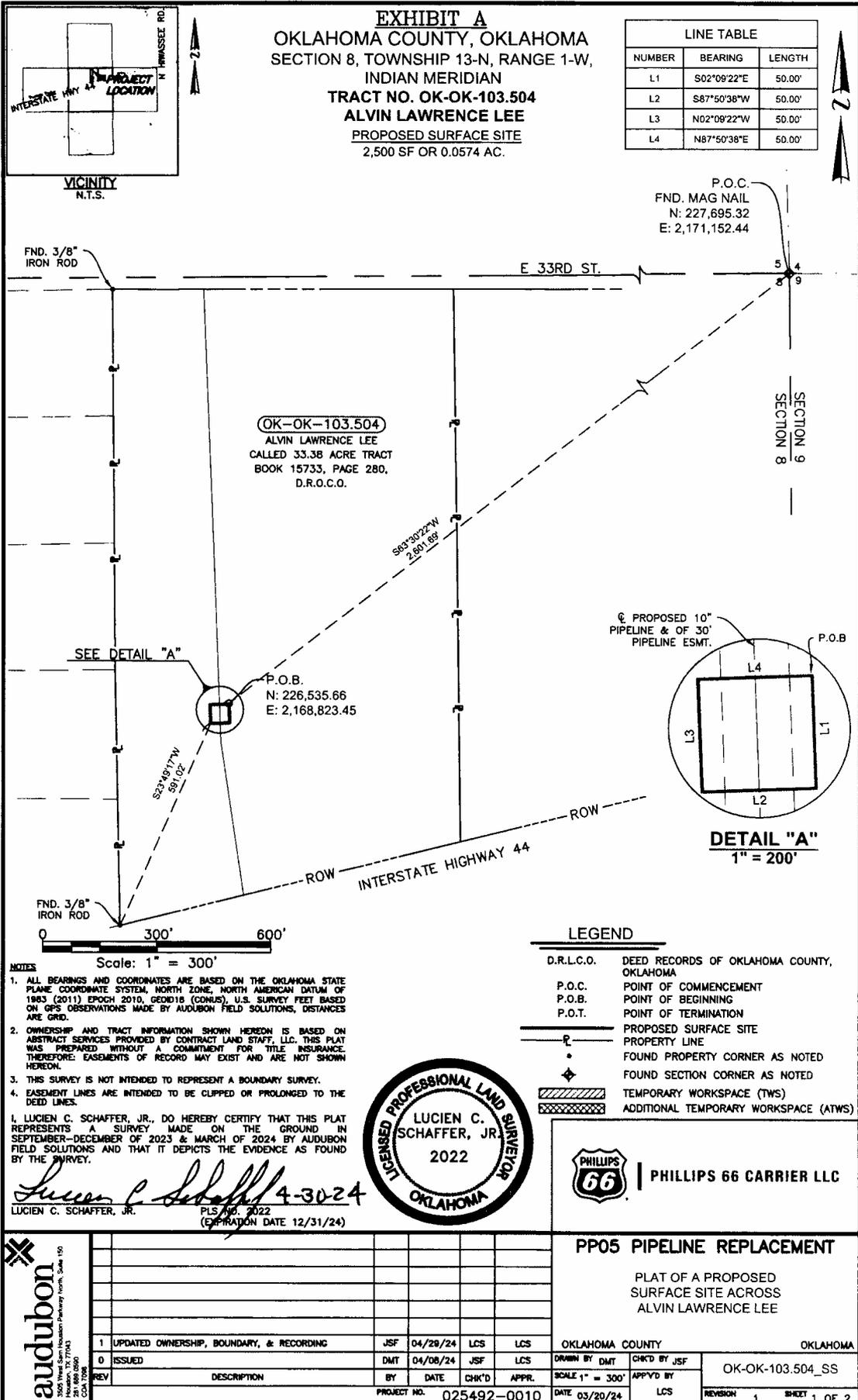


REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	UPDATED OWNERSHIP, BOUNDARY, & RECORDING	JSF	04/29/24	LCS	LCS
0	ISSUED	AMR	01/09/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	CHK'D BY	OK-OK-103.504	
AMR	JSF	SCALE	NTS
DATE	12/14/23	APPR'D BY	LCS
REVISION	1	SHEET	2 OF 2

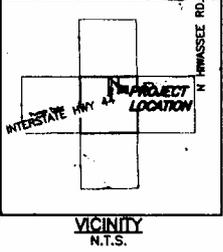
PROJECT NO. 025492-0010

4.30.2024 9:27:59 AM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS\_66\PIPELINE REPLACEMENT DRONE-01870\_MAPPING\00B\_PLATS\OK-OK-103.504 ALVIN LAWRENCE LEE.DWG



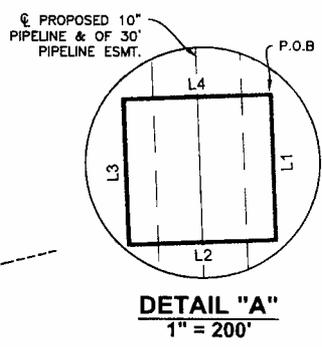
**EXHIBIT A**  
**OKLAHOMA COUNTY, OKLAHOMA**  
**SECTION 8, TOWNSHIP 13-N, RANGE 1-W,**  
**INDIAN MERIDIAN**  
**TRACT NO. OK-OK-103.504**  
**ALVIN LAWRENCE LEE**  
**PROPOSED SURFACE SITE**  
**2,500 SF OR 0.0574 AC.**

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S02°09'22"E	50.00'
L2	S87°50'38"W	50.00'
L3	N02°09'22"W	50.00'
L4	N87°50'38"E	50.00'



P.O.C.  
 FND. MAG NAIL  
 N: 227,695.32  
 E: 2,171,152.44

**OK-OK-103.504**  
 ALVIN LAWRENCE LEE  
 CALLED 33.38 ACRE TRACT  
 BOOK 15733, PAGE 280,  
 D.R.O.C.O.



**NOTES**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, LLC. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 & MARCH OF 2024 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 4-30-24  
 LUCIEN C. SCHAFER, JR. PLS. NO. 2022 (EXPIRATION DATE 12/31/24)



**LEGEND**

D.R.L.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
	PROPOSED SURFACE SITE
	PROPERTY LINE
	FOUND PROPERTY CORNER AS NOTED
	FOUND SECTION CORNER AS NOTED
	TEMPORARY WORKSPACE (TWS)
	ADDITIONAL TEMPORARY WORKSPACE (ATWS)



REVISION	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	UPDATED OWNERSHIP, BOUNDARY, & RECORDING	JSF	04/29/24	LCS	LCS
0	ISSUED	DMT	04/08/24	JSF	LCS

**PPO5 PIPELINE REPLACEMENT**

PLAT OF A PROPOSED SURFACE SITE ACROSS ALVIN LAWRENCE LEE

OKLAHOMA COUNTY	OKLAHOMA
DRAWN BY DMT	CHK'D BY JSF
APPR'D BY LCS	OK-OK-103.504_SS
DATE 03/20/24	REVISION 1 SHEET 1 OF 2

4.30.2024 9:18:50 AM JACOB F'SHEP S:\MSA\PROJECTS\PHILLIPS\_66\PIPELINE\025492-0010 - PPO5 PIPELINE REPLACEMENT DRONE-0\870\_MAPPING\008\_PLATS\OK-OK-103.504\_SS ALVIN LAWRENCE LEE.DWG

**OK-OK-103.504  
ALVIN LAWRENCE LEE**

METES AND BOUNDS DESCRIPTION OF A PROPOSED FIFTY FOOT BY FIFTY FOOT (50'X50') 0.0574 ACRE SURFACE SITE, EXTENDING OVER, THROUGH, ALONG AND ACROSS A CALLED 33.38 ACRE TRACT OF LAND OWNED BY ALVIN LAWRENCE LEE AS RECORDED IN BOOK 15733, PAGE 280, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID 33.38 ACRE TRACT BEING LOCATED IN SECTION 8, TOWNSHIP 13-N, RANGE 1-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, SAID SURFACE SITE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL FOUND AT THE NORTHEAST CORNER OF SAID SECTION 8;

THENCE, SOUTH 63°30'22" WEST, A DISTANCE OF 2,601.69 FEET TO THE POINT OF BEGINNING, SAID "POINT OF BEGINNING" BEING THE NORTHEAST CORNER OF THERE HEREIN DESCRIBED PROPOSED 0.0574 ACRE SURFACE SITE;

THENCE, SOUTH 02°09'22" EAST, A DISTANCE OF 50.00 FEET TO A POINT FOR THE SOUTHEAST CORNER;

THENCE, SOUTH 87°50'38" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR THE SOUTHWEST CORNER, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 33.38 ACRE TRACT BEARS SOUTH 23°49'17" WEST, A DISTANCE OF 591.02 FEET;

THENCE, NORTH 02°09'22" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR THE NORTHWEST CORNER;

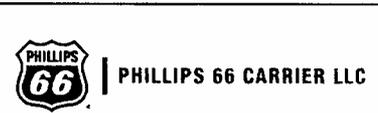
THENCE, NORTH 87°50'38" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED SURFACE SITE AND CONTAINING 0.0574 ACRES (2,500 SQ. FT.), MORE OR LESS.

**NOTES**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY CONTRACT LAND STAFF, L.L.C. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-DECEMBER OF 2023 & MARCH OF 2024 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

*Lucien C. Schaffer, Jr.* 4-30-24  
LUCIEN C. SCHAFFER, JR. PLS N 2022  
(EXPIRATION DATE 12/31/24)



					<b>PP05 PIPELINE REPLACEMENT</b>				
					PLAT OF A PROPOSED SURFACE SITE ACROSS ALVIN LAWRENCE LEE				
				OKLAHOMA COUNTY OKLAHOMA					
1	UPDATED OWNERSHIP, BOUNDARY, & RECORDING	JSF	04/29/24	LCS	LCS	DRAWN BY	DMT	CHK'D BY	JSF
0	ISSUED	DMT	04/08/24	JSF	LCS	SCALE	NTS	APPR'D BY	
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	APPR'D BY	
		PROJECT NO.		025492-0010		DATE	03/20/24	LCS	
								OK-OK-103.504_SS	
								REVISION	1 SHEET 2 OF 2

**EXHIBIT B**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICANTS: PHILLIPS 66 CARRIER LLC	)	
PHILLIPS 66 PIPELINE LLC	)	
	)	
	)	
RELIEF REQUESTED: ACCEPTANCE OF THE	)	CAUSE NO. TD-202_____
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,	)	
INCLUDING 52 O.S. §§ 21-67 AND THE	)	
CONSTITUTION OF THE STATE OF	)	
OKLAHOMA	)	

**ACCEPTANCE**

I, the undersigned, upon oath depose and state the following:

1. Phillips 66 Carrier LLC, a Delaware limited liability company, is domesticated in the State of Oklahoma and organized for, among other things, the transportation, storage and terminaling of refined petroleum and liquid petroleum products, and has offices in multiple locations, including Bartlesville, Oklahoma. Phillips 66 Carrier LLC, as owner, and Phillips 66 Pipeline LLC, as operator, do hereby acknowledge, accept and agree to comply with the provisions of 52 O.S. §§ 1 *et seq.*, including 52 O.S. §§ 21-67, and the Constitution of the State of Oklahoma.

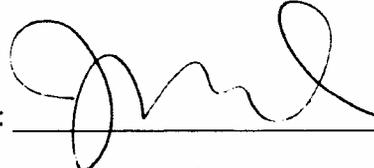
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds used or to be used on said pipeline. The intended diameter of the pipeline is ten inches (10") and the estimated intended capacity is approximately 52,473 barrels per day.

3. I hereby warrant that I have full, actual, and express authority to execute and deliver these documents on behalf of the owner and operator.

Dated this 14th day of September, 2023.

[Remainder of page intentionally left blank. Signature pages and plat follow.]

**PHILLIPS 66 CARRIER LLC**

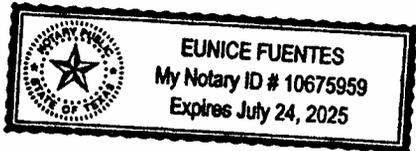
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.

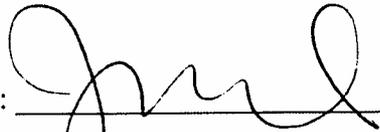


  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025

**PHILLIPS 66 PIPELINE LLC**

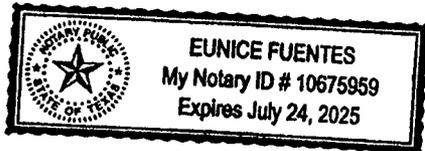
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

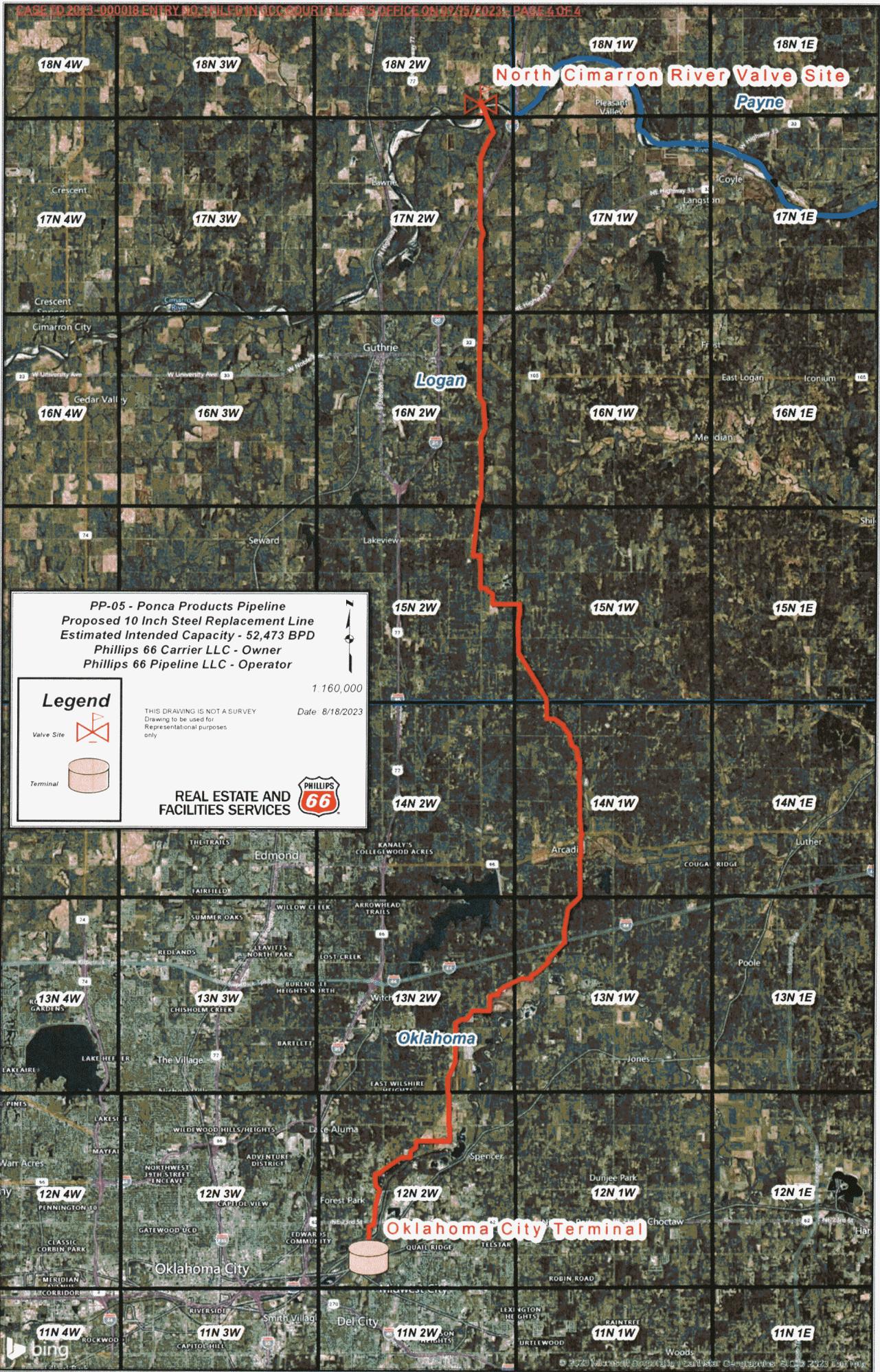
Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2023.



  
Eunice Fuentes  
Notary Public

My Commission Expires:

July 24, 2025



**PP-05 - Ponca Products Pipeline**  
**Proposed 10 Inch Steel Replacement Line**  
**Estimated Intended Capacity - 52,473 BPD**  
**Phillips 66 Carrier LLC - Owner**  
**Phillips 66 Pipeline LLC - Operator**

1:160,000  
 Date 8/18/2023

**Legend**

- Valve Site
- Terminal

THIS DRAWING IS NOT A SURVEY  
 Drawing to be used for  
 Representational purposes  
 only

**REAL ESTATE AND FACILITIES SERVICES**