



STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §
EASEMENT
ETO #1093
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, The City of Oklahoma City, a Municipal 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 (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:

OK-OK-006.000, Tax ID: R168554025

All that part of the Southeast Quarter (SE/4) of Section 29, Township 12 North, Range 2 West, lying north of the north right of way line of the St. Louis-San Francisco Railroad, Oklahoma County, Oklahoma and being more particularly described as "Tract No. 2W-29-4" in Report of Commissioners dated September 26, 1952 styled The City of Oklahoma City, a Municipal Corporation, Plaintiff vs. Robert Lee Wilson, et al., Defendants, recorded in Book 1633, Page 605, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.

OK-OK-007.300, Tax ID: R168553975

That certain tract of land being all of Government Lots Ten (10), Eleven (11), Twelve (12) and the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 29, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as "Tract No. 2W-29-1" in Report of Commissioners dated September 26, 1952 styled The City of Oklahoma City, a Municipal Corporation, Plaintiff vs. Robert Lee Wilson, et al., Defendants, recorded in Book 1633, Page 605, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.

OK-OK-011.000, Tax ID: R168553975

The remainder of a tract of land being out of the Northeast Quarter (NE/4) of Section 29, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as "Tract No. 2W-29-2" in Report of Commissioners dated September 26, 1952 styled The City of Oklahoma City, a Municipal Corporation, Plaintiff vs. Robert Lee Wilson, et al, Defendants, recorded in Book 1633, Page 605, Deed Records, Oklahoma County, Oklahoma and also a part of the land described in Report of Commissioners dated September 30, 1952 styled The City of Oklahoma City, a Municipal Corporation, Plaintiff vs. Buren B. Day, et al., Defendants, recorded in Book 1633, Page 602, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances

17/50

heretofore made.

OK-OK-012.000, Tax ID: R131994930

10.3 acres of land, more or less located in the North Half (N/2) of Section 29, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described in that certain Deed of Gift dated December 11, 1981 from Dean A. Fleshman and Marguerite E. Fleshman, husband and wife to the City of Oklahoma City, a municipal corporation, recorded in Book 4839, Page 114, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.

OK-OK-014.300, Tax ID: R141156600

That certain tract of land being a part of Section 20, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as "Tract No. 2W-20-4" in Report of Commissioners dated October 9, 1952 and styled as The City of Oklahoma City, a Municipal Corporation, Plaintiff vs. Clarice I. Maledon, et al., Defendants, recorded in Book 1633, Page 593, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.

OK-OK-042.310, Tax ID: R141151515

That certain tract of land being all of Government Lot 2 of the SE/4 NE/4 and that part of Government Lot 1 of the NE/4 NE/4 all in Section 20, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Journal Entry dated December 9, 2011 from Oklahoma County District Court Case No. CJ-2009-8031, Riverside Gardens Cemetery, LLC, et al. v. First American Title & Abstract Company, et al., recorded in Book 11812, Page 611, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (collectively, 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 ingress and egress on, over, across and through the easement and where the same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and 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.

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, one valve site, 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 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.

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 Grantee shall provide notice of such assignment to Grantor, 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.

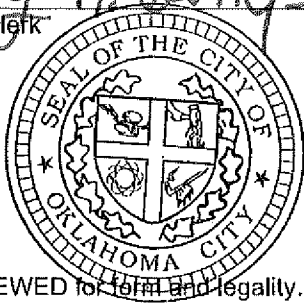
This Easement constitutes the entire agreement between Grantor and Grantee, and no reliance is placed on previous writing, communications or implied representations, inducements or understandings of any kind whatsoever, and they are excluded herefrom. This Easement may not be modified or amended except 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 ____ day of _____, 2024 (the "Effective Date").

GRANTOR

ATTEST: (Seal)

Amy K. Simpson
City Clerk



REVIEWED for form and legality.

The City of Oklahoma City, a Municipal Corporation

By: Barbara Peck

Print Name: Barbara Peck

Its: Vice-Mayor

[Signature]

Assistant Municipal Counselor

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF Oklahoma

§
§
§

On this 7th day of May, 2024, before me Sharon D. Jones, the undersigned officer, personally appeared Barbara Peck, known to me (or satisfactorily proven) to be the person whose name is subscribed as Vice Mayor, of The City of Oklahoma City, a Municipal 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.

Sharon D. Jones

NOTARY PUBLIC

My commission expires: 1/10/27



GRANTEE

Phillips 66 Carrier LLC

By:

William R. Savage
Its: Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

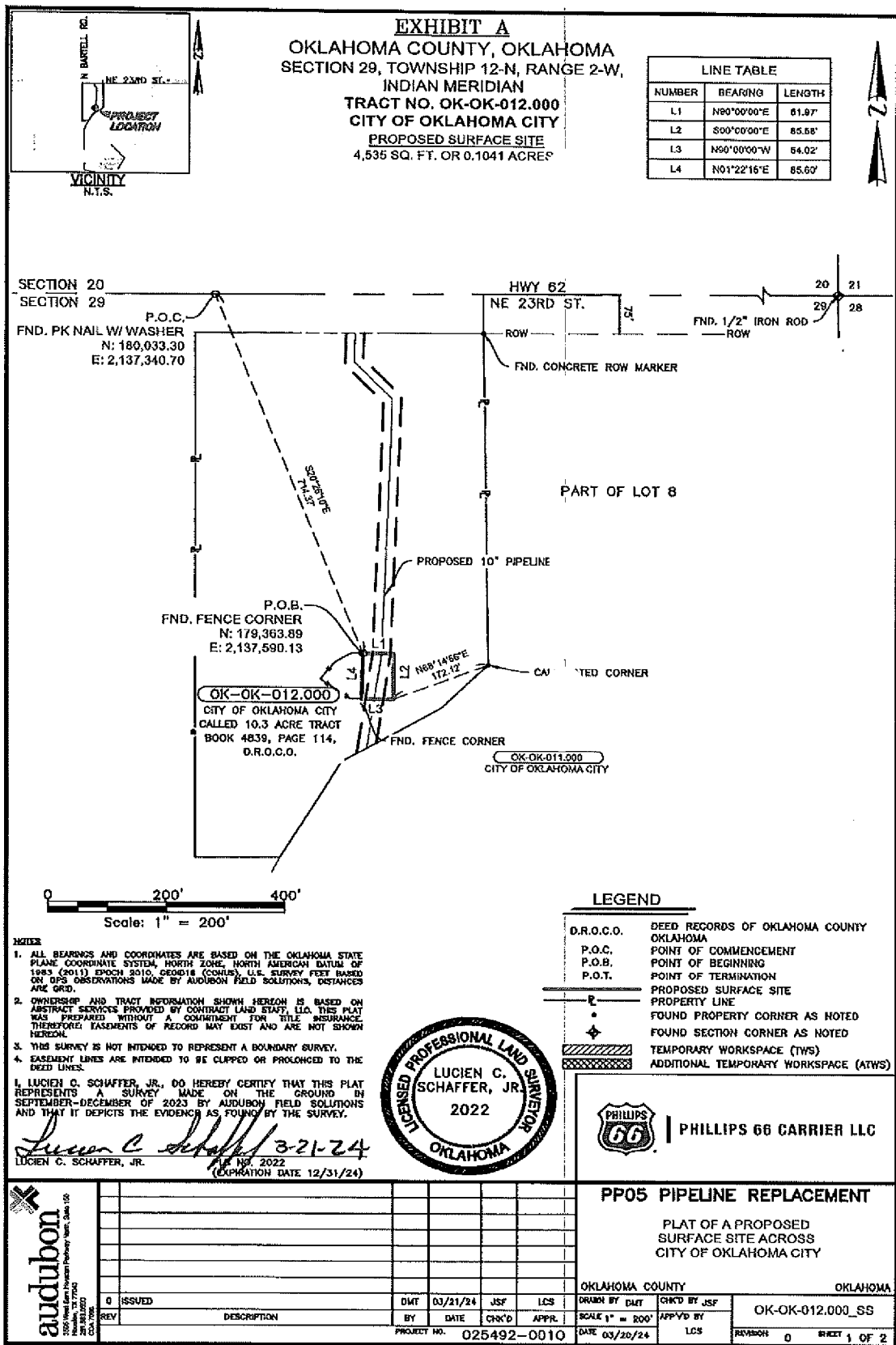
STATE OF OKLAHOMA §
COUNTY OF WASHINGTON §

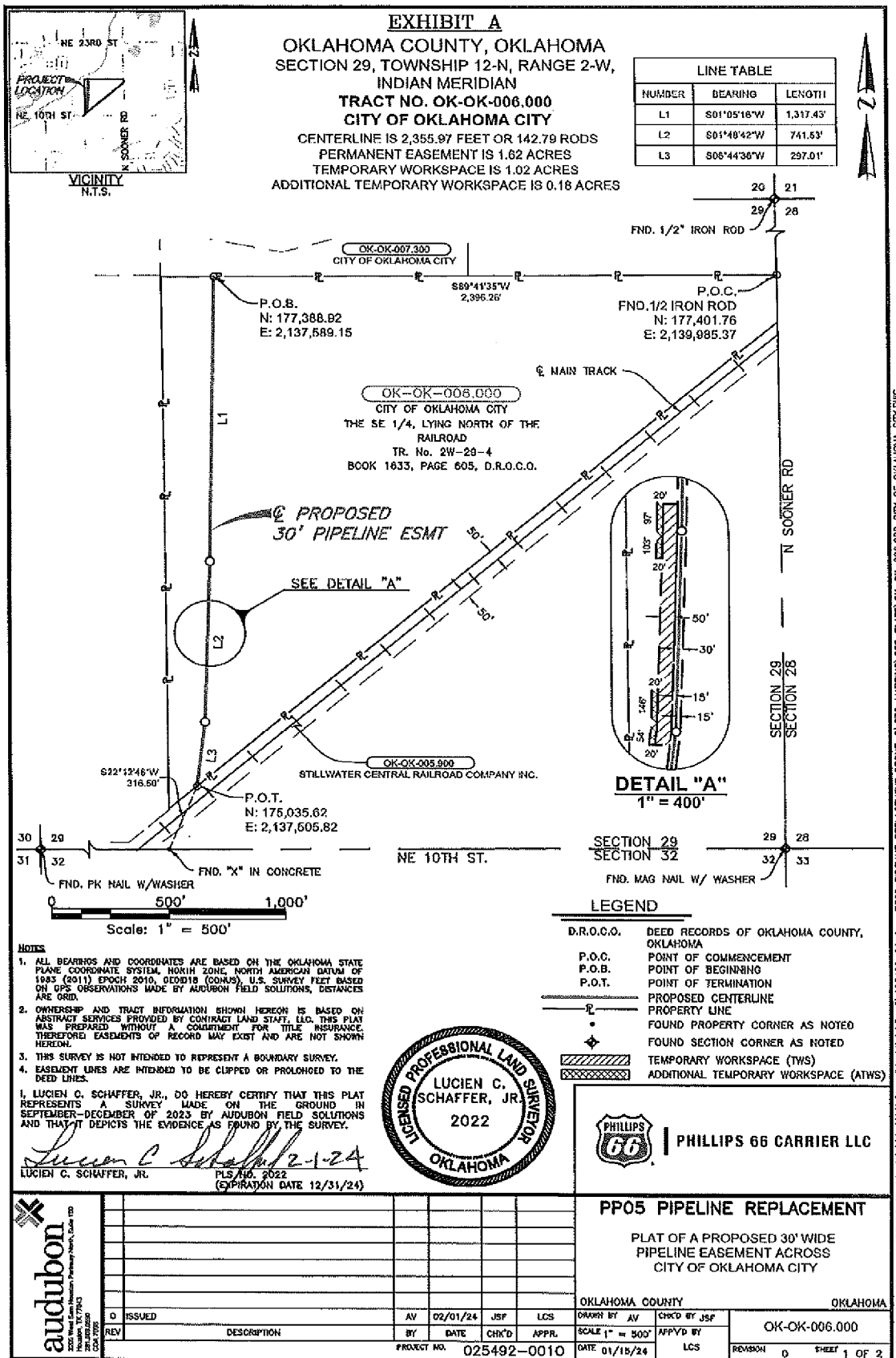
On this 15th day of April, 2024, before me Sharon Kay Wade, the undersigned officer, personally appeared William R. Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Carrier LLC, a Delaware limited liability company, that executed 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





OK-OK-006.000
CITY OF OKLAHOMA CITY

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO CITY OF OKLAHOMA CITY, AS RECORDED IN BOOK 1633, PAGE 605, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING THE SE 1/4, LYING NORTH OF THE RAILROAD IN SECTION 29, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING DESCRIBED AS TRACT No. 2W-29-4 IN SAID BOOK 1633, PAGE 605;

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 CITY OF OKLAHOMA CITY TRACT AND THE EAST QUARTER CORNER OF SAID SECTION 29;

THENCE, ALONG THE CALCULATED NORTH LINE OF SAID SE 1/4, SOUTH 89°41'35" WEST, A DISTANCE OF 2,396.26 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID CITY OF OKLAHOMA CITY TRACT;

THENCE, SOUTH 01°05'16" WEST, A DISTANCE OF 1,317.43 FEET TO A POINT;

THENCE, SOUTH 01°48'42" WEST, A DISTANCE OF 741.53 FEET TO A POINT;

THENCE, SOUTH 06°44'36" WEST, A DISTANCE OF 297.01 FEET TO THE POINT OF TERMINATION ON THE NORTHEAST LINE OF SAID RAILROAD AND THE SOUTHEAST LINE OF SAID CITY OF OKLAHOMA CITY TRACT, FROM WHICH AN "X" IN CONCRETE FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEARS SOUTH 22°12'46" WEST, A DISTANCE OF 316.50 FEET, FOR A TOTAL CENTERLINE LENGTH OF 2,355.97 FEET OR 142.79 RODS, AND CONTAINING 1.62 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.02 ACRES, MORE OR LESS.

ALONG WITH AN ADDITIONAL TEMPORARY WORKSPACE CONTAINING 0.18 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.

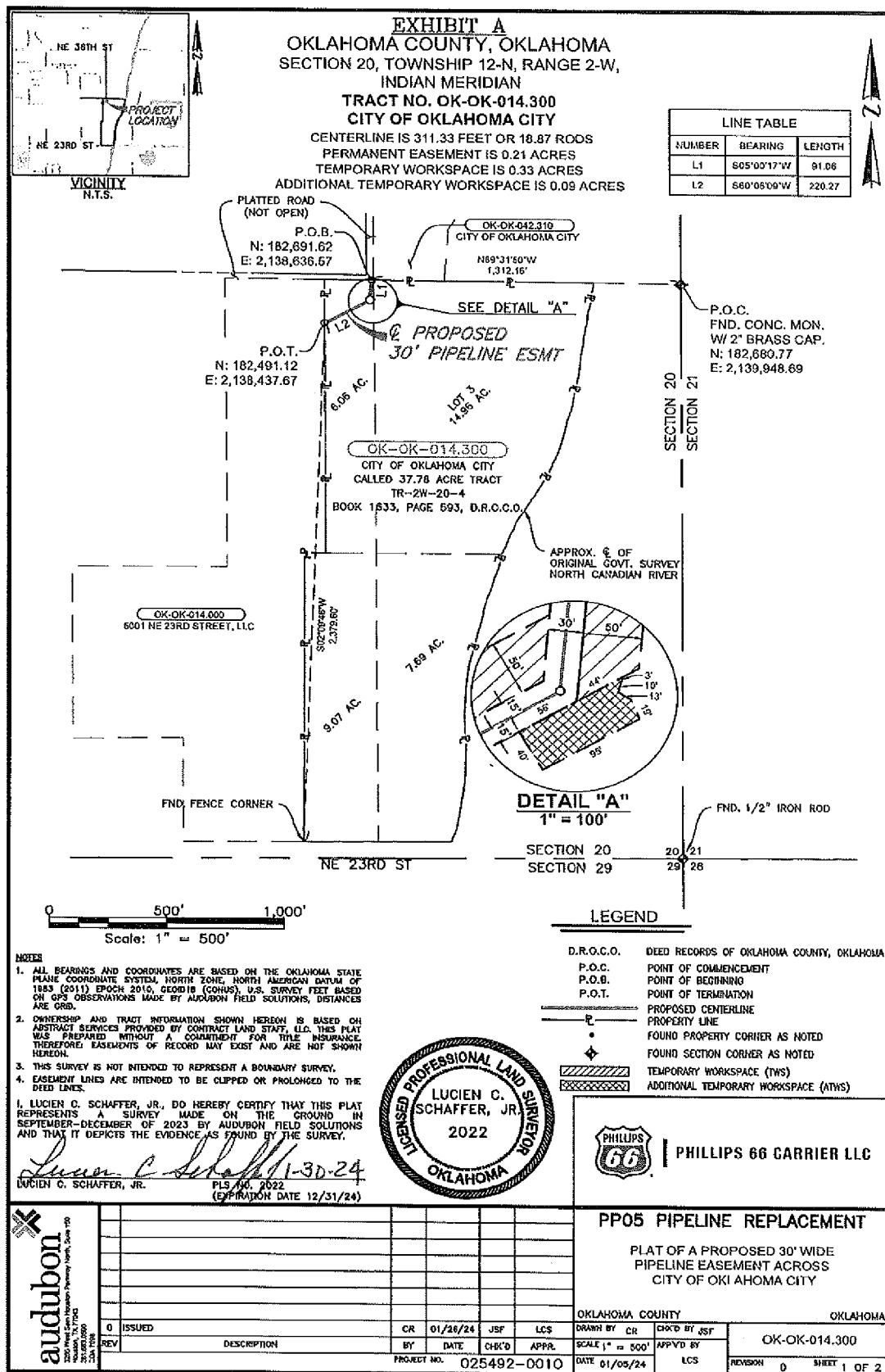
Lucien C. Schaffer, Jr. 2-1-24
 LUCIEN C. SCHAFER, JR. PLS NR 2022
 (EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

	PP05 PIPELINE REPLACEMENT PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS CITY OF OKLAHOMA CITY										
	OKLAHOMA COUNTY OKLAHOMA										
	0 ISSUED REV	AV BY	02/01/24 DATE	JSF CHK'D	LCS APPR.	DRAWN BY AV SCALE	1/15/24 NTS	CHK'D BY JSF APP'D BY LCS	OK-OK-006.000	REVISION 0	SHEET 2 OF 2
	PROJECT NO. 025492-0010										

2.1.2024 10:54:22 AM JACOB FISHER S:\APPS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-A\B7D_MAPPING\006_PLAT\OK-OK-006.000 CITY OF OKLAHOMA CITY.DWG



OK-OK-014.300
CITY OF OKLAHOMA CITY

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS CALLED 37.78 ACRE TRACT OF LAND DESCRIBED AS TRACT 2W-20-4 CONVEYED TO CITY OF OKLAHOMA CITY, AS RECORDED IN BOOK 1633, PAGE 593, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID 37.78 ACRE TRACT BEING SITUATED IN SECTION 20, TOWNSHIP 12-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 CONCRETE MONUMENT WITH A 2-INCH BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE, NORTH 89°31'50" WEST, A DISTANCE OF 1,312.16 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID CITY OF OKLAHOMA CITY TRACT;

THENCE, SOUTH 05°00'17" WEST, A DISTANCE OF 91.06 FEET TO A POINT;

THENCE, SOUTH 60°06'09" WEST, A DISTANCE OF 220.27 FEET TO THE POINT OF TERMINATION ON THE MOST NORTHERLY WEST LINE OF SAID CITY OF OKLAHOMA CITY TRACT, FROM WHICH A FENCE CORNER FOUND AT THE INTERSECTION OF THE MOST SOUTHERLY WEST LINE OF SAID 37.78 ACRE TRACT WITH THE NORTH RIGHT-OF-WAY LINE OF NE 23RD ST., BEARS SOUTH 02°09'46" WEST, A DISTANCE OF 2,379.60 FEET, FOR A TOTAL CENTERLINE LENGTH OF 311.33 FEET OR 18.87 RODS, AND CONTAINING 0.21 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.33 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, GEOID10 (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 DEED LINES.

4. 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.
 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
 CITY OF OKLAHOMA CITY

OKLAHOMA COUNTY

OKLAHOMA



REV	DESCRIPTION	CR	DATE	CHK'D	APPR.
0	ISSUED		01/26/24	JSF	LCS

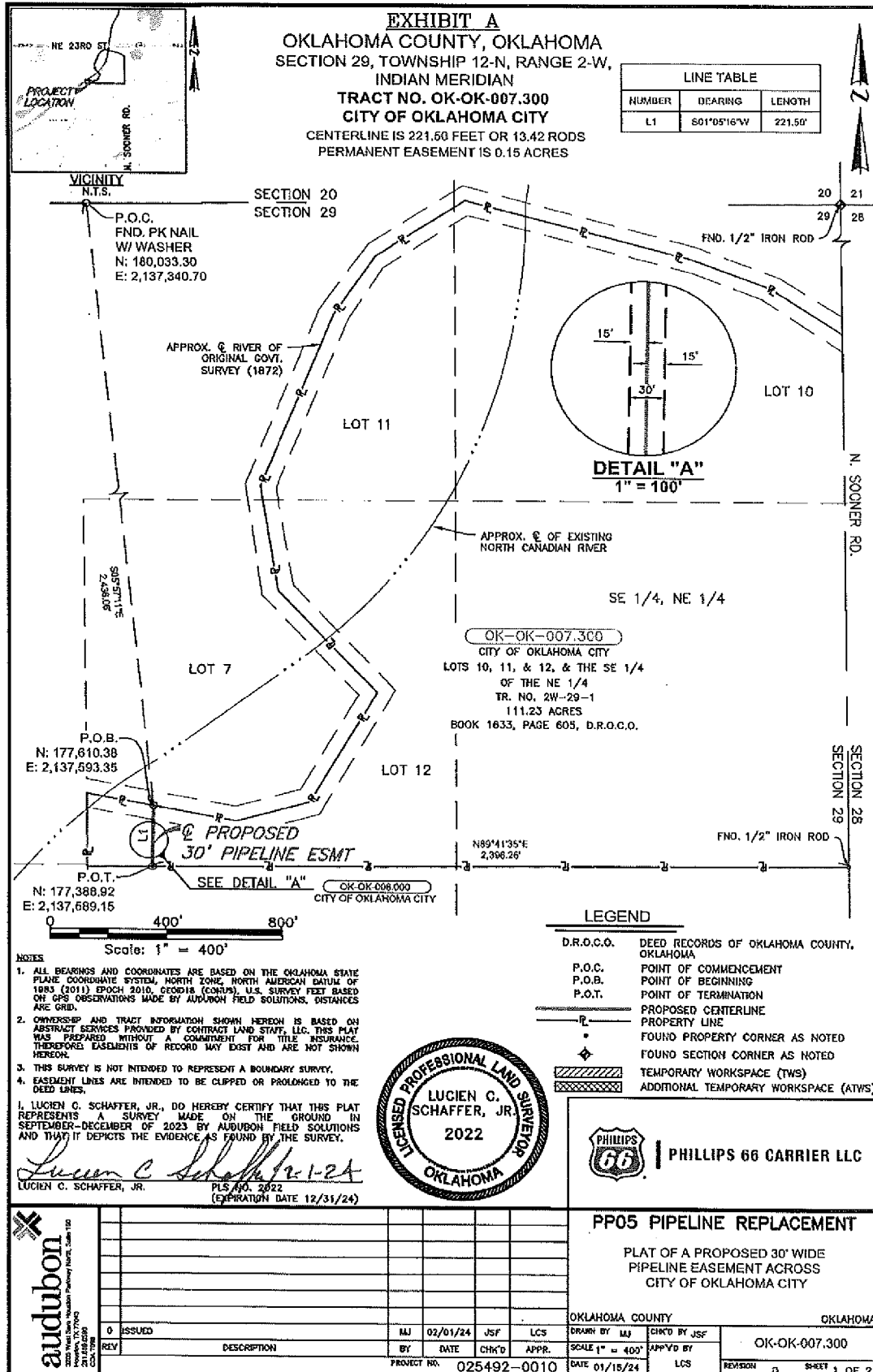
DRAWN BY	CR	CHK'D BY	JSF
SCALE	NTS	APPROV'D BY	LCS
DATE	01/03/24	REASON	0

PROJECT NO. 025492-0010

OK-OK-014.300

SHEET 2 OF 2

1/25/2024 4:52:27 PM JACOB FISHER S:\MS\PROJECTS\PHILLIPS_66\PIPELINE REPLACEMENT URONE-0\370_MAPPING\002_PLANS\OK-OK-014.300 CITY OF OKLAHOMA CITY.DWG



OK-OK-007.300
CITY OF OKLAHOMA CITY

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO CITY OF OKLAHOMA CITY, AS RECORDED IN BOOK 1633, PAGE 605, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING LOTS 10, 11, & 12, & THE SE 1/4 OF THE NE 1/4 SITUATED IN SECTION 29, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING A CALLED 111.23 ACRE TRACT DESCRIBED AS TRACT NO. 2W-29-1 IN SAID BOOK 1633, PAGE 605;

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

COMMENCING AT A PK NAIL W/ WASHER FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 29;

THENCE, SOUTH 05°57'11" EAST, A DISTANCE OF 2,436.06 FEET TO THE POINT OF BEGINNING ON A SOUTHERLY NORTH LINE OF SAID CITY OF OKLAHOMA CITY TRACT, SAID SOUTHERLY NORTH LINE BEING THE CALCULATED APPROXIMATE CENTER LINE OF RIVER PER ORIGINAL GOVERNMENT SURVEY IN 1872;

THENCE, SOUTH 01°05'16" WEST, A DISTANCE OF 221.50 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID CITY OF OKLAHOMA CITY TRACT AND SAID LOT 12, FROM WHICH A 1/2-IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID CITY OF OKLAHOMA CITY TRACT AND MARKING THE EAST QUARTER CORNER OF SAID SECTION 29, BEARS NORTH 89°41'35" EAST, A DISTANCE OF 2,396.26 FEET, FOR A TOTAL CENTERLINE LENGTH OF 221.50 FEET OR 13.42 RODS, AND CONTAINING 0.15 ACRES OF LAND, 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 STAT, 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. 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.
 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
 CITY OF OKLAHOMA CITY

OKLAHOMA COUNTY

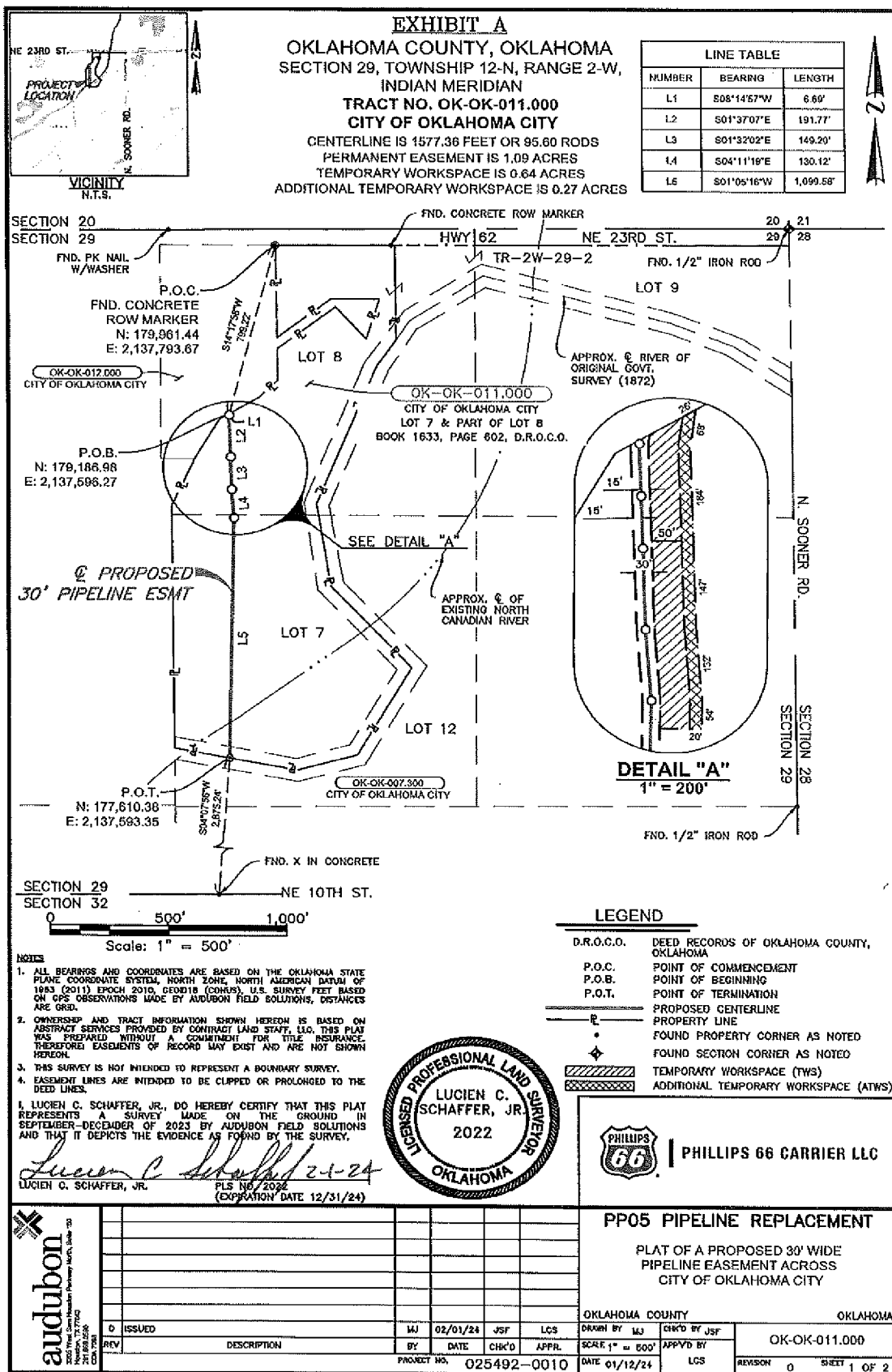
OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	WJ	02/01/24	JSF	LCS
1					
2					
3					
4					
5					
6					
7					
8					
9					

DRAWN BY	WJ	CHK'D BY	JSF
SCALE	HTS	APPR'D BY	LCS
DATE	01/15/24	REVISION	0
SHEET	2	OF	2

OK-OK-007.300



OK-OK-011.000
CITY OF OKLAHOMA CITY

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO CITY OF OKLAHOMA CITY, AS RECORDED IN BOOK 1633, PAGE 602, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING LOT 7 & PART OF LOT 8 IN THE NE 1/4 SITUATED IN SECTION 29, TOWNSHIP 12-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 CONCRETE ROW MARKER FOUND AT THE INTERSECTION OF A WEST LINE OF SAID OKLAHOMA CITY TRACT WITH THE SOUTH RIGHT-OF-WAY LINE OF NE 23RD ST (HIGHWAY 62);

THENCE, SOUTH 14°17'58" WEST, A DISTANCE OF 799.22 FEET TO THE POINT OF BEGINNING ON A NORTHWESTERLY LINE OF SAID CITY OF OKLAHOMA CITY TRACT;

THENCE, SOUTH 08°14'57" WEST, A DISTANCE OF 6.69 FEET TO A POINT;

THENCE, SOUTH 01°37'07" EAST, A DISTANCE OF 191.77 FEET TO A POINT;

THENCE, SOUTH 01°32'02" EAST, A DISTANCE OF 149.20 FEET TO A POINT;

THENCE, SOUTH 04°11'19" EAST, A DISTANCE OF 130.12 FEET TO A POINT;

THENCE, SOUTH 01°05'16" WEST, A DISTANCE OF 1,099.58 FEET TO THE POINT OF TERMINATION ON A SOUTH LINE OF SAID CITY OF OKLAHOMA CITY TRACT, FROM WHICH AN X IN CONCRETE FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEARS SOUTH 04°07'56" WEST, A DISTANCE OF 2,875.24 FEET, SAID SOUTH LINE BEING THE CALCULATED APPROXIMATE CENTER LINE OF RIVER PER ORIGINAL GOVERNMENT SURVEY IN 1872, FOR A TOTAL CENTERLINE LENGTH OF 1577.36 FEET OR 95.60 RODS, AND CONTAINING 1.09 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.64 ACRES, MORE OR LESS.

ALONG WITH AN ADDITIONAL TEMPORARY WORKSPACE CONTAINING 0.27 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, GEDMD18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
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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. 2-1-24
 LUCIEN C. SCHAFER, JR.
 L.S. No. 2022
 (EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
 PIPELINE EASEMENT ACROSS
 CITY OF OKLAHOMA CITY

OKLAHOMA COUNTY

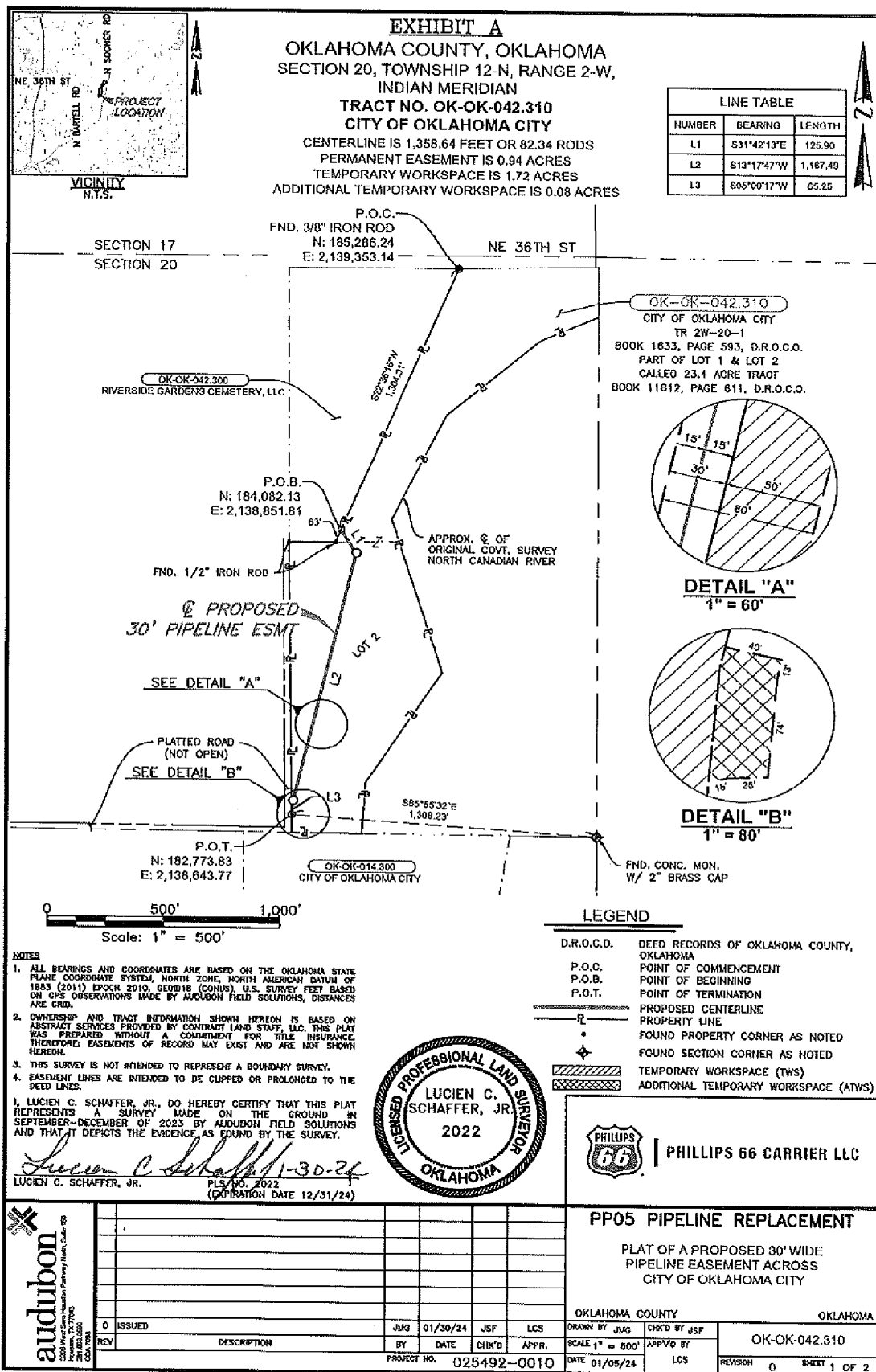
OKLAHOMA



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	MAJ	02/01/24	JSF	LCS

DRAWN BY	MAJ	CHK'D BY	JSF
SCALE	N.T.S.	APPROVED BY	LCS
DATE	01/12/24	REVISION	0
PROJECT NO.	025492-0010	SHEET	2 OF 2

2.1.2024 1:05:05 PM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE_025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870_MAPPING\008_PLATS\OK-OK-011.000 CITY OF OKLAHOMA CITY.DWG



2024041501045716 B: 15724 P: 960

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 29, 2024**

Grantor(s): **Donald Gene Cox, Trustee of the Cox Family Revocable Trust dated October 25, 2013 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 Section 20, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated May 2, 2019 from Donald G. Cox and Kelly A. Cox, husband and wife, to Donald Gene Cox, Trustee of the Cox Family Revocable Trust dated October 25, 2013, recorded in Book 14021, Page 667, 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, Donald Gene Cox, Trustee of the Cox Family Revocable Trust dated October 25, 2013, 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 Section 20, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated May 2, 2019 from Donald G. Cox and Kelly A. Cox, husband and wife, to Donald Gene Cox, Trustee of the Cox Family Revocable Trust dated October 25, 2013, recorded in Book 14021, Page 667, 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 29 day of March, 2024 (the "Effective Date").

GRANTOR

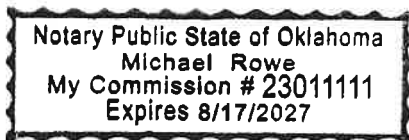
Donald Gene Cox, Trustee of the Cox Family Revocable
Trust dated October 25, 2013

Donald Gene Cox
Donald Gene Cox, Trustee

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF Oklahoma §

On this 29 day of March, 2024, before me Michael Rowe,
the undersigned officer, personally appeared Donald Gene Cox 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 Trustee of the Cox Family Revocable Trust dated October 25,
2013 to be the free and voluntary act of such party for the uses and purposes mentioned in the Easement.




Michael Rowe
NOTARY PUBLIC

My commission expires: 8/17/2027

GRANTEE

Phillips 66 Carrier LLC


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

NOTARY ACKNOWLEDGMENT

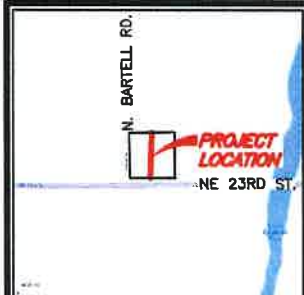
STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 11th day of April, 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

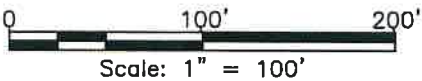
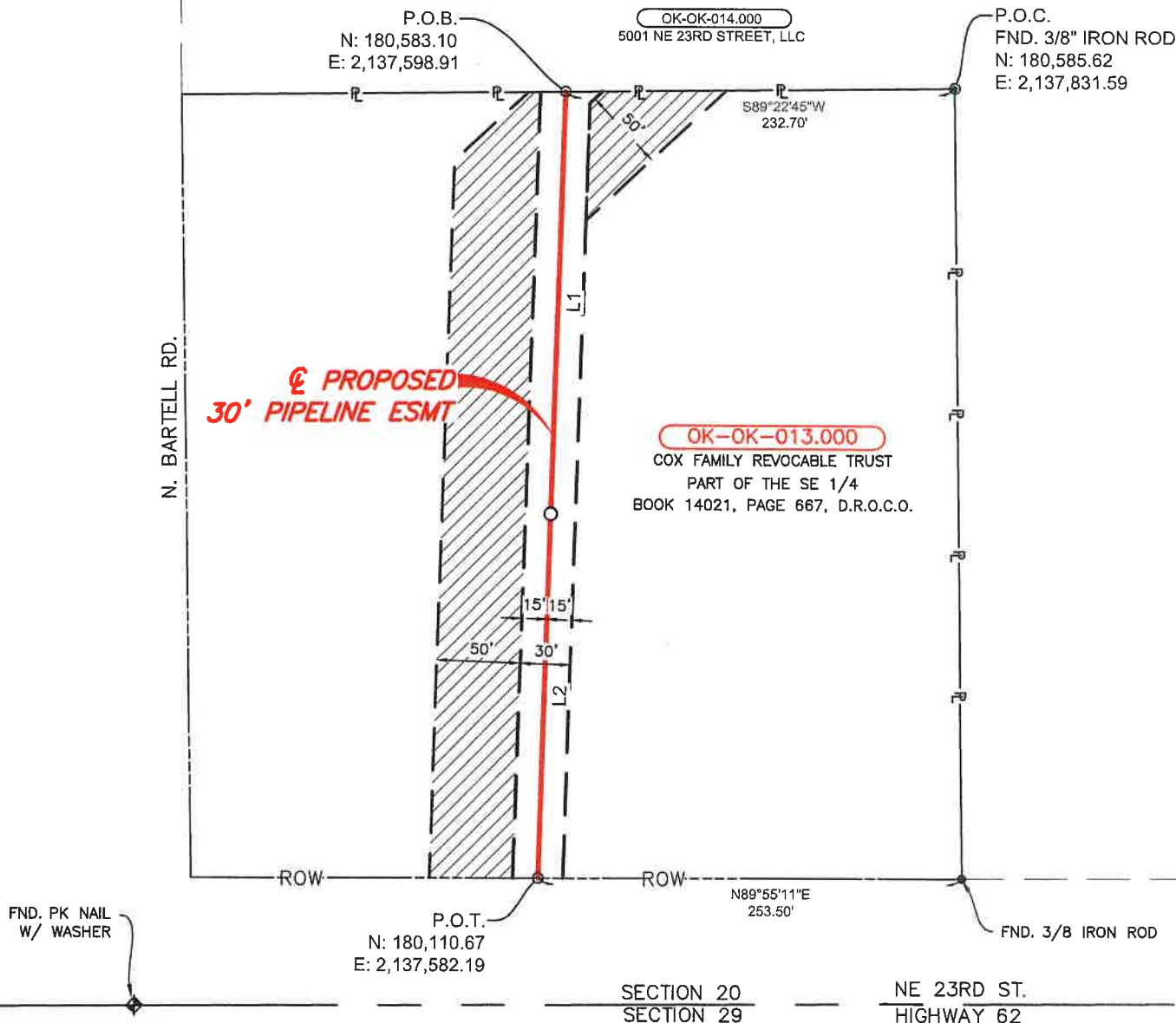
My commission expires: 6-19-24



VICINITY
N.T.S.

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 20, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-013.000
COX FAMILY REVOCABLE TRUST
CENTERLINE IS 472.72 FEET OR 28.65 RODS
PERMANENT EASEMENT IS 0.33 ACRES
TEMPORARY WORKSPACE IS 0.59 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S02°03'52"W	253.86'
L2	S01°58'57"W	218.86'



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 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C. Schaffer 1-19-24
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)

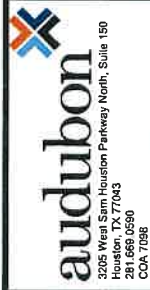


PHILLIPS 66 CARRIER LLC

PP05 PIPELINE REPLACEMENT

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

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	AV	CHK'D BY	JSF
SCALE 1" = 100'	APP'D BY	OK-OK-013.000	
DATE 01/12/24	LCS	REVISION	0
PROJECT NO. 025492-0010		SHEET 1 OF 2	



OK-OK-013.000
COX 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 COX FAMILY REVOCABLE TRUST, AS RECORDED IN BOOK 14021, PAGE 667, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 IN SECTION 20, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING DESCRIBED AS A CALLED 6.266 ACRES SAVE & EXCEPT TRACT AS RECORDED IN BOOK 15109, PAGE 1560, DEED RECORDS.

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 COX FAMILY REVOCABLE TRUST TRACT;

THENCE, SOUTH 89°22'45" WEST, A DISTANCE OF 232.70 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID COX FAMILY REVOCABLE TRUST TRACT;

THENCE, SOUTH 02°03'52" WEST, A DISTANCE OF 253.86 FEET TO A POINT;

THENCE, SOUTH 01°58'57" WEST, A DISTANCE OF 218.86 FEET TO THE POINT OF TERMINATION ON THE NORTH RIGHT-OF-WAY LINE OF NE 23RD ST, HIGHWAY 62; FROM WHICH A 3/8 IRON ROD FOUND AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 62 WITH THE EAST LINE OF SAID COX FAMILY REVOCABLE TRUST TRACT BEARS NORTH 89°55'11" EAST, A DISTANCE OF 253.50 FEET, FOR A TOTAL CENTERLINE LENGTH OF 472.72 FEET OR 28.65 RODS, AND CONTAINING 0.33 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.59 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.
LUCIEN C. SCHAFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)





PHILLIPS 66 CARRIER LLC

 <div>3305 West 13th Street, Houston, Texas 77043 Houston, TX 77043 281.665.0590 COA 7098</div>							PP05 PIPELINE REPLACEMENT					
							PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS COX FAMILY REVOCABLE TRUST					
							OKLAHOMA COUNTY OKLAHOMA					
							OK-OK-013.000					
							REVISION 0 SHEET 2 OF 2					

0	ISSUED	AV	01/19/24	JSF	LCS	DRAWN BY	AV	CHK'D BY	JSF
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS	APP'D BY	LCS
PROJECT NO. 025492-0010 DATE 01/12/24									

2024050801059452 B: 15748 P: 289

05/08/2024 10:25:11 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 29, 2024**

Grantor(s): **5001 NE 23rd Street, LLC of Oklahoma County, Oklahoma**

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

Mailing Address(s): ^{W1} **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 Section 20, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated December 31, 2021 from OFS, Inc. to 5001 NE 23rd Street, LLC, recorded in Book 15109, Page 1560, 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, 5001 NE 23rd Street LLC, 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 Section 20, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated December 31, 2021 from OFS, Inc. to 5001 NE 23rd Street, LLC, recorded in Book 15109, Page 1560, 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 29 day of March, 2024 (the "Effective Date").

GRANTOR

5001 NE 23rd Street, LLC

By: Donald G. Cox

Print Name: Donald G. Cox

Its: MANAGER

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF Oklahoma

§
§
§

On this 2 day of April, 2024, before me Michael Rowe, the undersigned officer, personally appeared Donald G. Cox, known to me (or satisfactorily proven) to be the person whose name is subscribed as manager, of 5001 NE 23rd Street, LLC 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
Its: Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 6th 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 A

OKLAHOMA COUNTY, OKLAHOMA
SECTION 20, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN

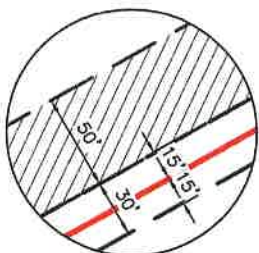
TRACT NO. OK-OK-014.000
5001 NE 23RD STREET, LLC

CENTERLINE IS 2,349.19 FEET OR 142.38 RODS
PERMANENT EASEMENT IS 1.62 ACRES
TEMPORARY WORKSPACE IS 2.71 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S60°06'09"W	468.51'
L2	S00°28'43"E	1,042.33'
L3	S62°03'52"W	123.36'
L4	S02°03'52"W	274.59'
L5	S47°03'52"W	440.40'



VICINITY
N.T.S.



DETAIL "A"
1" = 100'

OK-OK-014.000
5001 NE 23RD STREET, LLC
PART OF THE SE 1/4
BOOK 15109, PAGE 1560,
D.R.O.C.O.

FND. FENCE CORNER

N BARTELL RD

P.O.T.
N: 180,583.10
E: 2,137,598.91

OK-OK-013.000
COX FAMILY REVOCABLE TRUST

N89°22'45"E
232.70'

FND. 3/8" IRON ROD

FND. FENCE CORNER

NE 23RD ST

FND. 3/8" IRON ROD

P.O.B.
N: 182,491.12
E: 2,138,437.67

SEE DETAIL "A"

OK-OK-014.300
CITY OF OKLAHOMA CITY

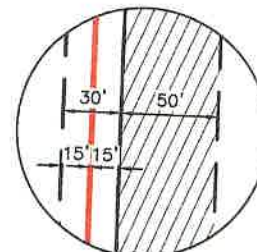
PROPOSED
30' PIPELINE ESMT

SEE DETAIL "B"

P.O.C.
FND. 2" BRASS CAP
N: 182,680.87
E: 2,139,948.69

SECTION 20

SECTION 21



DETAIL "B"
1" = 100'

SECTION 20
SECTION 29

0 500' 1,000'
Scale: 1" = 500'

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 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)



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
5001 NE 23RD STREET, LLC

OKLAHOMA COUNTY

OKLAHOMA

DRAWN BY FC	CHK'D BY JSF	OK-OK-014.000
SCALE 1" = 500'	APP'D BY	REVISION 0 SHEET 1 OF 2
DATE 01/04/23	LCS	

PROJECT NO. 025492-0010



OK-OK-014.000
5001 NE 23RD STREET, 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 5001 NE 23RD STREET, LLC, AS RECORDED IN BOOK 15109, PAGE 1560, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 20, TOWNSHIP 12-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 2-INCH BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE, SOUTH 82°50'32" WEST, A DISTANCE OF 1,522.89 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF THE 5001 NE 23RD STREET, LLC TRACT;

THENCE, SOUTH 60°06'09" WEST, A DISTANCE OF 468.51 FEET TO A POINT;

THENCE, SOUTH 00°28'43" EAST, A DISTANCE OF 1,042.33 FEET TO A POINT;

THENCE, SOUTH 62°03'52" WEST, A DISTANCE OF 123.36 FEET TO A POINT;

THENCE, SOUTH 02°03'52" WEST, A DISTANCE OF 274.59 FEET TO A POINT;

THENCE, SOUTH 47°03'52" WEST, A DISTANCE OF 440.40 FEET TO THE POINT OF TERMINATION ON A SOUTH LINE OF SAID 5001 NE 23RD STREET, LLC TRACT FROM WHICH A 3/8" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 5001 NE 23RD STREET, LLC TRACT, BEARS NORTH 89°22'45" EAST, A DISTANCE OF 232.70 FEET, SAID SOUTH LINE BEING THE NORTH LINE OF A CALLED 6.266 ACRE SAVE & EXCEPT TRACT IN SAID BOOK 15109, PAGE 1560, FOR A TOTAL CENTERLINE LENGTH OF 2,349.19 FEET OR 142.38 RODS, AND CONTAINING 1.62 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 2.71 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 1-18-24
LUCIEN C. SCHAFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)





PHILLIPS 66 CARRIER LLC

 <div>3205 West Sam Houston Parkway North, Suite 150 Houston, TX 77043 281.669.0590 COA 17098</div>										
PP05 PIPELINE REPLACEMENT										
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS 5001 NE 23RD STREET, LLC										
OKLAHOMA COUNTY OKLAHOMA										
0 ISSUED		FC	01/18/23	JSF	LCS	DRAWN BY FC	CHK'D BY JSF	OK-OK-014.000		
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE NTS	APP'Y'D BY			
PROJECT NO. 025492-0010						DATE 01/04/23	LCS	REVISION 0	SHEET 2 OF 2	



CV-2024-1357
Mai

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC,)
)
 Plaintiff,)
)
 v.)
)
 RIVERSIDE GARDENS CEMETERY, L.L.C. AND)
 ITS UNKNOWN SUCCESSORS AND ASSIGNS;)
)
 NAJIYYAH CRAYTON A/K/A SAFFIYAH TAHIR;)
)
 NIAH SPRIGGS A/K/A NIAH STRIZZ;)
)
 SOVEREIGN BANK AS SUCCESSOR-IN-)
 INTEREST TO THE FIRST STATE BANK;)
)
 BOARD OF COUNTY COMMISSIONERS OF THE)
 COUNTY OF OKLAHOMA; and)
)
 TREASURER OF OKLAHOMA COUNTY,)
)
 Defendants.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAY 16 2024

RICK WARREN
COURT CLERK

41

Case No. CV - 2024 - 1357

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 Riverside Gardens Cemetery, 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"). According to the records of the Oklahoma Secretary of State, Riverside Gardens Cemetery, L.L.C. has been dissolved. Riverside Gardens Cemetery, L.L.C. may also have unknown successors and assigns who claim some right, title or interest in and to the Property.

3. Upon information and belief, Defendant Najdiyyah Crayton a/k/a Saffiyah Tahir may claim some right, title or interest in and to the Property as an owner and/or managing member of Riverside Gardens Cemetery, L.L.C.

4. Upon information and belief, Defendant Niah Spriggs a/k/a Niah Strizz may claim some right, title or interest in and to the Property as a managing member of Riverside Gardens Cemetery, L.L.C.

5. Upon information and belief, Defendant Sovereign Bank, as the successor-in-interest to The First State 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 14705, Page 950.

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 77.98 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 1.44 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;

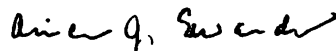
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

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 15th 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
tragsdale@gablelaw.com
skiplinger@gablelaw.com

**ATTORNEYS FOR PHILLIPS 66
CARRIER LLC**

EXHIBIT A

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS THE RESIDUE OF TRACT 3, A TRACT OF LAND CONVEYED TO RIVERSIDE GARDENS CEMETERY, LLC, AS RECORDED IN BOOK 9813, PAGE 1979 & BOOK 11812, PAGE 611, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF LOT 1 AFTER JUDGEMENT RECORDED IN BOOK 11812, PAGE 611 AND BEING PART OF TRACT 3 OF THE E 1/2 OF NE 1/4 SITUATED IN SECTION 20, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

COMMENCING AT A 3/8-INCH IRON ROD FOUND AT THE INTERSECTION OF THE EAST LINE OF SAID RIVERSIDE GARDENS CEMETERY, LLC TRACT WITH THE SOUTH RIGHT-OF-WAY LINE OF THE NE 36TH ST;

THENCE, SOUTH 01°05'09" WEST, A DISTANCE OF 227.15 FEET TO A POINT;

THENCE, SOUTH 31°42'13" EAST, A DISTANCE OF 19.13 FEET TO THE POINT OF TERMINATION ON THE EAST LINE OF SAID RIVERSIDE GARDENS CEMETERY, LLC TRACT, FROM WHICH 1/2-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID RIVERSIDE GARDENS CEMETERY, LLC TRACT, BEARS SOUTHWEST 22°36'16" WEST, A DISTANCE OF 63.08 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,286.64 FEET OR 77.98 RODS, AND CONTAINING 0.89 ACRES OF LAND, MORE OR LESS.

NOTES

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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 1-30-24
LUCIEN C. SCHAFER, JR. PLS. NO. 1-222
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

PP05 PIPELINE REPLACEMENT

**PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
RIVERSIDE GARDENS CEMETERY, LLC**

OKLAHOMA COUNTY

OKLAHOMA

DRAWN BY DMT

CHKD BY JST

F	21
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

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SCALE	NTS
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APPROVED BY

☐ OK

-OK-042.30

0

DATE 01/05/2

4 LCS

REVISION

SHEET 2

OF 2

 **audubon**
3205 West Sam Houston Parkway North, Suite 150
Houston, TX 77063
281.699.0560
CEN 706

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)
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,)
INCLUDING 52 O.S. §§ 21-67 AND THE)
CONSTITUTION OF THE STATE OF)
OKLAHOMA)

CAUSE NO. TD-202_____

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

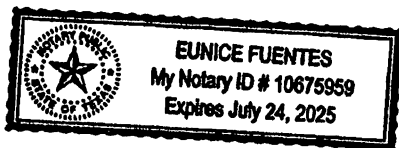
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.

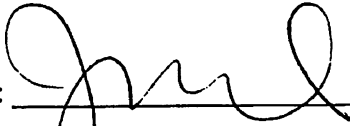



Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

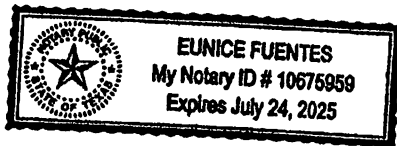
By: 

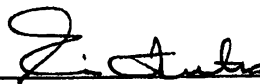
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

2024030101025375 B: 15686 P: 1489

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 9, 2024**

Grantor(s): **Eudora Harrington** 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 S17, T12N, R2W, I.M., Oklahoma County, Oklahoma as described in that Warranty Deed dated November 5, 2001 from Cimarron Land, Inc., a corporation to Eudora Harrington, recorded in Book 8262, Page 337, 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, Eudora Harrington, 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 S17, T12N, R2W, I.M., Oklahoma County, Oklahoma as described in that Warranty Deed dated November 5, 2001 from Cimarron Land, Inc., a corporation to Eudora Harrington, recorded in Book 8262, Page 337, 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 9 day of February, 2024 (the "Effective Date").

GRANTOR

Eudora Harrington
Eudora Harrington

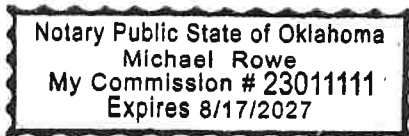
NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF Oklahoma

§
§
§

On this 9 day of February, 2024, before me Michael Rowe,
the undersigned officer, personally appeared Eudora Harrington who, being by me duly sworn did say that
he/she executed the Easement, and acknowledged that he/she executed it as his/her free act and deed.



Michael Rowe
NOTARY PUBLIC

My commission expires: 8-17-27

GRANTEE

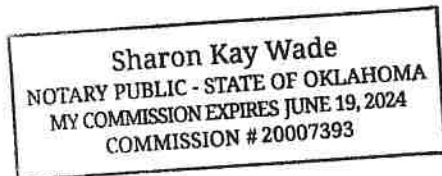
Phillips 66 Carrier LLC

By: [Signature]
William R. Savage
Its: Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 27th 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.



[Signature]
NOTARY PUBLIC

My commission expires: 12-19-24

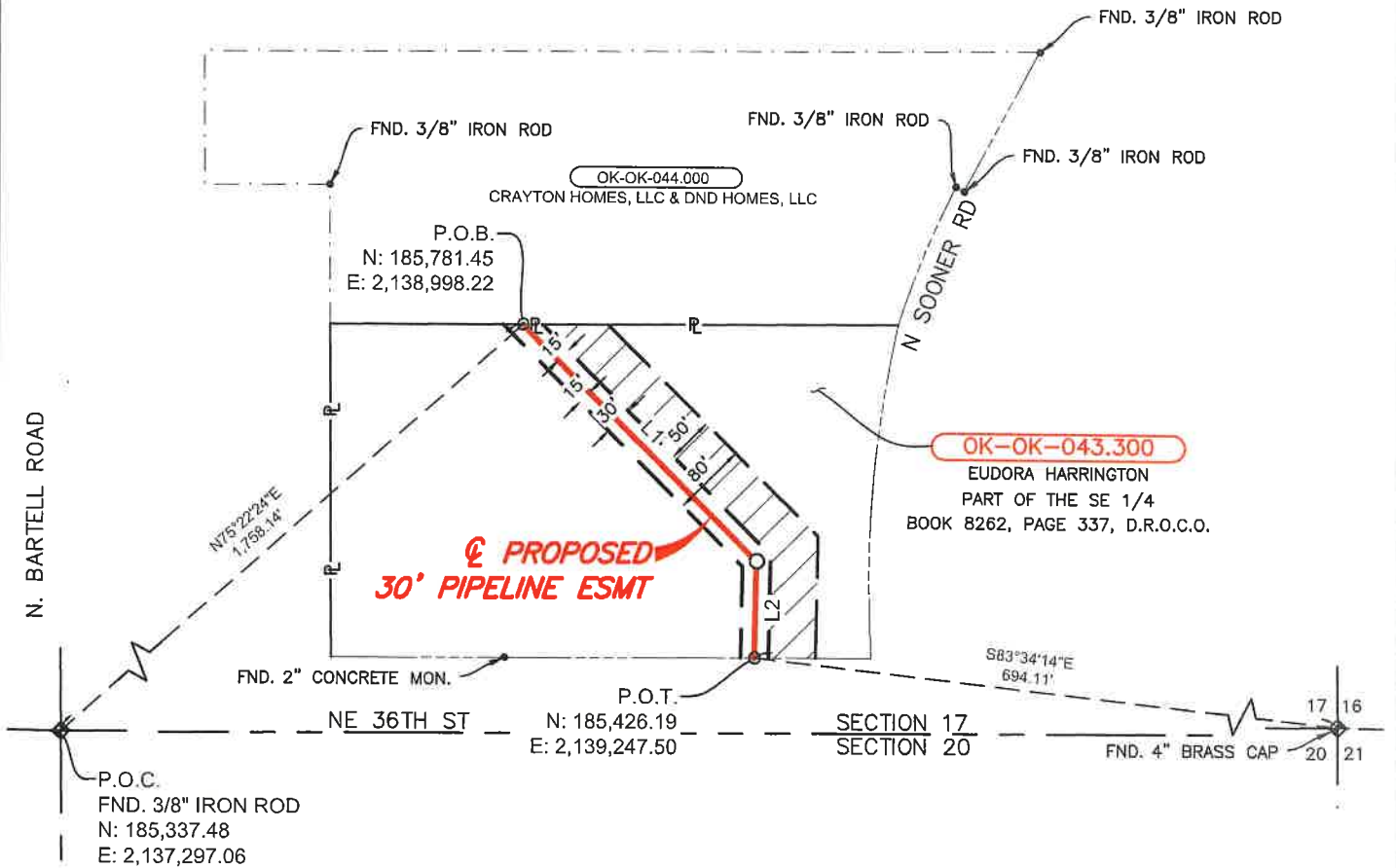


VICINITY
N.T.S.

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 17, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-043.300
EUDORA HARRINGTON

CENTERLINE IS 459.47 FEET OR 27.85 RODS
PERMANENT EASEMENT IS 0.32 ACRES
TEMPORARY WORKSPACE IS 0.52 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S45°02'41"E	355.05'
L2	S01°05'09"W	104.42'



- 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. 1-17-24
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
EUDORA HARRINGTON

OKLAHOMA COUNTY

OKLAHOMA

0	ISSUED	JMG	01/15/24	JSF	LCS	DRAWN BY	CHK'D BY	APP'D BY	SCALE	1" = 200'	PROJECT NO.	025492-0010	DATE	01/05/24	LCS	REVISION	0	SHEET	1 OF 2
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	1" = 200'	APP'D BY	SCALE	1" = 200'	PROJECT NO.	025492-0010	DATE	01/05/24	LCS	REVISION	0	SHEET	1 OF 2



BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO EUDORA HARRINGTON, AS RECORDED IN BOOK 8262, PAGE 337, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

THENCE, SOUTH 01°05'09" WEST, A DISTANCE OF 104.42 FEET TO THE **POINT OF TERMINATION** ON THE NORTH RIGHT-OF-WAY LINE OF NE 36TH STREET, FROM WHICH A 4-INCH BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 17, BEARS SOUTH 83°34'14" EAST, A DISTANCE OF 694.11 FEET, FOR A TOTAL CENTERLINE LENGTH OF 459.47 FEET OR 27.85 RODS, AND CONTAINING 0.32 ACRES OF LAND, 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 1-17-24
LUCIEN C. SCHAEFFER, 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
EUDORA HARRINGTON

OKLAHOMA COUNTY

OKLAHOMA

0	ISSUED	JMG	01/15/24	JSF	LCS	DRAWN BY JMG	CHK'D BY JSF	OK-OK-043.300	
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	NTS		APP'VD BY
		PROJECT NO. 025492-0010				DATE 01/05/24	LCS		REVISION 0 SHEET 2 OF 2



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

CV-2024-1341
Ogden

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC,)
)
Plaintiff,)
)
v.)
)
CRAYTON HOMES L.L.C.;)
)
DND HOMES L.L.C.;)
)
CROSSFIRST BANK;)
)
ANCHOR ENGINEERING, L.L.C.;)
)
BOARD OF COUNTY COMMISSIONERS OF THE)
COUNTY OF OKLAHOMA; and)
)
TREASURER OF OKLAHOMA COUNTY,)
)
Defendants.)

MAY 15 2024

RICK WARREN
COURT CLERK

41

Case No. CV - 2024 - 1341

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 Crayton Homes L.L.C., an Oklahoma limited liability company, and DND Homes L.L.C., an Oklahoma limited liability company, own in fee the property more particularly described as Tract OK-OK-044.000, Tract OK-OK-045.000 and Tract OK-OK-048.000 on Exhibit A, attached hereto and incorporated by reference herein (the "Property").

3. Upon information and belief, Defendant CrossFirst Bank, a Kansas bank, claims some right, title or interest in and to the Property pursuant to a Mortgage filed in Book 14022, Page 933 and a Modification of Mortgage filed in Book 15165, Page 937, both in the Office of the County Clerk for Oklahoma County, Oklahoma.

4. Upon information and belief, Defendant Anchor Engineering, L.L.C., an Oklahoma limited liability company, claims some right, title or interest in and to Tract OK-OK-045.000 of the Property pursuant to a Mechanic's Lien Statement of Claim filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 14190, Page 1959.

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 24.27 rods across Tract OK-OK-044.000, 14.60 rods across Tract OK-OK-045.000 and 39.86 rods across Tract OK-OK-048.000, as shown on the plats 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 0.46 acres for Tract OK-OK-044.000, 0.28 acres for Tract

OK-OK-045.000 and 0.99 acres for Tract OK-OK-048.000 (and additional temporary workspace of 0.04 acres for Tract OK-OK-044.000 and 0.08 acres for Tract OK-OK-045.000) (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;

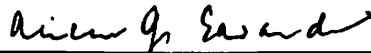
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

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 14th day of May, 2024.

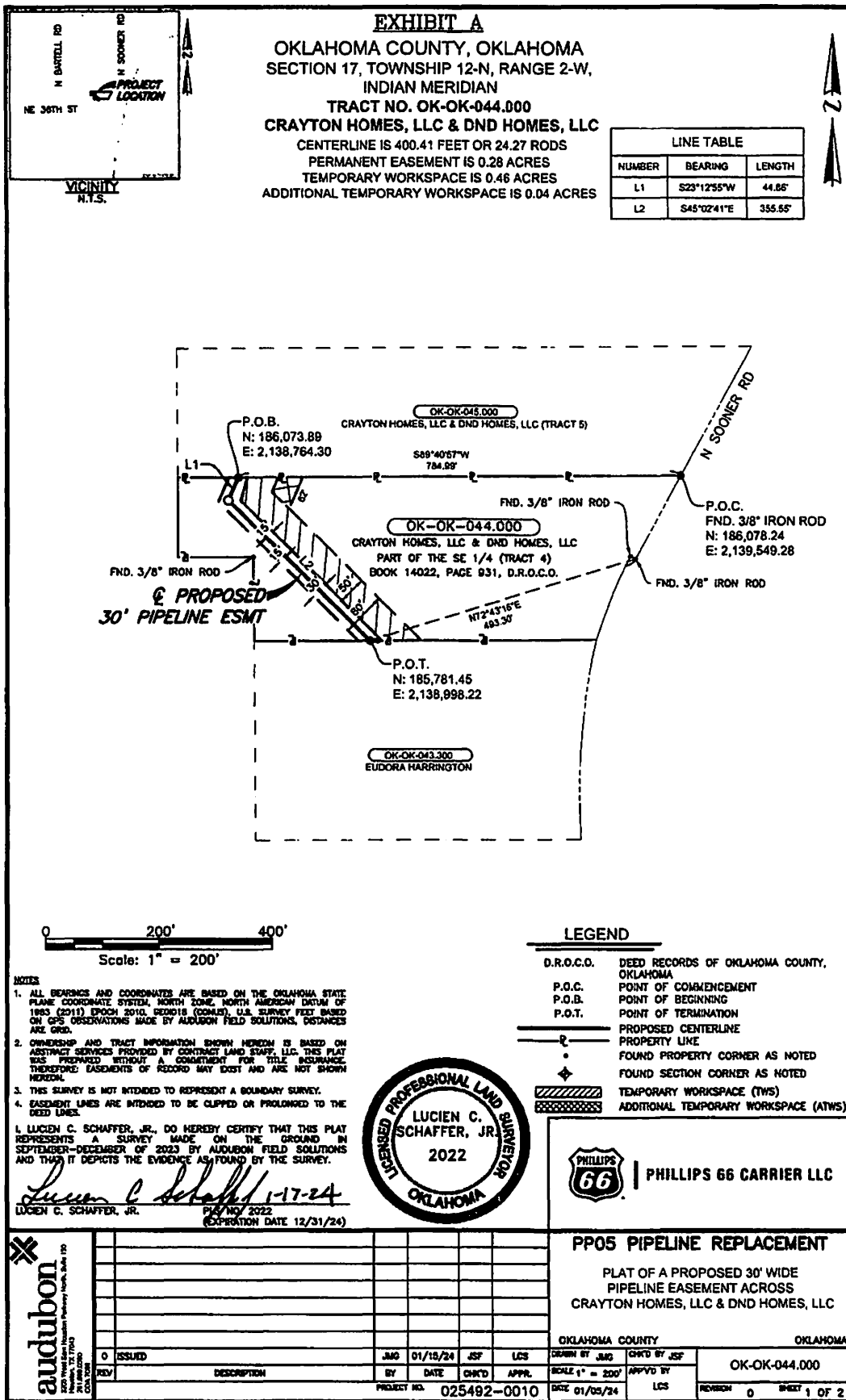
Respectfully submitted,

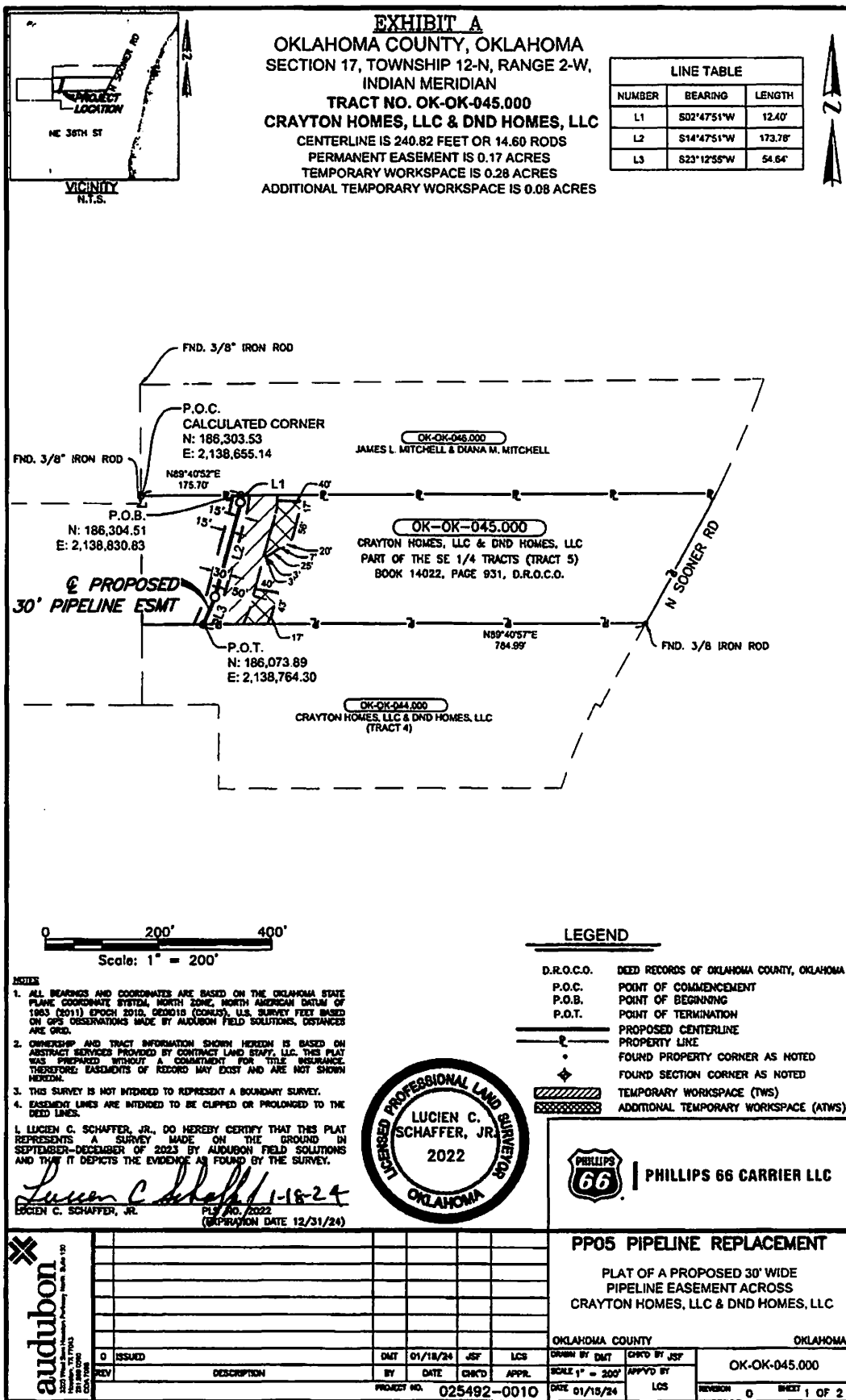


Alicia J. Edwards, OBA No. 21649
Terry D. Ragsdale, OBA No. 15333
Scott E. Kiplinger, OBA No. 33938
GABLEGOTWALS
110 North Elgin Avenue, Suite 200
Tulsa, Oklahoma 74120
(918) 595-4800 (telephone)
(918) 595-4990 (facsimile)
aedwards@gablelaw.com
tragsdale@gablelaw.com
skiplinger@gablelaw.com

**ATTORNEYS FOR PHILLIPS 66
CARRIER LLC**

EXHIBIT A





OK-OK-045.000
CRAYTON HOMES, LLC & DND HOMES, 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 CRAYTON HOMES, LLC & DND HOMES, LLC, AS RECORDED IN BOOK 14022, PAGE 931, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING DESCRIBED AS TRACT 5, PART OF THE SE 1/4 TRACTS SITUATED IN SECTION 17, TOWNSHIP 12-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 THE CALCULATED NORTHWEST CORNER OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT;

THENCE, NORTH 89°40'52" EAST, A DISTANCE OF 175.70 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT;

THENCE, SOUTH 02°47'51" WEST, A DISTANCE OF 12.40 FEET TO A POINT;

THENCE, SOUTH 14°47'51" WEST, A DISTANCE OF 173.78 FEET TO A POINT;

THENCE, SOUTH 23°12'55" WEST, A DISTANCE OF 54.64 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE INTERSECTION OF SOUTH LINE OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT WITH THE WEST RIGHT-OF-WAY LINE OF N SOONER RD, BEARS NORTH 89°40'57" EAST, A DISTANCE OF 784.99 FEET, FOR A TOTAL CENTERLINE LENGTH OF 240.82 FEET OR 14.60 RODS, AND CONTAINING 0.17 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.28 ACRES, MORE OR LESS.

ALONG WITH AN ADDITIONAL TEMPORARY WORKSPACE CONTAINING 0.08 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, GCSNAD83 (CONUS), U.S. SURVEY FOOT BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GROUND.
 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 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. 1-18-24
LUCIEN C. SCHAFER, 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
CRAYTON HOMES, LLC & DND HOMES, LLC

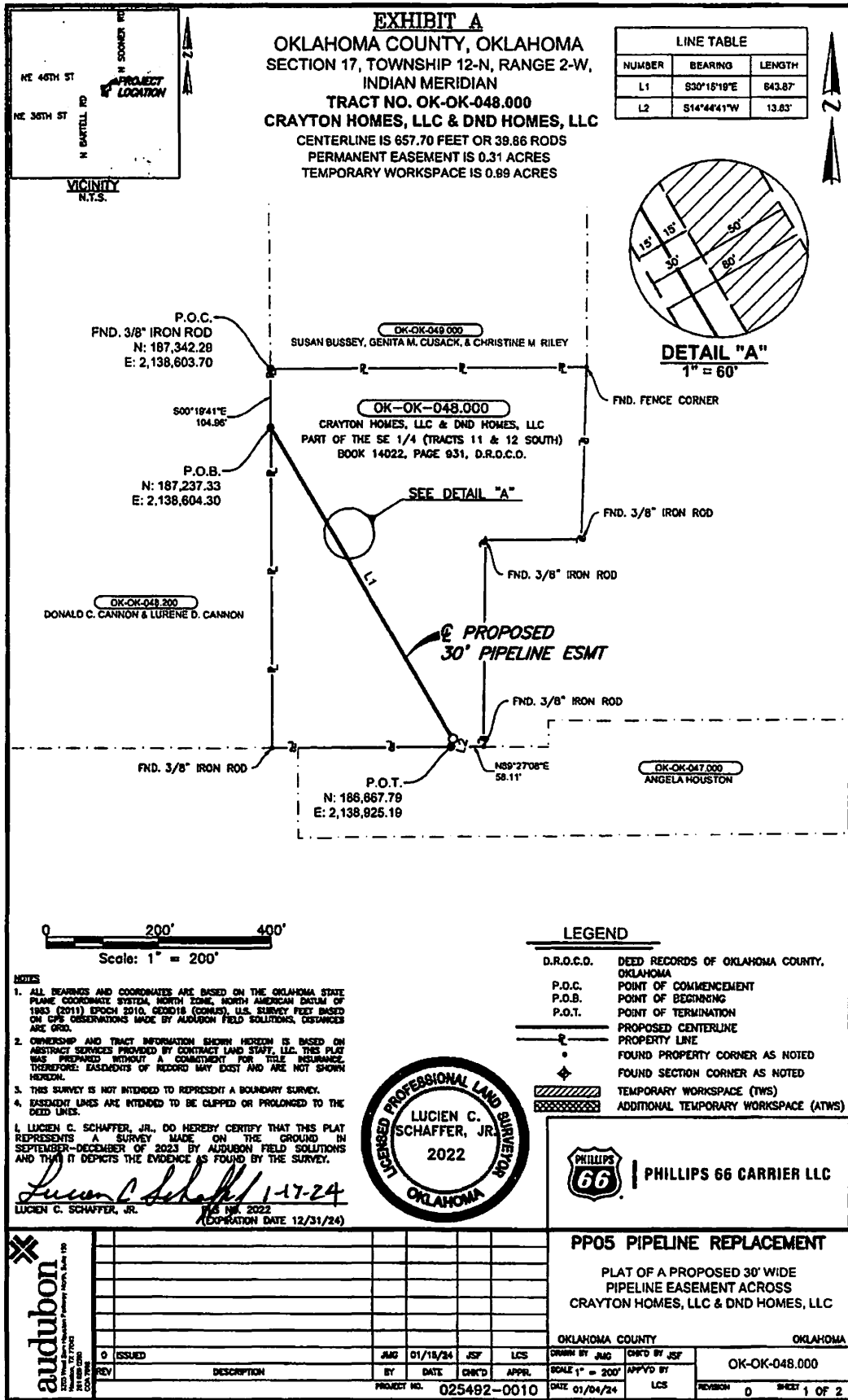
OKLAHOMA COUNTY OKLAHOMA
DRAWN BY DMT CHK'D BY JSF
SCALE NTS APP'D BY
DATE 01/18/24 LCS REVIEW 0 SHEET 2 OF 2

audubon
FIELD SOLUTIONS
3000 West 10th Street, Suite 100
Tulsa, OK 74107
(918) 438-1111
WWW.AUDUBONFIELD.COM

ISSUED	DESCRIPTION	DATE	BY	DATE	CHK'D	APPR.
0		01/18/24	JSF			LCS
REV						

PROJECT NO. 025492-0010

1:18.2024 3:05:55 PM JACOB FISHER S:\AS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870_MAPPING\000_PLATS\OK-OK-045.000 CRAYTON HOMES, LLC & DND HOMES, LLC.DWG



1:16.2024 1:53:05 PM JACOB TSCHEP S:\451\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT.DWG PLAT OK-OK-048.000 CRAYTON HOMES, LLC & DND HOMES, LLC.DWG

OK-OK-048.000
CRAYTON HOMES, LLC & DND HOMES, 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 CRAYTON HOMES, LLC & DND HOMES, LLC, AS RECORDED IN BOOK 14022, PAGE 931, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING DESCRIBED AS TRACTS 11 & 12 SOUTH, PART OF THE SE 1/4 (TRACTS 11 & 12 SOUTH) SITUATED IN SECTION 17, TOWNSHIP 12-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 NORTHWEST CORNER OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT;

THENCE, SOUTH 00°19'41" EAST, A DISTANCE OF 104.96 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT;

THENCE, SOUTH 30°15'19" EAST, A DISTANCE OF 643.87 FEET TO A POINT;

THENCE, SOUTH 14°44'41" WEST, A DISTANCE OF 13.83 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID CRAYTON HOMES, LLC & DND HOMES, LLC TRACT, BEARS NORTH 89°27'08" EAST, A DISTANCE OF 58.11 FEET, FOR A TOTAL CENTERLINE LENGTH OF 657.70 FEET OR 39.86 RODS, AND CONTAINING 0.31 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.99 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, GZD0148 (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 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. 1-17-24
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
CRAYTON HOMES, LLC & DND HOMES, LLC

OKLAHOMA COUNTY OKLAHOMA

0	ISSUED	JNO	01/18/24	JST	LCS	DRAWN BY JNO	CHK'D BY JST	OK-OK-048.000
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE	HTS	APPROVED BY
						DATE	01/04/24	LCS
						REVISION	0	SHEET 2 OF 2

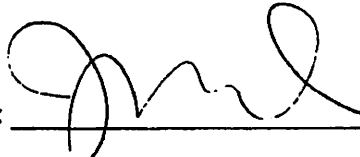
PROJECT NO. 025492-0010



1:16.2024 PM JACOB FISHER S:\45\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DROVE-0\070_MAPPINGS\008_PLATS\OK-OK-048.000 CRAYTON HOMES, LLC & DND HOMES, LLC.DWG

EXHIBIT B

PHILLIPS 66 CARRIER LLC

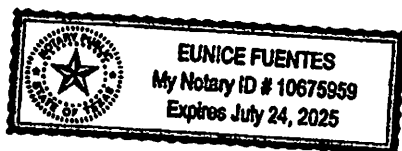
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.

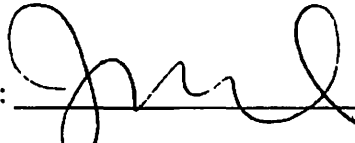



Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

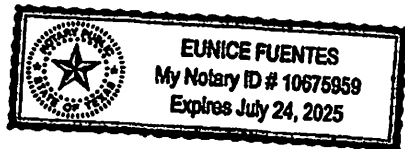
By: 

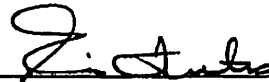
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

2024021401018630 B: 15674 P: 790

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 30, 2024**

Grantor(s): **James L. Mitchell and Diana M. Mitchell** 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 a part of the Southeast Quarter (SE/4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as "Tract 5A" in that certain Joint Tenancy Warranty Deed dated April 24, 2002 from Cimarron Land, Inc., a corporation to James L. Mitchel and Diana M. Mitchell, husband and wife as joint tenants and not as tenants in common, with the right of survivorship, recorded in Book 8420, Page 825, Deed Records, Oklahoma County, less and except any conveyances heretofore made.**

7

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, James L. Mitchell and Diana M. Mitchell, husband and wife 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 being a part of the Southeast Quarter (SE/4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as "Tract 5A" in that certain Joint Tenancy Warranty Deed dated April 24, 2002 from Cimarron Land, Inc., a corporation to James L. Mitchell and Diana M. Mitchell, husband and wife as joint tenants and not as tenants in common, with the right of survivorship, recorded in Book 8420, Page 825, Deed Records, Oklahoma County, 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 30th day of January, 2024 (the "Effective Date").

GRANTOR

James L. Mitchell
James L. Mitchell
Diana M. Mitchell
Diana M. Mitchell

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF oklahoma §

On this 30th day of January, 2024, before me Tate Walker,
the undersigned officer, personally appeared James L. Mitchell 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 30th day of January, 2024, before me Tate Walker,
the undersigned officer, personally appeared Diana M. Mitchell 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

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.

NOTARY PUBLIC

My commission expires: 10/03/27



OK-OK-046.000
JAMES L. MITCHELL & DIANA M. MITCHELL

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO JAMES L. MITCHELL & DIANA M. MITCHELL, AS RECORDED IN BOOK 8420, PAGE 825, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-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 PK NAIL FOUND AT THE NORTHEAST CORNER OF SAID JAMES L. MITCHELL & DIANA M. MITCHELL TRACT AND BEING ON THE WEST RIGHT-OF-WAY LINE OF N. SOONER RD;

THENCE, SOUTH 89°25'29" WEST, A DISTANCE OF 877.17 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID JAMES L. MITCHELL & DIANA M. MITCHELL TRACT;

THENCE, SOUTH 14°44'41" WEST, A DISTANCE OF 23.62 FEET TO A POINT;

THENCE, SOUTH 16°54'00" WEST, A DISTANCE OF 150.85 FEET TO A POINT;

THENCE, SOUTH 02°47'51" WEST, A DISTANCE OF 33.22 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID JAMES L. MITCHELL & DIANA M. MITCHELL TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID JAMES L. MITCHELL & DIANA M. MITCHELL TRACT, BEARS NORTH 41°47'05" WEST, A DISTANCE OF 265.63 FEET, FOR A TOTAL CENTERLINE LENGTH OF 207.69 FEET OR 12.59 RODS, AND CONTAINING 0.14 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.24 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-OCTOBER 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. SCHAFER, JR. PLS. NO. 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	01/17/24	JSF	LCS
PROJECT NO. 025492-0010					

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
JAMES L. MITCHELL & DIANA M. MITCHELL

OKLAHOMA COUNTY				OKLAHOMA			
DRAWN BY	DMT	CHK'D BY	JSF	OK-OK-046.000			
SCALE	NTS	APP'VD BY	LCS				
DATE	01/12/24	REVISION	0	SHEET	2	OF	2

2024021401018631 B: 15674 P: 797

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 5, 2024**

Grantor(s): **Angela Houston** 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 Section 17, T12N, R2W, Oklahoma County, Oklahoma, and being more particularly described in that certain Warranty Deed dated March 22, 2014, from Freddie Lefford, a single person, and Yokanda Prince, Bridgett Need, Alyce Williams and Freddie Lefford, as Co-Trustees of the Freddie and Delores Lafford Family Trust, dated July 30, 2017, to Angela Houston, recorded in Volume 12508, Page 1015, 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, Angela Houston, 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 Section 17, T12N, R2W, Oklahoma County, Oklahoma, and being more particularly described in that certain Warranty Deed dated March 22, 2014, from Freddie Lefford, a single person, and Yokanda Prince, Bridgett Need, Alyce Williams and Freddie Lefford, as Co-Trustees of the Freddie and Delores Lafford Family Trust, dated July 30, 2017, to Angela Houston, recorded in Volume 12508, Page 1015, 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 5th day of February, 2024 (the "Effective Date").

GRANTOR

Angela C Houston
Angela Houston

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

§
§
§

COUNTY OF OKLAHOMA

On this 5th day of FEBRUARY, 2024, before me Duane Kinnett,
the undersigned officer, personally appeared Angela Houston 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.



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 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



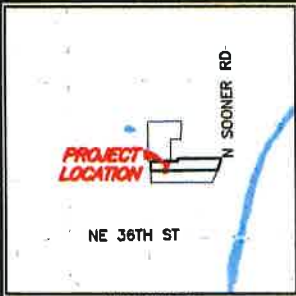
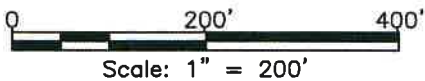
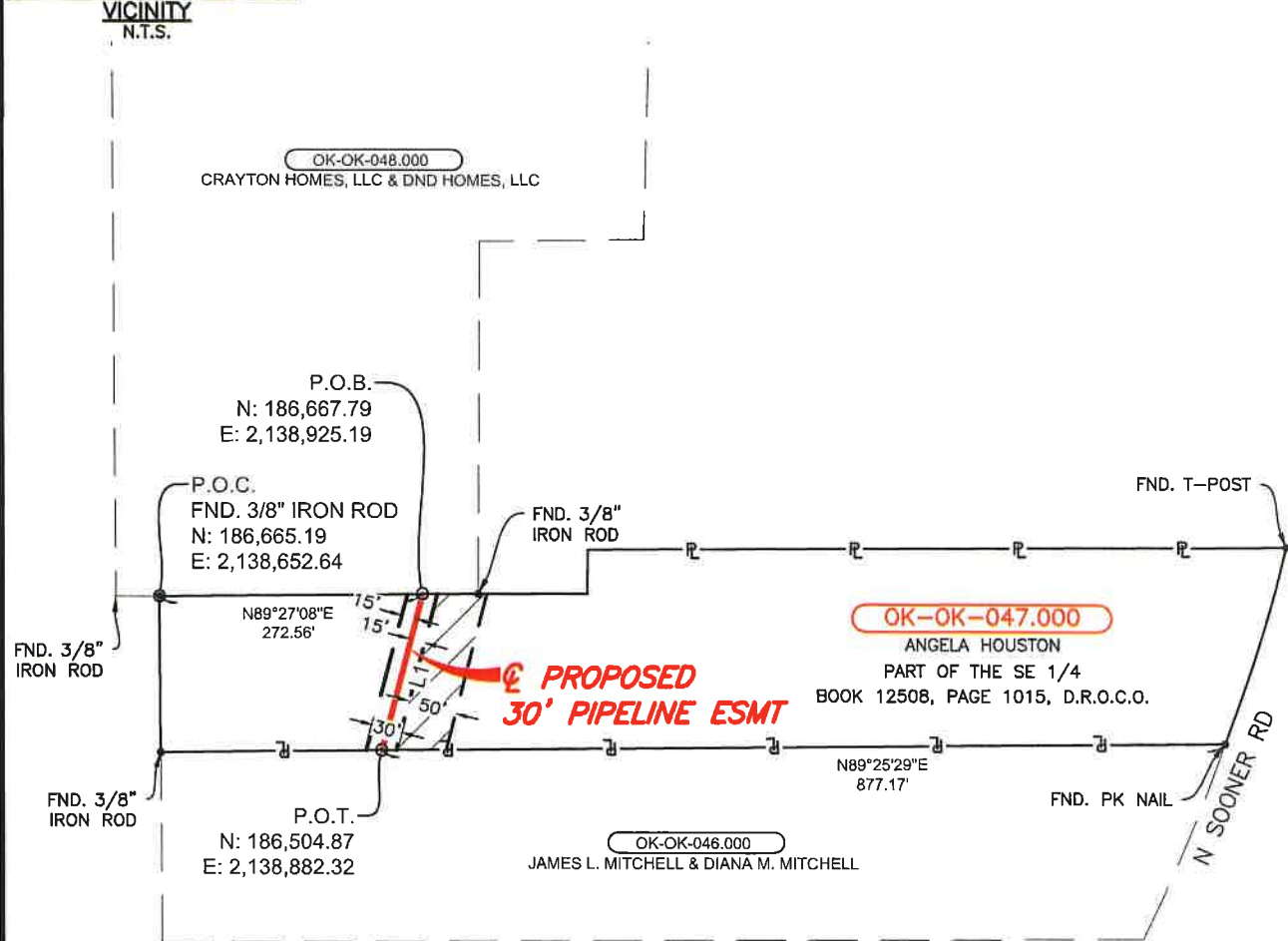


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 17, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-047.000
ANGELA HOUSTON

CENTERLINE IS 168.47 FEET OR 10.21 RODS
PERMANENT EASEMENT IS 0.12 ACRES
TEMPORARY WORKSPACE IS 0.19 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S14°44'41"W	168.47'



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 1-18-24
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)



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	01/18/24	JSF	LCS

PP05 PIPELINE REPLACEMENT			
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ANGELA HOUSTON			
OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE	1" = 200'	APPR'D BY	LCS
DATE	01/15/24	REVISION	0
PROJECT NO.	025492-0010	SHEET	1 OF 2

OK-OK-047.000
ANGELA HOUSTON

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO ANGELA HOUSTON, AS RECORDED IN BOOK 12508, PAGE 1015, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-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 NORTHWEST CORNER OF SAID ANGELA HOUSTON TRACT;

THENCE, NORTH 89°27'08" EAST, A DISTANCE OF 272.56 FEET TO THE **POINT OF BEGINNING** ON THE MOST WESTERLY NORTH LINE OF SAID ANGELA HOUSTON TRACT;

THENCE, SOUTH 14°44'41" WEST, A DISTANCE OF 168.47 FEET TO THE **POINT OF TERMINATION** ON THE SOUTH LINE OF SAID ANGELA HOUSTON TRACT, FROM WHICH A PK NAIL FOUND AT THE INTERSECTION OF THE SOUTH LINE OF SAID ANGELA HOUSTON TRACT WITH THE WEST RIGHT-OF-WAY LINE OF N SOONER RD, BEARS NORTH 89°25'29" EAST, A DISTANCE OF 877.17 FEET, FOR A TOTAL CENTERLINE LENGTH OF 168.47 FEET OR 10.21 RODS, AND CONTAINING 0.12 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.19 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.
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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, 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 ANGELA HOUSTON			
						OKLAHOMA COUNTY OKLAHOMA			
0	ISSUED	DMT	01/18/24	JSF	LCS	DRAWN BY DMT	CHK'D BY JSF	OK-OK-047.000	
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	SCALE NTS	APP'VD BY		
PROJECT NO. 025492-0010						DATE 01/15/24	LCS	REVISION 0	SHEET 2 OF 2

2024030101025376 B: 15686 P: 1496

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 8, 2024**

Grantor(s): **Donald C. Cannon a/k/a Don Cannon and Lurene D. Cannon**
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: **First Parcel: That certain tract of land situated in part of the S/2 NW/4 SE/4 of S17, T12N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated April 26, 1994 from Ruth Calkins, a single person to Donald C. Cannon and Lurene D. Cannon, husband and wife, as joint tenants and not as tenants in common, with the right of survivorship, recorded in Book 6598, Page 556, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

8/3

Legal Description:

Second Parcel: That certain tract of land situated in part of the NW/4 SE/4 of S17, T12N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated March 28, 1983 from Henry M. Perkins to Don Cannon and Lurene D. Cannon, husband and wife, recorded in Book 4982, Page 1574, 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, Donald C. Cannon a/k/a Don Cannon and Lurene D. Cannon, husband and wife, 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:

First Parcel: That certain tract of land situated in part of the S/2 NW/4 SE/4 of S17, T12N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated April 26, 1994 from Ruth Calkins, a single person to Donald C. Cannon and Lurene D. Cannon, husband and wife, as joint tenants and not as tenants in common, with the right of survivorship, recorded in Book 6598, Page 556, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.

Second Parcel: That certain tract of land situated in part of the NW/4 SE/4 of S17, T12N, R2W, Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Warranty Deed dated March 28, 1983 from Henry M. Perkins to Don Cannon and Lurene D. Cannon, husband and wife, recorded in Book 4982, Page 1574, 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 8 day of February, 2024 (the "Effective Date").

GRANTOR

Donald C. Cannon

Donald C. Cannon a/k/a Don Cannon

Lurene D. Cannon

Lurene D. Cannon

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

§
§
§

COUNTY OF Oklahoma

On this 8 day of February, 2024, before me Michael Rowe,
the undersigned officer, personally appeared Donald C. Cannon a/k/a Don Cannon 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.



Michael Rowe
NOTARY PUBLIC

My commission expires: 8/17/27

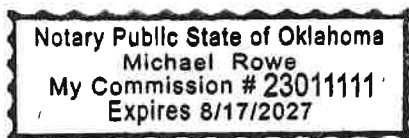
NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

§
§
§

COUNTY OF Oklahoma

On this 8 day of February, 2024, before me Michael Rowe,
the undersigned officer, personally appeared Lurene D. Cannon 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.



Michael Rowe
NOTARY PUBLIC

My commission expires: 8/17/27

GRANTEE

Phillips 66 Carrier LLC

By:

William R. Savage
Its: Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF WASHINGTON §

On this 27th 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

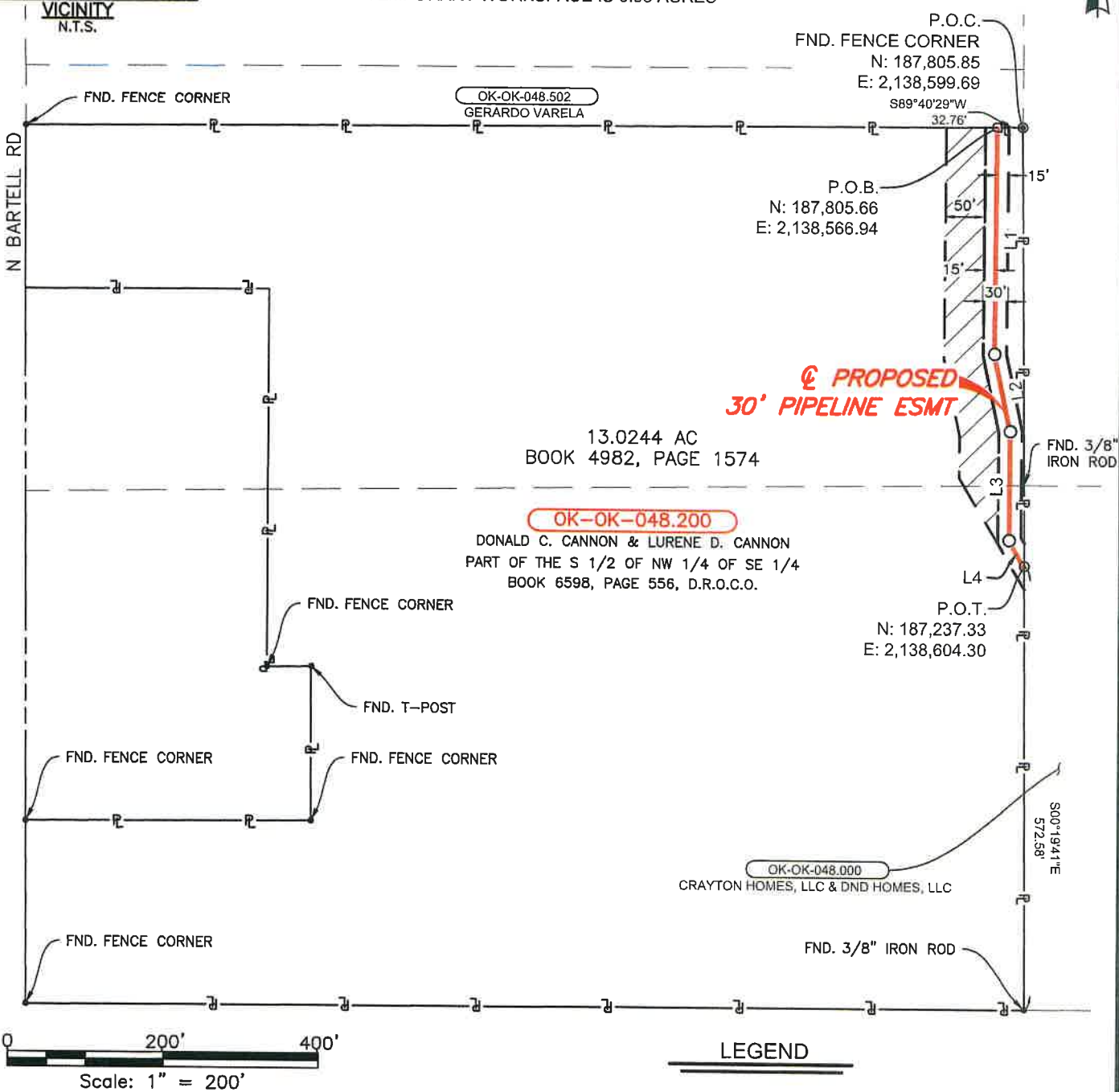
Sharon Kay Wade
NOTARY PUBLIC

My commission expires: 6-19-24



EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 17, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-048.200
DONALD C. CANNON & LURENE D. CANNON
CENTERLINE IS 575.68 FEET OR 34.89 RODS
PERMANENT EASEMENT IS 0.40 ACRES
TEMPORARY WORKSPACE IS 0.58 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°22'37"W	293.72'
L2	S11°37'23"E	102.40'
L3	S00°17'52"W	141.07'
L4	S30°15'19"E	38.49'



NOTES

- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEOID18 (CONUS), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
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- 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.

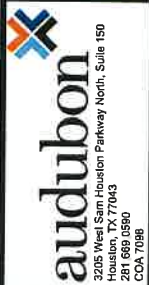
Lucien C. Schaffer, Jr.
LUCIEN C. SCHAFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)



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)



PP05 PIPELINE REPLACEMENT
PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
DONALD C. CANNON & LURENE D. CANNON



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	DMT	01/17/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE	1" = 200'	APP'D BY	LCS
DATE	01/04/24	REVISION	0

OK-OK-048.200
SHEET 1 OF 2

1:17-2024 2:54:21 PM DANIELA MENDEZ S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\B70-MAPPING\008_PLATS\OK-OK-048.200 DONALD C. CANNON & LURENE D. CANNON.DWG

OK-OK-048.200
DONALD C. CANNON & LURENE D. CANNON

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 13.0244 ACRE TRACT AND PART OF THE S 1/2 OF THE NW 1/4 OF SE 1/4 OF LAND CONVEYED TO DONALD C. CANNON & LURENE D. CANNON, AS RECORDED IN BOOK 4982, PAGE 1574 AND BOOK 6598, PAGE 556, RESPECTIVELY, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACTS BEING PART OF THE NW 1/4 OF SE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-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 DONALD C. CANNON & LURENE D. CANNON CALLED 13.0244 ACRE TRACT;

THENCE, SOUTH 89°40'29" WEST, A DISTANCE OF 32.76 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID CALLED 13.0244 ACRE TRACT;

THENCE, SOUTH 00°22'37" WEST, A DISTANCE OF 293.72 FEET TO A POINT;

THENCE, SOUTH 11°37'23" EAST, A DISTANCE OF 102.40 FEET TO A POINT;

THENCE, SOUTH 00°17'52" WEST, A DISTANCE OF 141.07 FEET TO A POINT;

THENCE, SOUTH 30°15'19" EAST, A DISTANCE OF 38.49 FEET TO THE POINT OF TERMINATION ON THE EAST LINE OF SAID DONALD C. CANNON & LURENE D. CANNON S 1/2 OF NW 1/4 OF SE 1/4 TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID DONALD C. CANNON & LURENE D. CANNON TRACT, BEARS SOUTH 00°19'41" EAST, A DISTANCE OF 572.58 FEET, FOR A TOTAL CENTERLINE LENGTH OF 575.68 FEET OR 34.89 RODS, AND CONTAINING 0.40 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.58 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.

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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. 1-18-24
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
DONALD C. CANNON & LURENE D. CANNON

OKLAHOMA COUNTY				OKLAHOMA			
DRAWN BY DMT		CHK'D BY JSF		OK-OK-048.200			
SCALE NTS		APP'D BY					
DATE 01/04/24		LCS		REVISION 0		SHEET 2 OF 2	



audubon

3205 West Sam Houston Parkway North, Suite 150
Houston, Texas 77043
281.660.0590
COA 7098

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	PROJECT NO.
0	ISSUED	DMT	01/17/24	JSF	LCS	025492-0010

2024051701064379 B: 15756 P: 219

05/17/2024 10:20:49 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: **April 30, 2024**

Grantor(s): **Gerardo Varela** 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 out of the Southeast Quarter (SE/4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Special Warranty Deed dated September 27, 2005 from Alphonso Jackson, Secretary of Housing and Urban Development of Washington, D.C., acting by and through the Federal Housing Commissioner, to Gerardo Varela, a single man as his sole and separate property, recorded in Book 9876, Page 1171, 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, Gerardo Varela, a single man as his sole and separate property, 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 out of the Southeast Quarter (SE/4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Special Warranty Deed dated September 27, 2005 from Alphonso Jackson, Secretary of Housing and Urban Development of Washington, D.C., acting by and through the Federal Housing Commissioner, to Gerardo Varela, a single man as his sole and separate property, recorded in Book 9876, Page 1171, 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 30th day of April, 2024 (the "Effective Date").

GRANTOR

Gerardo Varela
Gerardo Varela

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF Oklahoma

§
§
§

On this 30th day of April, 2024, before me Tate Walker,
the undersigned officer, personally appeared Gerardo Varela, a single man as his sole and separate
property 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

GRANTEE

Phillips 66 Carrier LLC

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

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 15th 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


NOTARY PUBLIC

My commission expires: 6-19-24

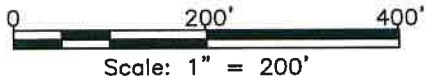
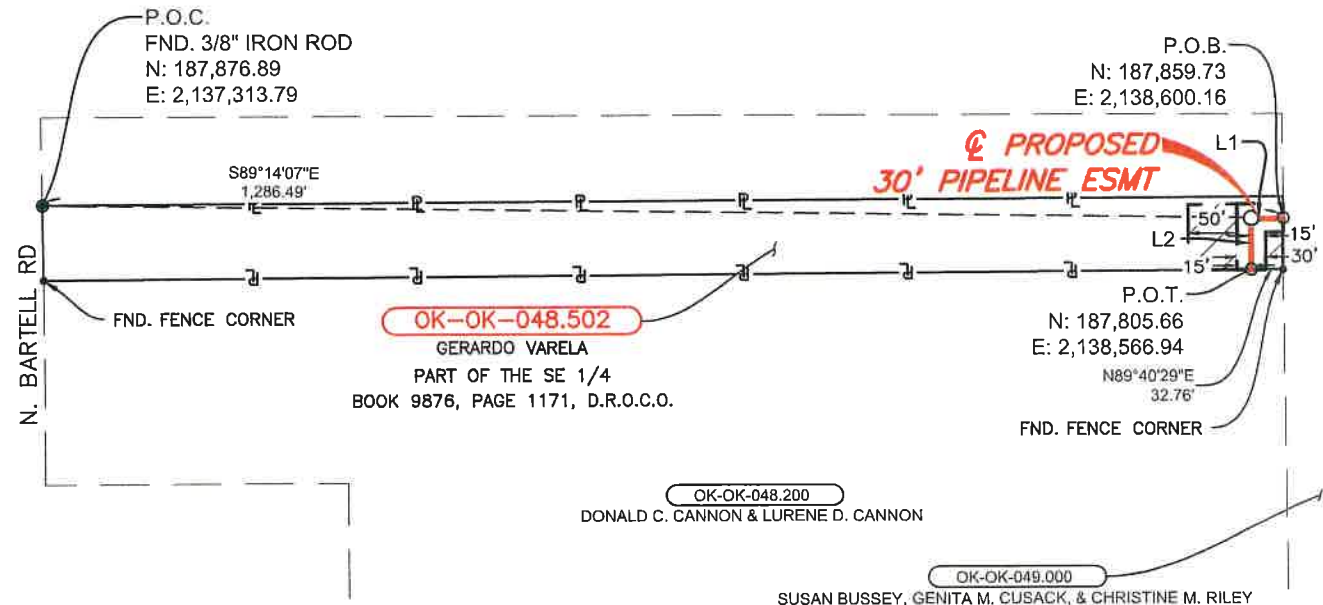


VICINITY
N.T.S.

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 17, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-048.502
GERARDO VARELA

CENTERLINE IS 86.58 FEET OR 5.25 RODS
PERMANENT EASEMENT IS 0.06 ACRES
TEMPORARY WORKSPACE IS 0.09 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°22'37"W	32.87'
L2	S00°22'37"W	53.71'



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. 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) |

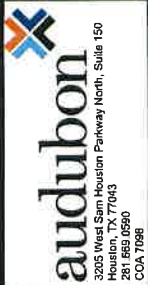


PHILLIPS 66 CARRIER LLC

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
GERARDO VARELA

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY DMT	CHK'D BY JSF	OK-OK-048.502	
SCALE 1" = 200'	APP'D BY		
DATE 01/04/24	LCS	REVISION	SHEET 1 OF 2



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	RE-ROUTE	DMT	02/16/24	JSF	LCS
0	ISSUED	DMT	01/04/24	JSF	LCS

PROJECT NO. 025492-0010

2-16-2024 8:51:07 AM DANIELA MENDEZ \\AUDUBON-ENGINEERING\\008\\PLATS\\OK-OK-048.502 GERARDO VARELA.DWG

OK-OK-048.502
GERARDO VARELA

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO GERARDO VARELA, AS RECORDED IN BOOK 9876, PAGE 1171, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-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 ON THE EAST LINE OF SAID GERARDO VARELA TRACT;

THENCE, SOUTH 89°14'07" EAST, A DISTANCE OF 1,286.49 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF SAID GERARDO VARELA TRACT;

THENCE, SOUTH 89°22'37" WEST, A DISTANCE OF 32.87 FEET;

THENCE, SOUTH 00°22'37" WEST, A DISTANCE OF 53.71 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID GERARDO VARELA TRACT, FROM WHICH A FENCE CORNER FOUND AT THE SOUTHEAST CORNER OF SAID GERARDO VARELA TRACT, BEARS NORTH 89°40'29" EAST, A DISTANCE OF 32.76 FEET, FOR A TOTAL CENTERLINE LENGTH OF 86.58 FEET OR 5.25 RODS, AND CONTAINING 0.06 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.09 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. 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 2-16-24
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
GERARDO VARELA

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE NTS		APP'VD BY	
DATE 01/04/24		LCS	
REVISION	1	SHEET	2 OF 2



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	RE-ROUTE	DMT	02/18/24	JSF	LCS
0	ISSUED	DMT	01/04/24	JSF	LCS
PROJECT NO. 025492-0010					

2024050801059443 B: 15748 P: 219

05/08/2024 10:25:11 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: **April 19, 2024**

Grantor(s): **Susan Bussey and Genita M. Cusack** of Oklahoma County, Oklahoma

Grantee(s): Phillips 66 Carrier, LLC

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

Legal Description: **That certain tract of land being a part of the Southeast Quarter (SE/4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Corporation Warranty Deed dated August 25, 1999 from Affiliated Home Centers, Inc. to Susan Bussey , Genita M. Cusack and Christine M. Riley as joint tenants and not as tenants in common with rights of survivorship, recorded Book 7684, Page 500, 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, Susan Bussey and Genita M. Cusack as joint tenants and not as tenants in common with 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 being a part of the Southeast Quarter (SE/4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Corporation Warranty Deed dated August 25, 1999 from Affiliated Home Centers, Inc. to Susan Bussey, Genita M. Cusack and Christine M. Riley as joint tenants and not as tenants in common with rights of survivorship, recorded Book 7684, Page 500, 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. The temporary easement shall terminate two years after the date of commencement of the initial construction of the Facilities on 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 17th day of APRIL, 2024 (the "Effective Date").

GRANTOR

Susan Bussey
Susan Bussey

Genita M. Cusack
Genita M. Cusack

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

On this 19th day of APRIL, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Susan Bussey 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.



Christopher Beckett
NOTARY PUBLIC
My commission expires: 07-30-2027

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF CLEVELAND §

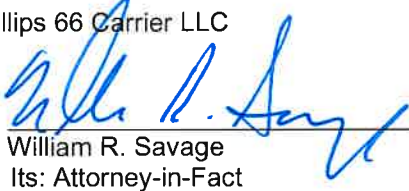
On this 19th day of APRIL, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Genita M. Cusack who, being by me duly sworn did say that she executed the Easement, and acknowledged that she executed it as her free act and deed.



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 16th 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


NOTARY PUBLIC

My commission expires: 6-19-24

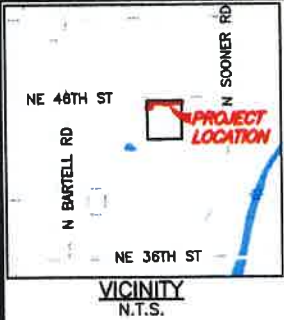
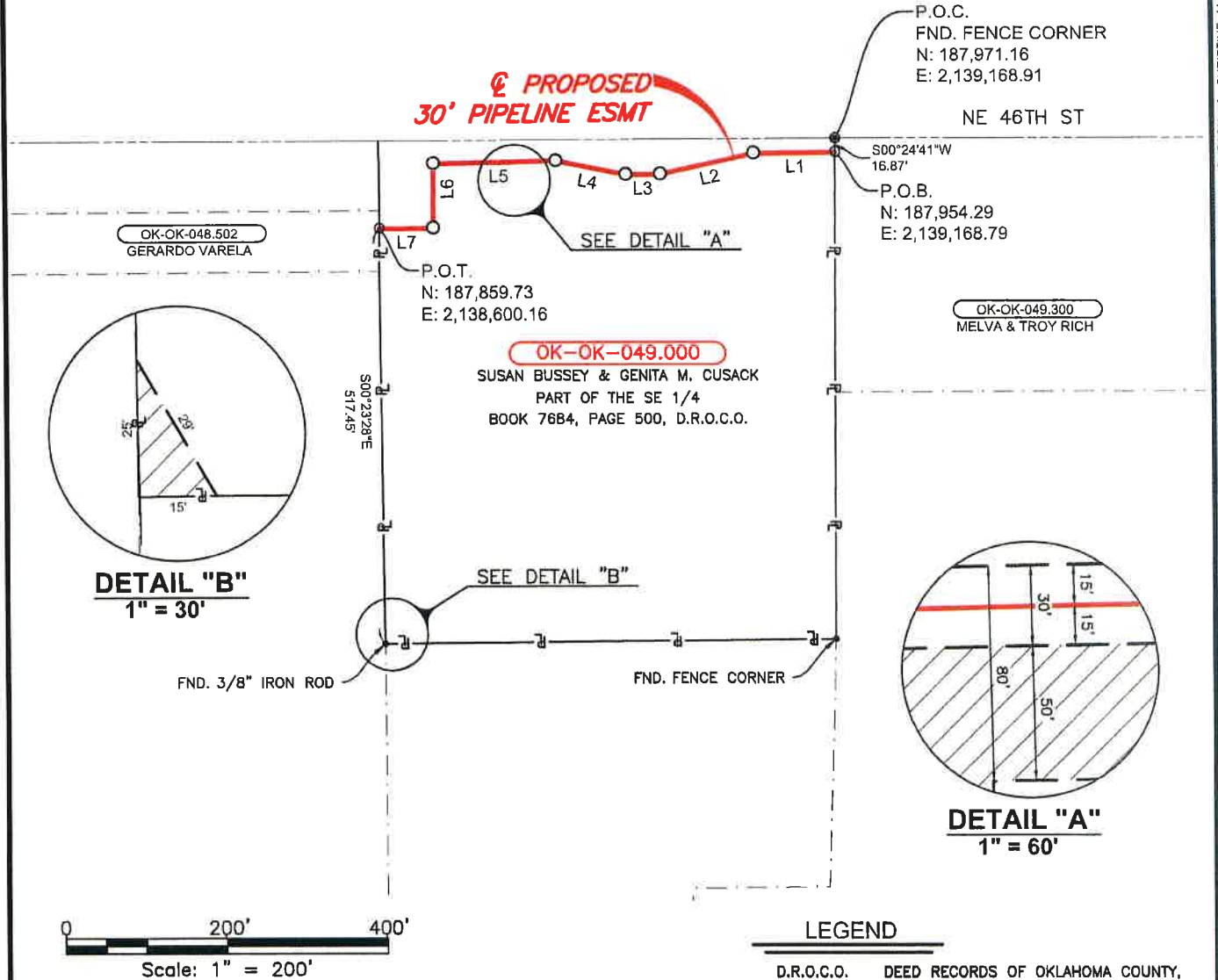


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 17, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-049.000
SUSAN BUSSEY & GENITA M. CUSACK
CENTERLINE IS 653.71 FEET OR 39.62 RODS
PERMANENT EASEMENT IS 0.45 ACRES
TEMPORARY WORKSPACE IS 0.74 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°24'04"W	101.51
L2	S77°24'04"W	119.11
L3	S89°24'04"W	43.15
L4	N78°35'56"W	89.03
L5	S88°52'31"W	152.84
L6	S00°22'37"W	80.94
L7	S89°22'37"W	67.13



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 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

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
SUSAN BUSSEY & GENITA M. CUSACK

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY JMG CHK'D BY JSF
SCALE 1" = 200' APP'D BY
DATE 01/04/24

OK-OK-049.000
REVISION 2 SHEET 1 OF 2



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
2	UPDATED OWNERS	JSF	04/01/24	LCS	LCS
1	REROUTE	JSF	02/18/24	LCS	LCS
0	ISSUED	JMG	01/15/24	JSF	LCS

PROJECT NO. 025492-0010

4.1.2024 11:56:25 AM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870_MAPPING\008_PLATS\OK-OK-049.000 SUSAN BUSSEY & GENITA M. CUSACK & CHRISTINE M. RILEY.DWG

OK-OK-049.000
SUSAN BUSSEY & GENITA M. CUSACK

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO SUSAN BUSSEY & GENITA M. CUSACK, AS RECORDED IN BOOK 7684, PAGE 500, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-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 SUSAN BUSSEY & GENITA M. CUSACK TRACT WITH THE SOUTH RIGHT-OF-WAY LINE OF NE 46TH STREET;

THENCE, SOUTH 00°24'41" WEST, A DISTANCE OF 16.87 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF SAID SUSAN BUSSEY & GENITA M. CUSACK TRACT;

THENCE, SOUTH 89°24'04" WEST, A DISTANCE OF 101.51 FEET TO A POINT;

THENCE, SOUTH 77°24'04" WEST, A DISTANCE OF 119.11 FEET TO A POINT;

THENCE, SOUTH 89°24'04" WEST, A DISTANCE OF 43.15 FEET TO A POINT;

THENCE, NORTH 78°35'56" WEST, A DISTANCE OF 89.03 FEET TO A POINT;

THENCE, SOUTH 88°52'31" WEST, A DISTANCE OF 152.84 FEET TO A POINT;

THENCE, SOUTH 00°22'37" WEST, A DISTANCE OF 80.94 FEET TO A POINT;

THENCE, SOUTH 89°22'37" WEST, A DISTANCE OF 67.13 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID SUSAN BUSSEY & GENITA M. CUSACK TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID SUSAN BUSSEY & GENITA M. CUSACK TRACT, BEARS SOUTH 00°23'28" EAST, A DISTANCE OF 517.45 FEET, FOR A TOTAL CENTERLINE LENGTH OF 653.71 FEET OR 39.62 RODS, AND CONTAINING 0.45 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.74 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 OPS 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 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C Schaffer 4-1-24
LUCIEN C. SCHAFER, JR. PLS. NO. 2022
(EXPIRATION DATE 12/31/24)

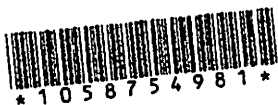


PHILLIPS 66 CARRIER LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
2	UPDATED OWNERS	JSF	04/01/24	LCS	LCS
1	REROUTE	JSF	02/18/24	LCS	LCS
0	ISSUED	JMG	01/15/24	JSF	LCS

PP05 PIPELINE REPLACEMENT			
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS SUSAN BUSSEY & GENITA M. CUSACK			
OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY JMG	CHK'D BY JSF	OK-OK-049.000	
SCALE NTS	APP'D BY LCS	REVISION 2	SHEET 2 OF 2
PROJECT NO. 025492-0010		DATE 01/04/24	



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

CV-2024-1336
Bonner
FILED IN DISTRICT COURT
OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC,

Plaintiff,

v.

MELVA RICH A/K/A MELVA JEAN RICH;

TROY RICH;

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 - 1336
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 Melva Rich a/k/a Melva Jean Rich and Troy Rich, wife and husband, 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 8.03 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 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 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;

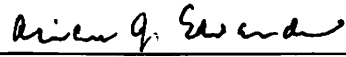
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

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 14th day of May, 2024.

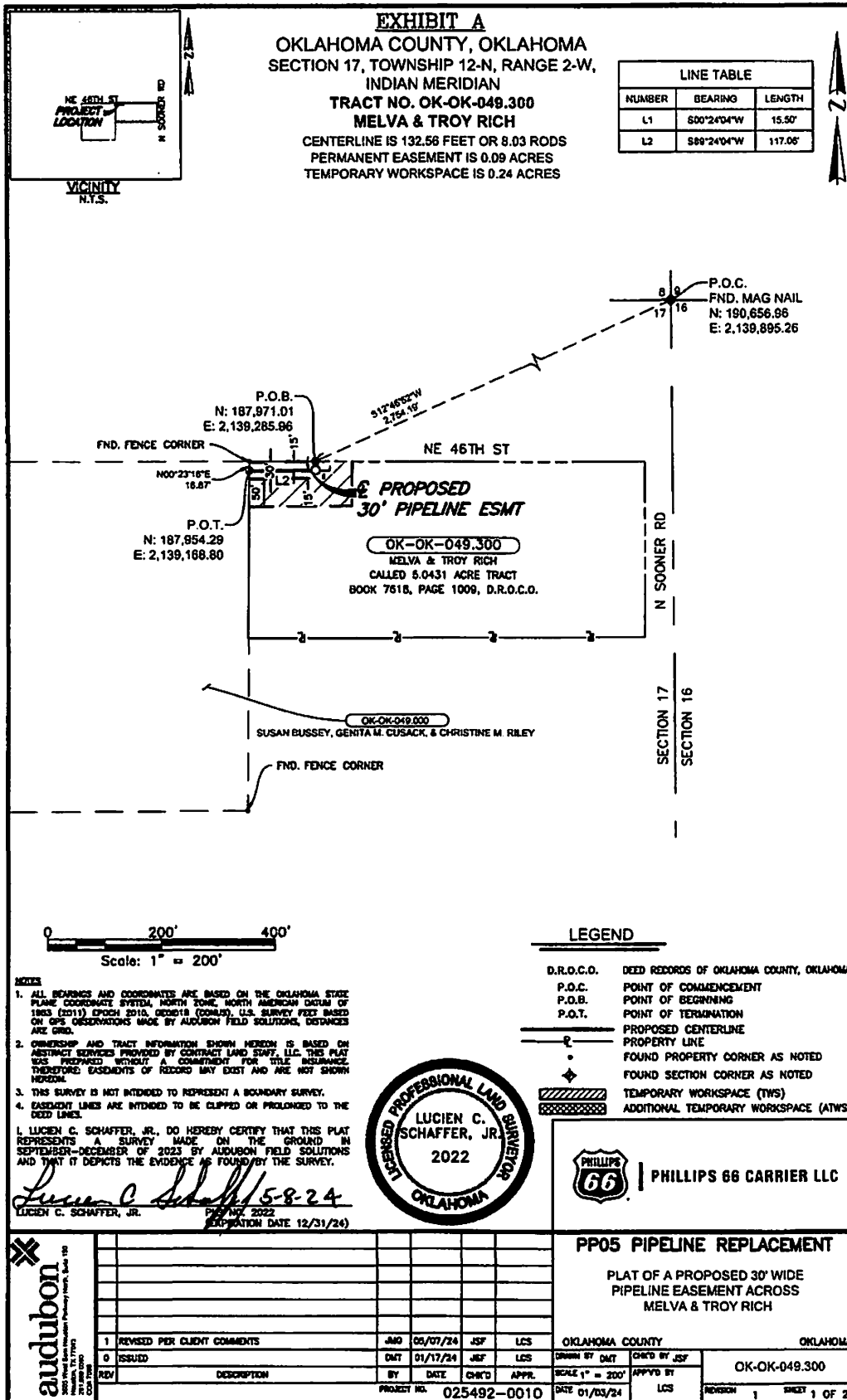
Respectfully submitted,



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
tragsdale@gablelaw.com
skiplinger@gablelaw.com

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

EXHIBIT A



OK-OK-049.300
MELVA & TROY RICH

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 5.0431 ACRE TRACT OF LAND CONVEYED TO MELVA & TROY RICH, AS RECORDED IN BOOK 7618, PAGE 1009, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID CALLED 5.0431 ACRE TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-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 NORTHEAST CORNER OF SAID SECTION 17;

THENCE, SOUTH 12°46'52" WEST, A DISTANCE OF 2,754.19 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NE 46TH ST;

THENCE, SOUTH 00°24'04" WEST, A DISTANCE OF 15.50 FEET TO A POINT;

THENCE, SOUTH 89°24'04" WEST, A DISTANCE OF 117.06 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID CALLED 5.0431 ACRE TRACT, FROM WHICH A FENCE CORNER FOUND AT THE INTERSECTION OF THE WEST LINE OF SAID CALLED 5.0431 ACRE TRACT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID NE 46TH ST, BEARS NORTH 00°23'16" EAST, A DISTANCE OF 16.87 FEET, FOR A TOTAL CENTERLINE LENGTH OF 132.56 FEET OR 8.03 RODS, AND CONTAINING 0.09 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, GCSNAD83 (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 SURVEY, 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.

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. 5-8-24
LUCIEN C. SCHAFER, JR. PLS OK 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
MELVA & TROY RICH



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED PER CLIENT COMMENTS	JMO	05/07/24	JSF	LCS
0	ISSUED	DNT	01/17/24	JSF	LCS

OKLAHOMA COUNTY	OKLAHOMA
DRAWN BY DNT	CHK'D BY JSF
SCALE MTS	APPROV BY
DATE 01/03/24	LCS
REVISION 1	SHEET 2 OF 2

PROJECT NO. 025492-0010

OK-OK-049.300

S:\2024 01-12-56 AM JOSE GONZALEZ S:\VFS\PROJECTS\PHILLIPS\PP05 PIPELINE REPLACEMENT\DRONE-01870_MAPPING\008_PLATS\OK-OK-049.300 MELVA & TROY RICH.DWG

EXHIBIT B

PHILLIPS 66 CARRIER LLC

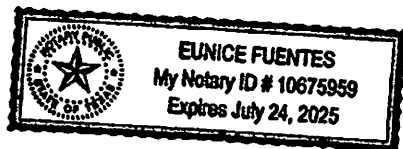
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.

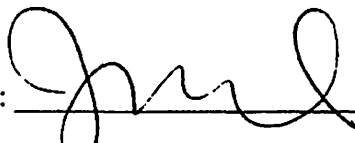



Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

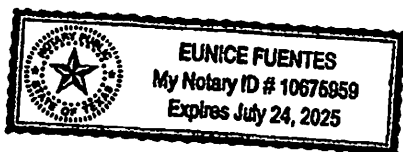
By: 

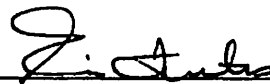
Name: Jonarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025



2024050801059444 B: 15748 P: 226

05/08/2024 10:25:11 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: **April 19, 2024**

Grantor(s): **Genita Cusack and Susan I. Bussey 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: **15 acres of land, more or less, being the E/2 of the E/2 of the SE/4 of the NE/4 (E2 E2 SE4 NE4) and the W/2 of the SE4 of the SE/4 of the NE/4 (W2 SE4 SE4 NE4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated December 6, 1982 from Christine M. Riley, a widow to Christine M. Riley, Genita Cusack and Susan I. Bussey as joint tenants and not as tenants in common with full rights of survivorship, recorded Book 4941, Page 1678, 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, Genita Cusack and Susan I. Bussey 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:

15 acres of land, more or less, being the East Half (E/2) of the East Half (E/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) and the West Half (W/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 17, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated December 6, 1982 from Christine M. Riley, a widow to Christine M. Riley, Genita Cusack and Susan I. Bussey as joint tenants and not as tenants in common with full rights of survivorship, recorded Book 4941, Page 1678, 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. The temporary easement shall terminate two years after the date of commencement of the initial construction of the Facilities on 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.

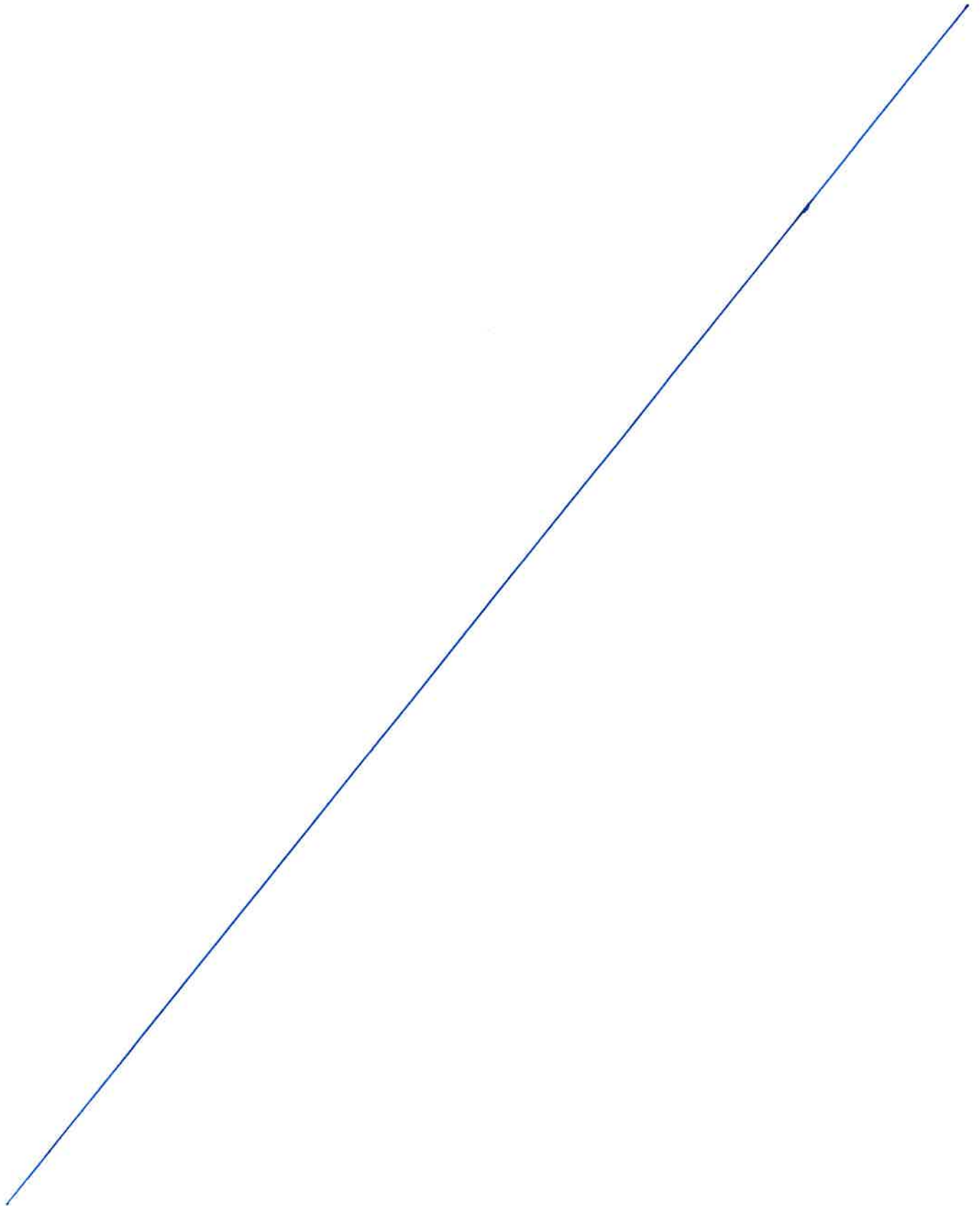
Rights granted under this Agreement shall not alter, impair or modify rights granted to Grantee or its predecessors in interest, if any, under other instruments. Expansion and upgrade of the initially completed Facilities is permitted by this Agreement. Grantee may install larger or smaller replacement 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 18th day of APRIL, 2024 (the "Effective Date").



GRANTOR

Susan I. Bussey
Susan I. Bussey

Genita M. Cusack
Genita M. Cusack

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

On this 19th day of APRIL, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Susan I. Bussey 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.



CHRISTOPHER BECKETT
NOTARY PUBLIC

My commission expires: 07-30-2027

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF CLEVELAND §

On this 19th day of APRIL, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Genita M. Cusack 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.

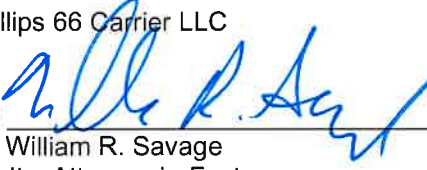


CHRISTOPHER BECKETT
NOTARY PUBLIC

My commission expires: 07-30-2027

GRANTEE

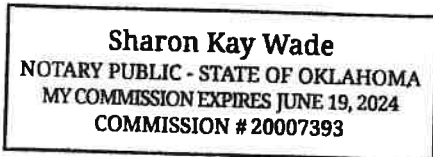
Phillips 66 Carrier LLC

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

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 6th 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.




NOTARY PUBLIC

My commission expires: 6-19-24

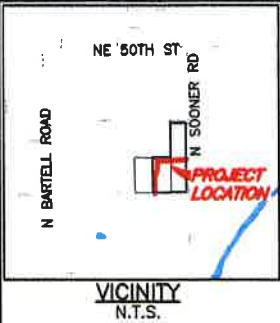
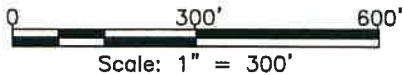
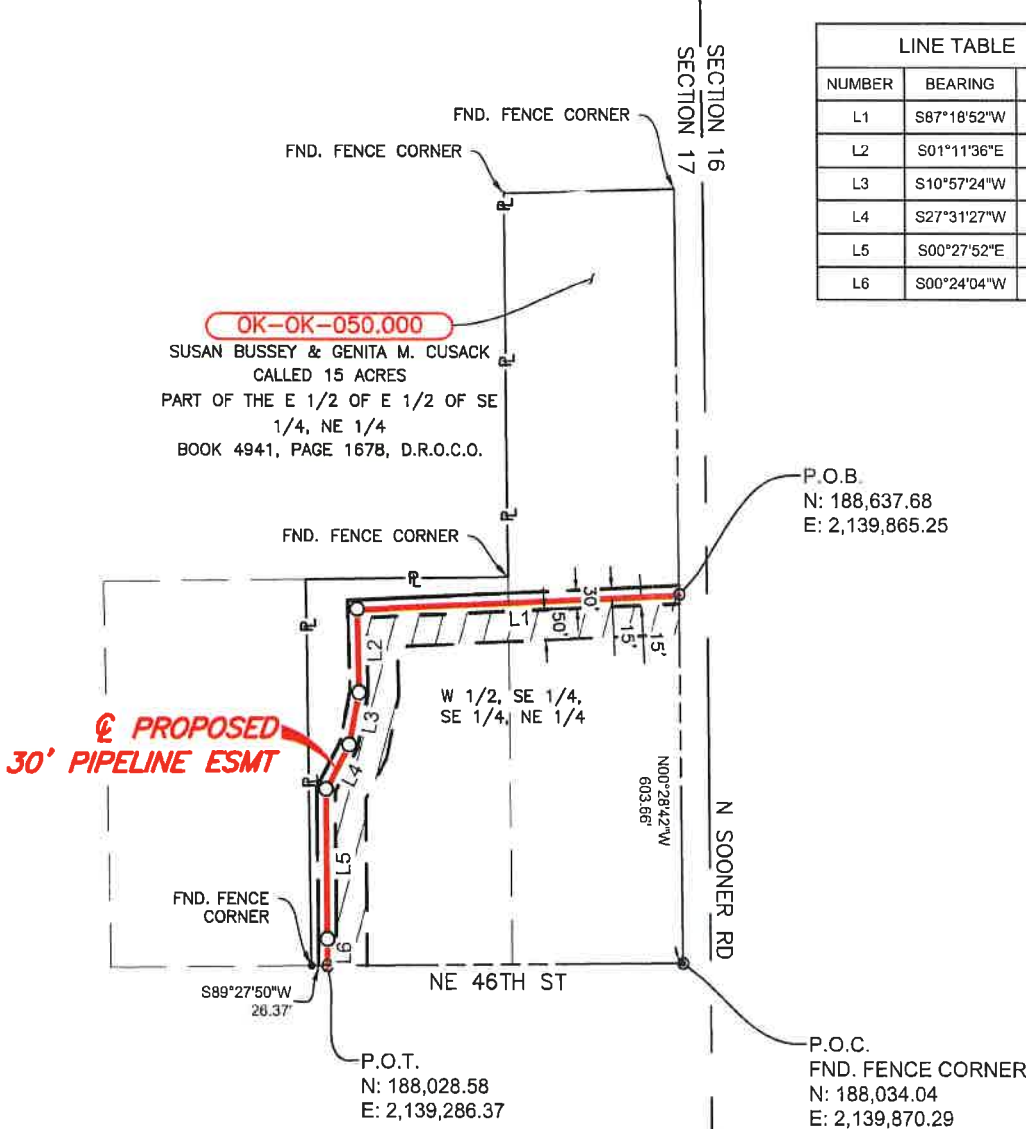


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 17, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-050.000
SUSAN BUSSEY & GENITA M. CUSACK
CENTERLINE IS 1,124.75 FEET OR 68.17 RODS
PERMANENT EASEMENT IS 0.77 ACRES
TEMPORARY WORKSPACE IS 1.20 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S87°18'52"W	529.54
L2	S01°11'36"E	137.11
L3	S10°57'24"W	86.84
L4	S27°31'27"W	82.14
L5	S00°27'52"E	245.40
L6	S00°24'04"W	43.72



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.
1. 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 4-1-24
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
SUSAN BUSSEY & GENITA M. CUSACK

OKLAHOMA COUNTY OKLAHOMA

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
2	UPDATED OWNERS	JSF	04/01/24	LCS	LCS
1	REVISED ROUTE	JMG	03/28/24	JSF	LCS
0	ISSUED	DMT	01/17/24	JSF	LCS

DRAWN BY DMT	CHK'D BY JSF	OK-OK-050.000
DATE 01/03/24	APPR'D BY LCS	REVISION 2 SHEET 1 OF 2



OK-OK-050.000
SUSAN BUSSEY & GENITA M. CUSACK

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A CALLED 15 ACRE TRACT OF LAND CONVEYED TO SUSAN BUSSEY & GENITA M. CUSACK, AS RECORDED IN BOOK 4941, PAGE 1678, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID 15 ACRE TRACT BEING PART OF THE SE 1/4 OF THE NE 1/4 SITUATED IN SECTION 17, TOWNSHIP 12-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 RIGHT-OF-WAY LINE OF THE NE 46TH STREET WITH THE WEST RIGHT-OF-WAY LINE OF N. SOONER RD.;

THENCE, NORTH 00°28'42" WEST, A DISTANCE OF 603.66 FEET TO THE POINT OF BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF SAID N. SOONER RD.;

THENCE, SOUTH 87°18'52" WEST, A DISTANCE OF 529.54 FEET TO A POINT;

THENCE, SOUTH 01°11'36" EAST, A DISTANCE OF 137.11 FEET TO A POINT;

THENCE, SOUTH 10°57'24" WEST, A DISTANCE OF 86.84 FEET TO A POINT;

THENCE, SOUTH 27°31'27" WEST, A DISTANCE OF 82.14 FEET TO A POINT;

THENCE, SOUTH 00°27'52" EAST, A DISTANCE OF 245.40 FEET TO A POINT;

THENCE, SOUTH 00°24'04" WEST, A DISTANCE OF 43.72 FEET TO THE POINT OF TERMINATION ON THE NORTH RIGHT-OF-WAY LINE OF NE 46TH ST., FROM WHICH A FENCE CORNER FOUND AT THE INTERSECTION OF THE MOST SOUTHERLY WEST LINE OF SAID CALLED 15 ACRE TRACT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID NE 46TH ST., BEARS SOUTH 89°27'50" WEST, A DISTANCE OF 26.37 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,124.75 FEET OR 68.17 RODS, AND CONTAINING 0.77 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.20 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 4-1-24
LUCIEN C. SCHAFER, JR. PLS. NO. 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
2	UPDATED OWNERS	JSF	04/01/24	LCS	LCS
1	REVISED ROUTE	JMG	03/26/24	JSF	LCS
0	ISSUED	DMT	01/17/24	JSF	LCS

PP05 PIPELINE REPLACEMENT			
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS SUSAN BUSSEY & GENITA M. CUSACK			
OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE NTS		APPR'D BY	
DATE 01/03/24		LCS	
PROJECT NO. 025492-0010		OK-OK-050.000	
REVISION 2		SHEET 2 OF 2	

2024013101012390 B: 15662 P: 625

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): **Joe Lee Barker, Sr., Trustee of the Paul T. Barker Irrevocable Trust B and Joe Lee Barker, Sr., Trustee of the Charlotte C. Barker Revocable Trust 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 a part of the NW/4 of Section 16, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Correction Quit Claim Deed dated June 22, 2017 from Terry L. Barker, one and the same person as Terry Lee Barker, Individually and as trustee of the Paul T. Barker Revocable Trust Agreement dated April 11, 1990 to Terry L. Barker, Trustee of the Paul T. Barker Irrevocable Trust B, recorded in Book 13473, Page 859, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

17/40

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, Joe Lee Barker, Sr., Trustee of the Paul T. Barker Irrevocable Trust B and Joe Lee Barker, Sr., Trustee of the Charlotte C. Barker 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 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 NW/4 of Section 16, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Correction Quit Claim Deed dated June 22, 2017 from Terry L. Barker, one and the same person as Terry Lee Barker, Individually and as trustee of the Paul T. Barker Revocable Trust Agreement dated April 11, 1990 to Terry L. Barker, Trustee of the Paul T. Barker Irrevocable Trust B, recorded in Book 13473, Page 859, 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 16th day of January, 2024 (the "Effective Date").

GRANTOR

Joe Lee Barker, Sr., Trustee of the Paul T. Barker Irrevocable Trust B and Joe Lee Barker, Sr., Trustee of the Charlotte C. Barker Revocable Trust

Joe Lee Barker Sr
Joe Lee Barker, Sr., Trustee

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF oklahoma §

On this 16th day of January, 2024, before me Tate Walker, the undersigned officer, personally appeared Joe Lee Barker, Sr., 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 Trustee of the Paul T. Barker Irrevocable Trust B and of the Charlotte C. Barker Revocable Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the Easement.



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

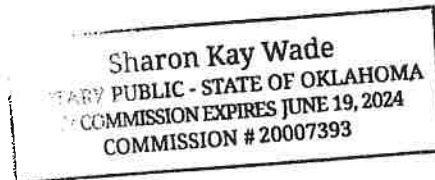
NOTARY ACKNOWLEDGMENT

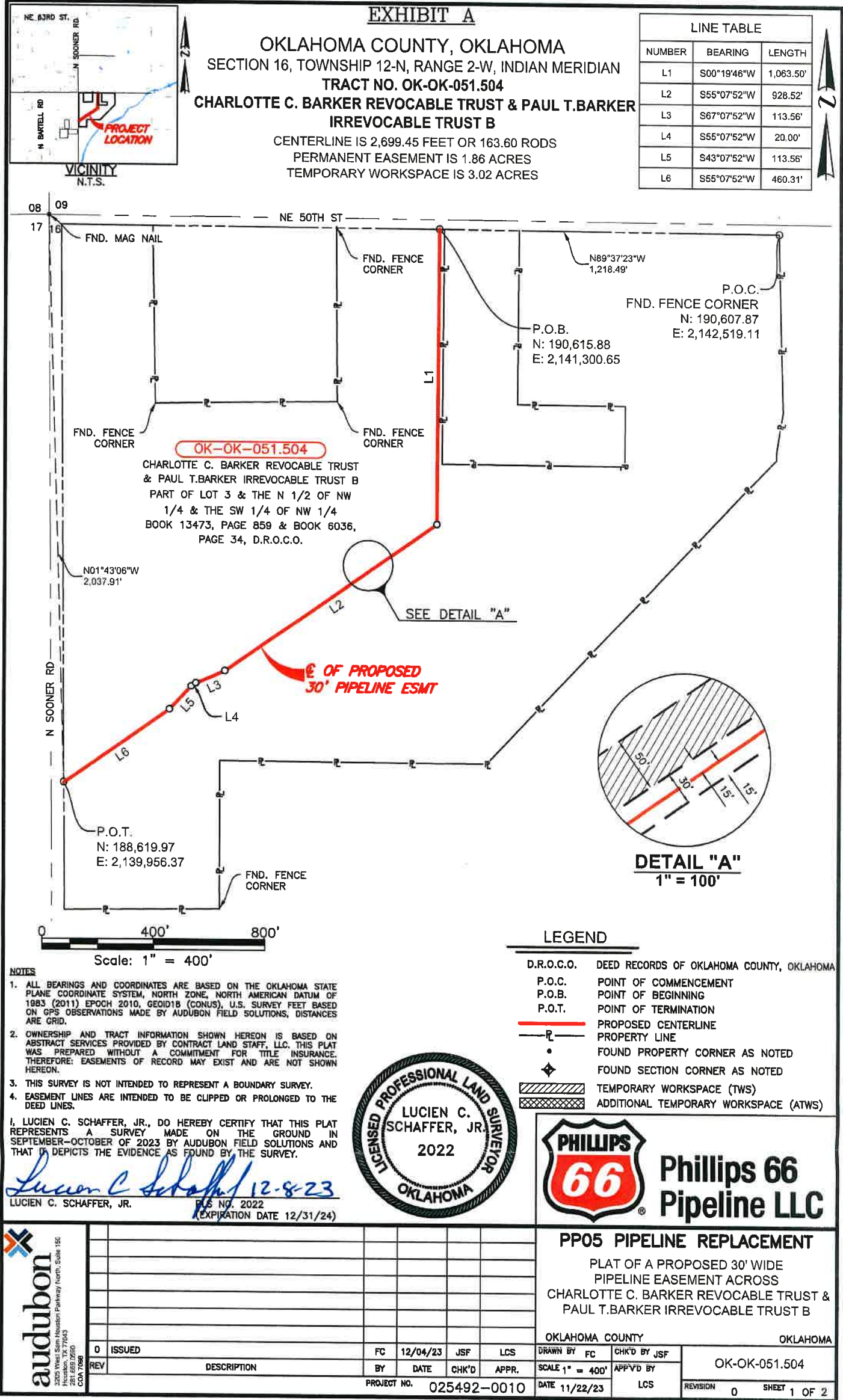
STATE OF OKLAHOMA §
COUNTY OF WASHINGTON §

On this 25th 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





12.7.2023 11:38:18 AM MARIA JIMENEZ \\AUDUBON-ENGINEERING.COM\SHARED\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\B70_MAPPING\008_PLATS\OK-OK-051.504 PAUL T.BARKER IRREVOCABLE TRUST B.DWG

OK-OK-051.504
CHARLOTTE C. BARKER REVOCABLE TRUST & PAUL T.BARKER
IRREVOCABLE TRUST B

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND AS RECORDED IN BOOK 13473, PAGE 859, AND BOOK 6036, PAGE 34, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING PART OF LOT 3 & THE N 1/4 OF NW 1/4 & THE SW 1/4 OF NW 1/4 IN SECTION 16, TOWNSHIP 12-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 AN EAST LINE OF SAID BARKER TRACT WITH THE SOUTH ROW LINE OF NE 50TH ST;

THENCE, NORTH 89°37'23" WEST, A DISTANCE OF 1,218.49 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF NE 50TH ST;

THENCE, SOUTH 00°19'46" WEST, A DISTANCE OF 1,063.50 FEET TO A POINT;

THENCE, SOUTH 55°07'52" WEST, A DISTANCE OF 928.52 FEET TO A POINT;

THENCE, SOUTH 67°07'52" WEST, A DISTANCE OF 113.56 FEET TO A POINT;

THENCE, SOUTH 55°07'52" WEST, A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, SOUTH 43°07'52" WEST, A DISTANCE OF 113.56 FEET TO A POINT;

THENCE, SOUTH 55°07'52" WEST, A DISTANCE OF 460.31 FEET TO A POINT OF TERMINATION ON THE EAST RIGHT OF WAY LINE OF N SOONER RD, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16, BEARS NORTH 01°43'06" WEST, A DISTANCE OF 2,037.91 FEET, FOR A TOTAL CENTERLINE LENGTH OF 2,699.45 FEET OR 163.60 RODS, AND CONTAINING 1.86 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 3.02 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-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C. Schaffer 12-8-23
LUCIEN C. SCHAFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)



Phillips 66
Pipeline LLC

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
CHARLOTTE C. BARKER REVOCABLE TRUST &
PAUL T.BARKER IRREVOCABLE TRUST B

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY	FC	CHK'D BY	JSF	SCALE	NTS	APP'D BY	LCS	OK-OK-051.504
DATE	11/22/23	REVISION	0	SHEET	2 OF 2			



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	FC	12/04/23	JSF	LCS
PROJECT NO. 025492-0010					

12/7/2023 11:40:55 AM MARIA JIMENEZ \AUDUBON-ENGINEERING.COM\SHARED\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870_MAPPING\008_PLATS\OK-OK-051.504 PAUL T.BARKER IRREVOCABLE TRUST B.DWG



CV-2024-1362
Timmons

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC,)
)
Plaintiff,)
)
v.)
)
RHONDA SMITH;)
)
B.E. WRIGHT, DECEASED, AND HIS UNKNOWN)
HEIRS, EXECUTORS, ADMINISTRATORS,)
DEVISEES, TRUSTEES, SUCCESSORS AND)
ASSIGNS, IMMEDIATE AND REMOTE;)
)
PHYLLIS GENE WRIGHT A/K/A PHYLLIS GENE)
WRIGHT CHEESMAN;)
)
SAM F. CHEESMAN;)
)
BEN ALLEN WRIGHT;)
)
PEPPERS REFINING COMPANY AND ITS)
UNKNOWN SUCCESSORS AND ASSIGNS;)
)
BOARD OF COUNTY COMMISSIONERS OF THE)
COUNTY OF OKLAHOMA; and)
)
TREASURER OF OKLAHOMA COUNTY,)
)
Defendants.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAY 16 2024

RICK WARREN
COURT CLERK

41

CV - 2024 - 1362
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 Rhonda Smith, 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, Defendant B.E. Wright, Deceased, may have claimed some right, title or interest in and to the Property. Plaintiff has been unable to locate any probate documents filed for this Defendant. As a result, he may have heirs, executors, administrators, devisees, trustees, successors and assigns, immediate and remote, that are unknown to Plaintiff.

4. Upon information and belief, Defendant Phyllis Gene Wright a/k/a Phyllis Gene Wright Cheesman may claim some right, title or interest in and to the Property as a potential heir of B.E. Wright, Deceased.

5. Upon information and belief, Defendant Sam Cheesman may claim some right, title or interest in and to the Property as the husband of Phyllis Gene Wright Cheesman.

6. Upon information and belief, Defendant Ben Allen Wright may claim some right, title or interest in and to the Property as a potential heir of B.E. Wright, Deceased.

7. Upon information and belief, Defendant Peppers Refining Company, an Oklahoma corporation, may claim some right, title or interest in and to the Property pursuant to a Right-of-Way Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 5817, Page 1104. Peppers Refining Company may have unknown successors and assigns who claim some right, title or interest in and to the Property.

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

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

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

11. 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.

12. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 87.56 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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;

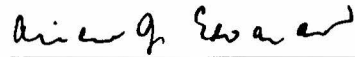
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

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 15th day of May, 2024.

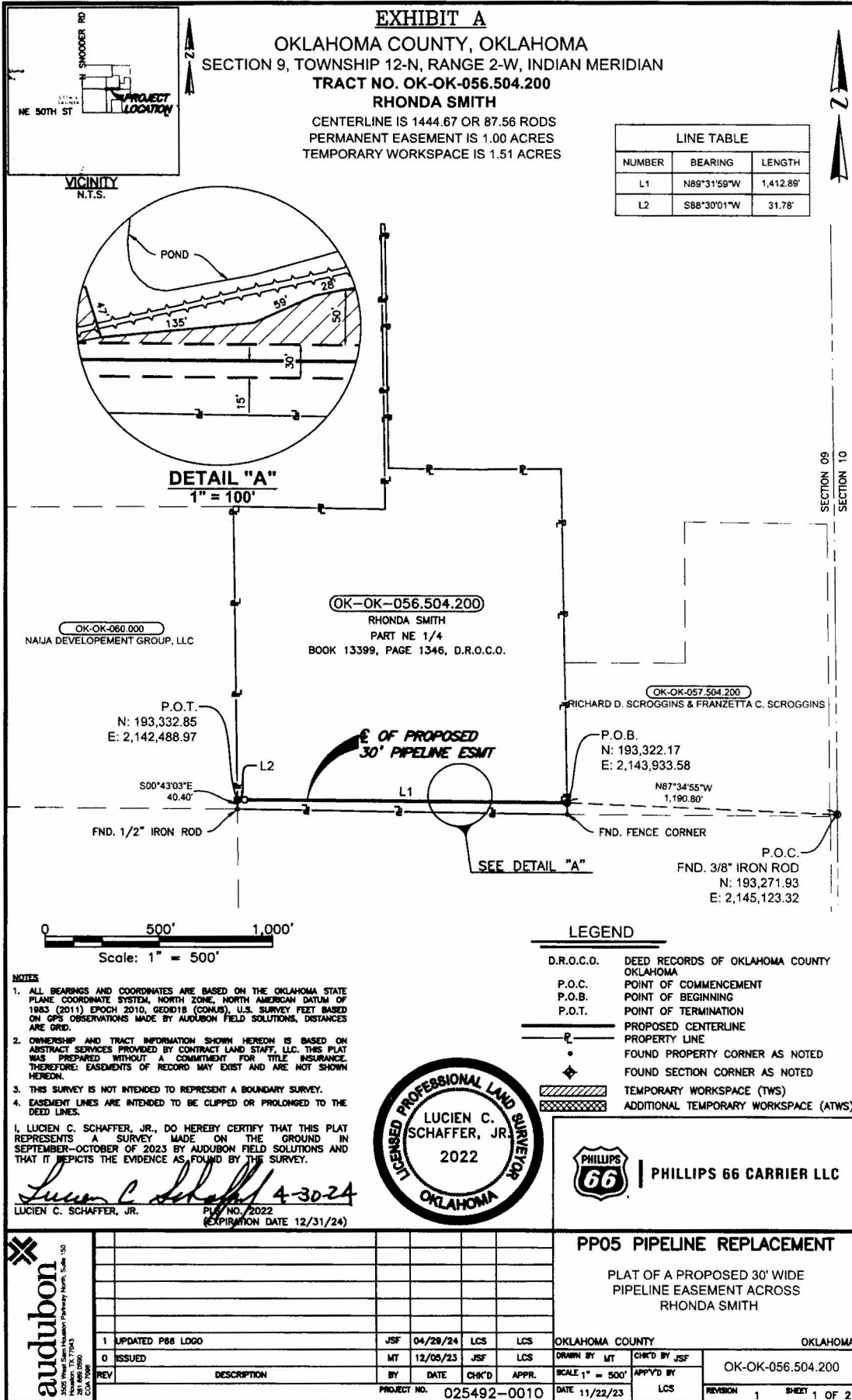
Respectfully submitted,



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
tragsdale@gablelaw.com
skiplinger@gablelaw.com

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

EXHIBIT A



4-29-2024 6:16:29 PM JACOB FISHER\\SALFES\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870_MAPPING\008_PLATS\OK-OK-056.504.200 RHONDA SMITH.DWG

OK-OK-056.504.200
RHONDA SMITH

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND RECORDED IN BOOK 13399, PAGE 1346, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING PART NE 1/4 IN SECTION 9, TOWNSHIP 12-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 EAST QUARTER CORNER OF SAID SECTION 9;

THENCE, NORTH 87°34'55" WEST, A DISTANCE OF 1,190.80 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF SAID TRACT;

THENCE, NORTH 89°31'59" WEST, A DISTANCE OF 1,412.89 FEET TO A POINT;

THENCE, SOUTH 88°30'01" WEST, A DISTANCE OF 31.78 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID TRACT, BEARS SOUTH 00°43'03" EAST, A DISTANCE OF 40.40 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,444.67 FEET OR 87.56 RODS, AND CONTAINING 1.00 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.51 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, GEDD18 (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 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



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	UPDATED P66 LOGO	JSF	04/29/24	LCS	LCS
0	ISSUED	MT	12/05/23	JSF	LCS

PP05 PIPELINE REPLACEMENT	
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS RHONDA SMITH	
OKLAHOMA COUNTY	OKLAHOMA
DRAWN BY MT	CHK'D BY JSF
SCALE NTS	APPR'D BY
DATE 11/22/23	LCS
PROJECT NO. 025492-0010	REVISION 1 SHEET 2 OF 2

4.29.2024 6:16:30 PM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870_MAPPING\008_PLATS\OK-OK-056.504.200 RHONDA SMITH.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.

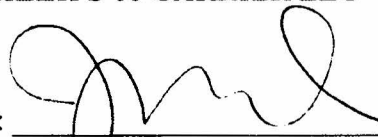
2. The plat attached hereto shows in detail the points within the State of Oklahoma between which, and the route along which, the proposed pipeline is to be constructed and the location of all now known or planned pumping stations, gate valves, check valves and connections and appliances of all kinds 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

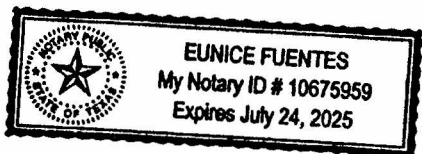
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

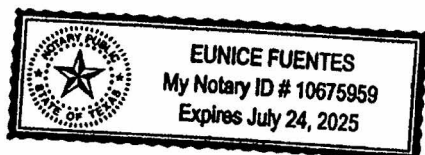
By: 

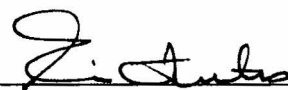
Name: Jonarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

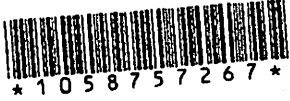
Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025



**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

PHILLIPS 66 CARRIER LLC,
Plaintiff,
v.
RICHARD D. SCROGGINS;
FRANZETTA C. SCROGGINS;
B.E. WRIGHT, DECEASED, AND HIS UNKNOWN
HEIRS, EXECUTORS, ADMINISTRATORS,
DEVISEES, TRUSTEES, SUCCESSORS AND
ASSIGNS, IMMEDIATE AND REMOTE;
PHYLLIS GENE WRIGHT A/K/A PHYLLIS GENE
WRIGHT CHEESMAN;
SAM F. CHEESMAN;
BEN ALLEN WRIGHT;
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

41 ~~CONFIDENTIAL~~

Case No. **CV - 2024 - 1363**

PETITION FOR CONDEMNATION

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 Richard D. Scroggins and Franzetta C. Scroggins, 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 B.E. Wright, Deceased, may have claimed some right, title or interest in and to the Property. Plaintiff has been unable to obtain any probate documents filed for this Defendant. As a result, he may have heirs, executors, administrators, devisees, trustees, successors and assigns, immediate and remote, that are unknown to Plaintiff.

4. Upon information and belief, Defendant Phyllis Gene Wright a/k/a Phyllis Gene Wright Cheesman may claim some right, title or interest in and to the Property as a potential heir of B.E. Wright, Deceased.

5. Upon information and belief, Defendant Sam Cheesman may claim some right, title or interest in and to the Property as the husband of Phyllis Gene Wright Cheesman.

6. Upon information and belief, Defendant Ben Allen Wright may claim some right, title or interest in and to the Property as a potential heir of B.E. Wright, Deceased.

7. Upon information and belief, Defendant Mercury Oil Refining Company may claim some right, title or interest in and to the Property pursuant to a Right of Way Grant filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 1320, Page 380.

Mercury Oil Refining Company may have unknown successors and assigns who claim some right, title or interest in and to the Property.

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

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

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

11. 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.

12. Based on the survey for the pipeline across the Property, the pipeline extends a total distance of 70.08 rods across the Property, as shown on the plat attached hereto as Exhibit A and incorporated by reference herein.

13. 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.

14. 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.

15. During the initial construction and installation of the Facilities, it is necessary that Plaintiff have temporary workspace of 1.33 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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;

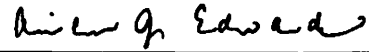
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

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 15th day of May, 2024.

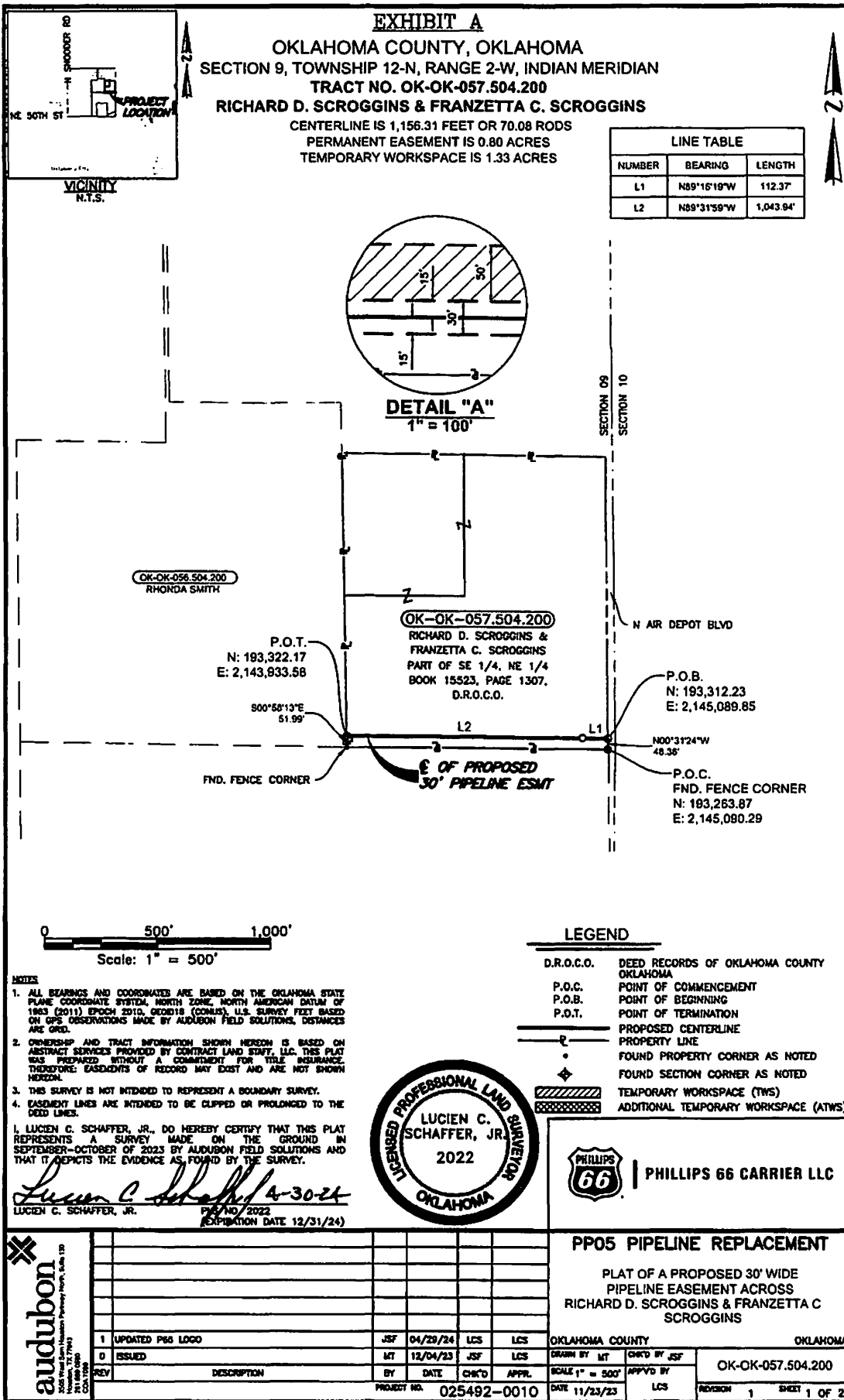
Respectfully submitted,



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
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aedwards@gablelaw.com
tragsdale@gablelaw.com
skiplinger@gablelaw.com

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

EXHIBIT A



4.23.2024 6:02:51 PM JACOB FISHER S:\FS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-C\070_MAPPING\008_PLATS\OK-OK-057.504.200 RICHARD D. SCROGGINS & FRANZETTA C. SCROGGINS.DWG

OK-OK-057.504.200
RICHARD D. SCROGGINS & FRANZETTA C. SCROGGINS

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND AS RECORDED IN BOOK 15523, PAGE 1307, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING PART OF THE SE 1/4, OF THE NE-1/4 IN SECTION 9, TOWNSHIP 12-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 SOUTH LINE OF SAID SCROGGINS TRACT AND THE WEST ROW LINE OF N. AIR DEPOT BLVD;

THENCE, NORTH 00°31'24" WEST, A DISTANCE OF 48.36 FEET TO THE POINT OF BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF N AIR DEPOT BLVD;

THENCE, NORTH 89°16'19" WEST, A DISTANCE OF 112.37 FEET TO A POINT;

THENCE, NORTH 89°31'59" WEST, A DISTANCE OF 1,043.94 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 9 TRACT, FROM WHICH A FENCE CORNER FOUND AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 9, BEARS SOUTH 00°58'13" EAST, A DISTANCE OF 51.99 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,156.31 FEET OR 70.08 RODS, AND CONTAINING 0.80 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.33 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, GCSNAD83 (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. 12-30-24
LUCIEN C. SCHAFER, JR. 12/30/2022
EXPIRATION DATE 12/31/24



PHILLIPS 66 CARRIER LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	UPDATED P&S LOGO	JSF	04/29/24	LCS	LCS
0	ISSUED	MT	12/04/23	JSF	LCS

PP05 PIPELINE REPLACEMENT			
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS RICHARD D. SCROGGINS & FRANZETTA C. SCROGGINS			
OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY MT	CHK'D BY JSF	OK-OK-057.504.200	
SCALE NTS	APPR'D BY LCS	REVISION 1	SHEET 2 OF 2
DATE 11/23/23			

4-29-2024 6:02:53 PM JACOB FISHER S:\V\F\PROJECTS\PHILLIPS_66\PIPELINE REPLACEMENT DRONE-0\0170_MAPPING\008_PLATS\OK-OK-057.504.200 RICHARD D. SCROGGINS & FRANZETTA C. SCROGGINS.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)
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,)
INCLUDING 52 O.S. §§ 21-67 AND THE)
CONSTITUTION OF THE STATE OF)
OKLAHOMA)

CAUSE NO. TD-202_____

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

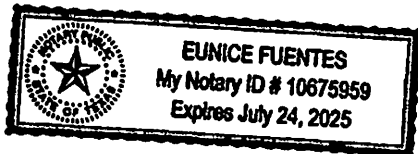
By: _____

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.

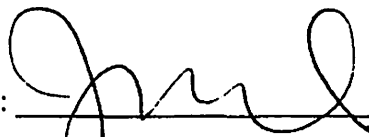


Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

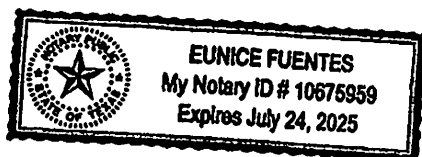
By: 

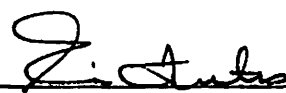
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

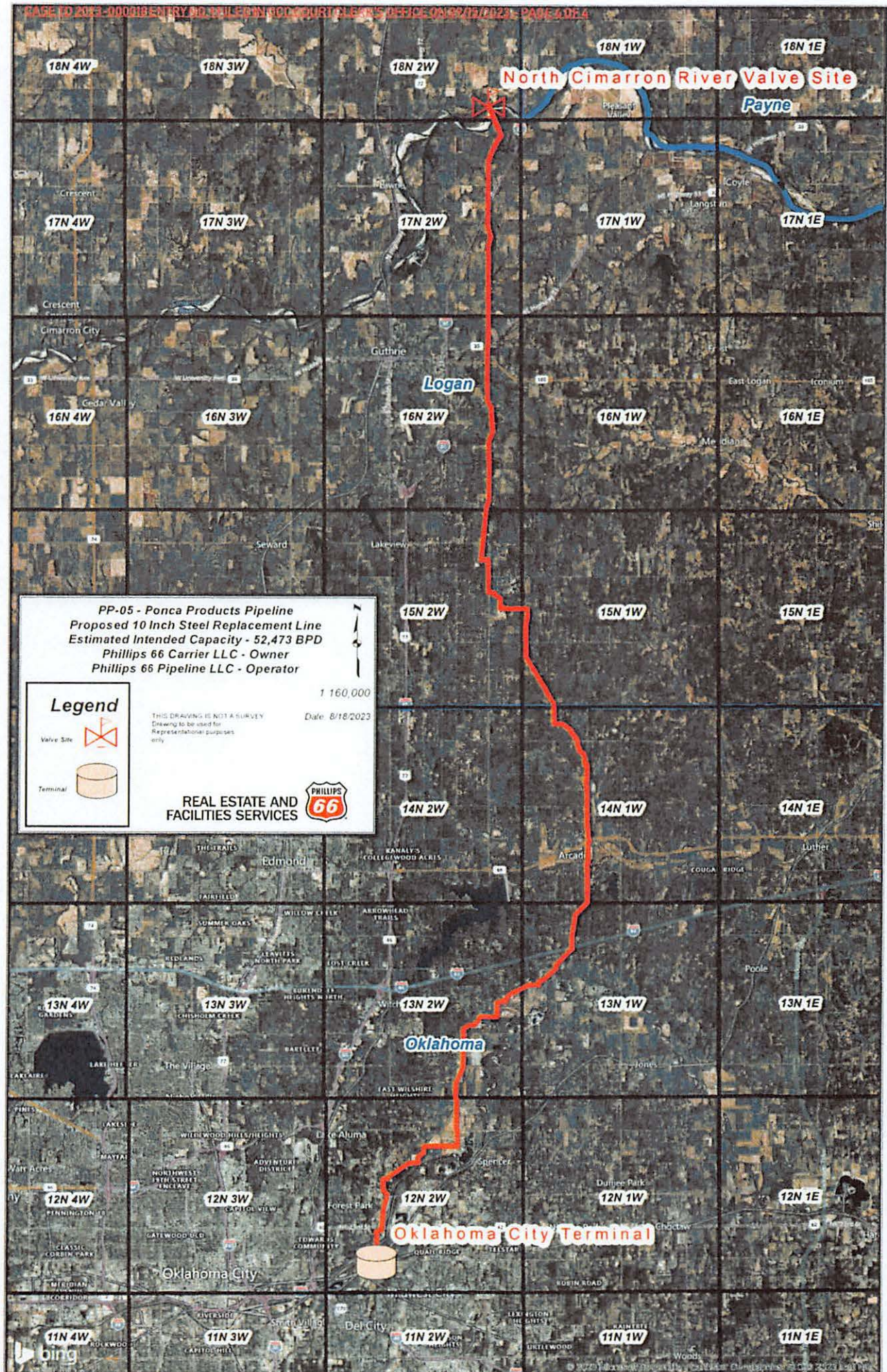
Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025



2024061301076692 B: 15780 P: 1783

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): **Thomas Richard Morren and Debra Jean Green, as Co-Trustee of the Thomas Richard Morren Trust, dated November 28, 1989, of Oklahoma County, Oklahoma**

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

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

Legal Description: **That certain tract of land, situated in the Northeast Quarter (NE/4) of Section 10, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described in a Correction Quit Claim Deed dated April 26, 2021, from Thomas Richard Morren and Debra Jean Green, as Co-Trustee of the Rae Jean Morren Trust, dated November 28, 1989, to Thomas Richard Morren and Debra Jean Green, as Co-Trustees of the Thomas Richard Morren Trust, dated November 28, 1989, recorded in Volume 14734, Page 1361 of the Deed Records of Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

8/22

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, Thomas Richard Morren and Debra Jean Green, as Co-Trustees of the Thomas Richard Morren Trust, dated November 28, 1989, as amended December 19, 2019 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 (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, situated in the Northeast Quarter (NE/4) of Section 10, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described in a Correction Quit Claim Deed dated April 26, 2021, from Thomas Richard Morren and Debra Jean Green, as Co-Trustees of the Rae Jean Morren Trust, dated November 28, 1989, to Thomas Richard Morren and Debra Jean Green, as Co-Trustees of the Thomas Richard Morren Trust, dated November 28, 1989, recorded in Volume 14734, Page 1361 of the Deed Records of 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 7th day of JUNE, 2024 (the "Effective Date").

GRANTOR

Thomas Richard Morren and Debra Jean Green, as
Co-Trustees of the Thomas Richard Morren Trust,
dated November 28, 1989, as amended December
19, 2019

Thomas Richard Morren

Thomas Richard Morren, Co-Trustee

Debra Jean Green

Debra Jean Green, Co-Trustee

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

§
§
§

COUNTY OF OKLAHOMA

On this 7TH day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Thomas Richard Morren, 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 Thomas Richard Morren Trust, dated November 28, 1989, as amended December 19, 2019 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 7TH day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Debra Jean Green, 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 Thomas Richard Morren Trust, dated November 28, 1989, as amended December 19, 2019 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 11th 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: 6-19-28

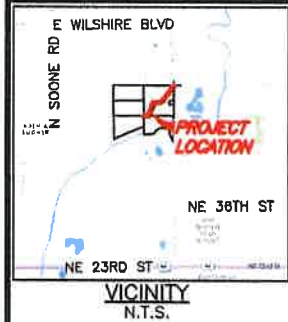
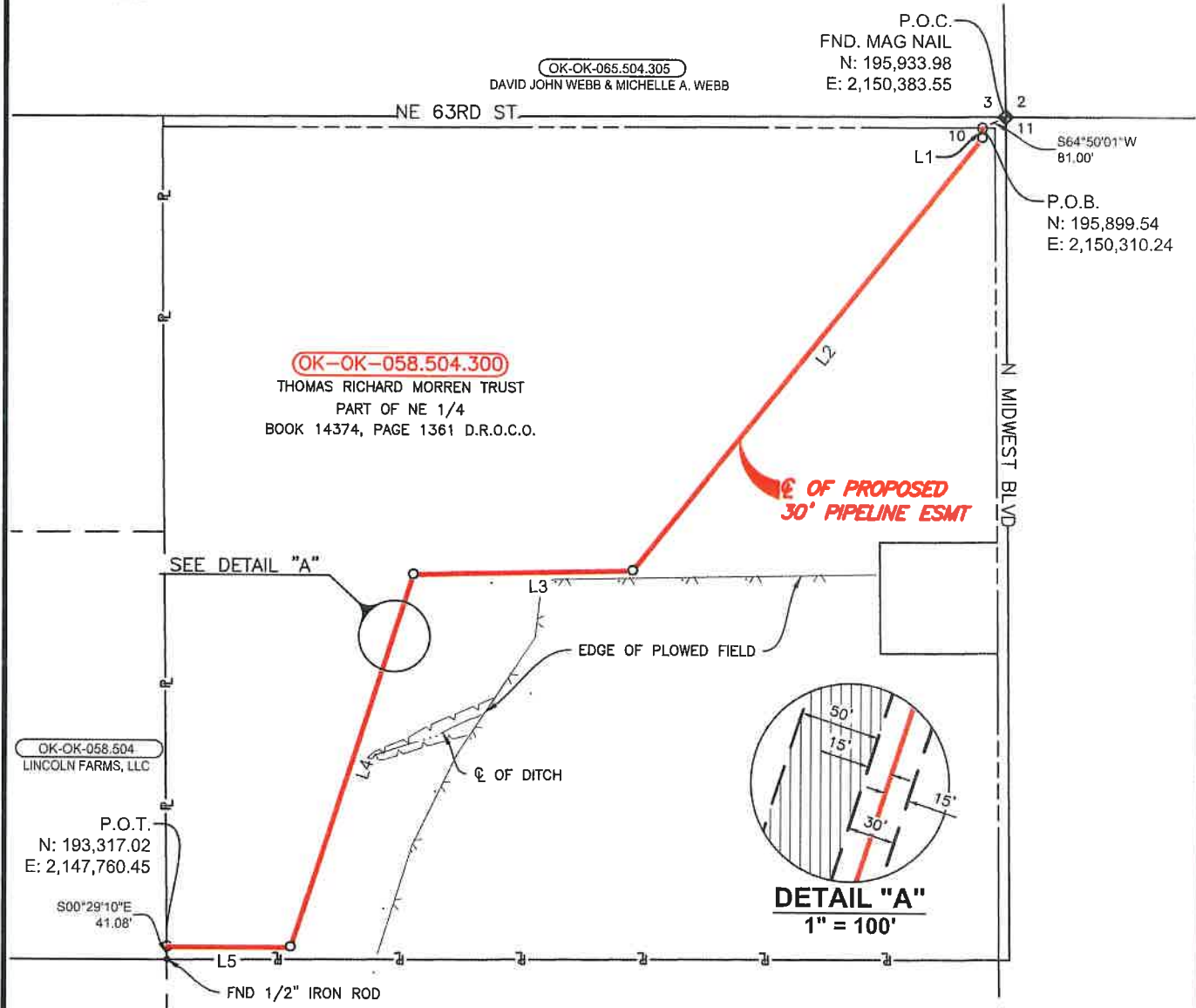


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 10, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-058.504.300
THOMAS RICHARD MORREN TRUST
CENTERLINE IS 4,087.16 FEET OR 247.71 RODS
PERMANENT EASEMENT IS 4.62 ACRES
TEMPORARY WORKSPACE IS 2.82 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S01°00'59"E	30.78
L2	S38°39'22"W	1,748.61
L3	S88°47'35"W	689.77
L4	S18°03'20"W	1,231.02
L5	S89°48'17"W	386.98



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, Jr.
LUCIEN C. SCHAFFER, JR. REG. 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)

LICENSED PROFESSIONAL LAND SURVEYOR
LUCIEN C. SCHAFFER, JR.
2022
OKLAHOMA

PHILLIPS 66 | **PHILLIPS 66 CARRIER LLC**

audubon
3205 West Sam Houston Parkway North, Suite 150
Houston, TX 77043
713.466.8000
COA 7098

1	UPDATED ROUTE & WORKSPACE	JSF	02/08/24	LCS	LCS
0	ISSUED	FC	12/07/23	JSF	LCS
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS THOMAS RICHARD MORREN TRUST

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY FC CHK'D BY JSF
SCALE 1" = 500' APP'D BY LCS
DATE 11/27/23

OK-OK-058.504.300
REVISION 1 SHEET 1 OF 2

PROJECT NO. 025492-0010

2.6.2024 2:36:29 PM JACOB FISHER S:\A\F\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870_MAPPING\008_PLATS\OK-OK-058.504.300 THOMAS RICHARD MORREN TRUST.DWG

OK-OK-058.504.300
THOMAS RICHARD MORREN 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 THOMAS RICHARD MORREN TRUST, AS RECORDED IN BOOK 14374, PAGE 1361, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING PART OF THE NE 1/4 SITUATED IN SECTION 10, TOWNSHIP 12-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 NORTHEAST CORNER OF SAID SECTION 10;

THENCE, SOUTH 64°50'01" WEST, A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING ON THE SOUTH ROW LINE OF NE 63RD STREET;

THENCE, SOUTH 01°00'59" EAST, A DISTANCE OF 30.78 FEET TO A POINT;

THENCE, SOUTH 38°39'22" WEST, A DISTANCE OF 1,748.61 FEET TO A POINT;

THENCE, SOUTH 88°47'35" WEST, A DISTANCE OF 689.77 FEET TO A POINT;

THENCE, SOUTH 18°03'20" WEST, A DISTANCE OF 1,231.02 FEET TO A POINT;

THENCE, SOUTH 89°48'17" WEST, A DISTANCE OF 386.98 FEET TO A POINT OF TERMINATION ON THE WEST LINE OF SAID THOMAS RICHARD MORREN TRUST TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF THOMAS RICHARD MORREN TRUST, BEARS SOUTH 00°29'10"EAST, A DISTANCE OF 41.08 FEET, FOR A TOTAL CENTERLINE LENGTH OF 4,087.16 FEET OR 247.71 RODS, AND CONTAINING 4.62 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 2.82 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. 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 12-6-24
LUCIEN C. SCHAFER, JR. PLS. NO. 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	UPDATED ROUTE & WORKSPACE	JSF	02/06/24	LCS	LCS
0	ISSUED	FC	12/07/23	JSF	LCS

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
THOMAS RICHARD MORREN TRUST

OKLAHOMA COUNTY	OKLAHOMA
DRAWN BY FC	CHK'D BY JSF
SCALE N.T.S.	APP'D BY
DATE 11/27/23	LCS
REVISION 1	SHEET 2 OF 2

PROJECT NO. 025492-0010

OK-OK-058.504.300

2024030101025377 B: 15686 P: 1504

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 21, 2024**

Grantor(s): **Hunter Owen and Makenzie Owen**, 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: **The South Half (S/2) of the Northwest Quarter (NW/4) of Section 10, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated May 30, 2023 from Lincoln Farms, LLC, an Arkansas limited liability company, to Hunter Owen and Makenzie Owen, husband and wife, as joint tenants and not as tenants in common, with right of survivorship, recorded in Book 15622, Page 934, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

2/2

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, Hunter Owen and Makenzie Owen, 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"); and 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 reasonably necessary for the exercise of the rights granted herein at the sole discretion of Grantee (all of the above herein, including the Pipeline, being collectively referred to as "Facilities") for the receipt, transport and delivery of petroleum and hydrocarbons, including but not limited to related manufactured products, refined petroleum products and commercial products, over, through, upon, under and across the following described lands in Oklahoma County, State of Oklahoma, to wit:

The South Half (S/2) of the Northwest Quarter (NW/4) of Section 10, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated May 30, 2023 from Lincoln Farms, LLC, an Arkansas limited liability company, to Hunter Owen and Makenzie Owen, husband and wife, as joint tenants and not as tenants in common, with right of survivorship, recorded in Book 15622, Page 934, 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. Grantee shall install the Pipeline a minimum of four feet below the currently existing grade of the easement. Following construction of the Facilities, Grantee shall provide Grantor with "as-built" drawings of the Facilities showing their location.

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.

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 reserves the right to cultivate, use and occupy the easement for any purpose that does not interfere with the Facilities or Grantee's use of the easement, provided that 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. Grantee acknowledges and agrees that the Easement granted herein shall be non-exclusive and that Grantor shall have the right to grant easement rights and licenses to third parties over the Property and/or the easement for any purposes that do not interfere with the Facilities or Grantee's use of the easement.

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 and roads 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.

Grantee shall have the right to use Grantor's gates on the Property and to install a gate in each fence along the permanent easement for Grantee's use for the purpose of accessing the easement at all times. Grantee agrees to make reasonable repairs of any damage to Grantor's gates caused by Grantee's use.

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.

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.

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 pipeline, 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.

Grantee's use of the easement and Grantee's construction, maintenance, repair, replacement or modification of the Facilities shall comply with all laws, regulations, rules, orders, statutes, ordinances or permits of any governmental entity in effect on or after the date hereof and applicable to the easement, Grantee's use thereof or the Facilities (collectively, the "Laws"). During the term of the Easement, Grantee shall, at its sole cost and expense, (a) maintain the easement and the Facilities in good order and repair and in compliance with the Laws, and (b) except as otherwise provided herein, promptly repair and restore any damage to the Property, the easement or the facilities of any third party caused by Grantee's use of the easement and the Facilities.

Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Easement, at its sole cost and expense, worker's compensation, commercial general liability, commercial automobile and excess umbrella liability insurance, with coverages and limits at levels customary in the industry for performing work, activities, operations and services similar to those to be performed as described in this Easement. Grantee shall provide Grantor with certificate(s) of insurance showing compliance with this provision before beginning initial construction of the Facilities within the easement.

If, at any time after five (5) years from the date hereof, Grantee should cease to use and maintain the easement and the Facilities for all of the purposes granted herein for a continuous twenty-four (24) month period, this Agreement shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns upon receipt of written notice from Grantor of Grantor's election to so terminate; provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Upon termination of this Agreement, Grantee shall either (a) abandon the underground Facilities and remove all above ground appurtenances on the easement or (b) remove the Facilities. Grantee shall ensure that the Facilities are abandoned in accordance with applicable laws, rules and regulations.

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.

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 21 day of February, 2024 (the "Effective Date").

GRANTOR

Hunter Owen
Hunter Owen

Makenzie Owen
Makenzie Owen

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF Oklahoma §

On this 21st day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared Hunter Owen 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 21st day of February, 2024, before me ERIK WINTER BATES, the undersigned officer, personally appeared Makenzie Owen 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

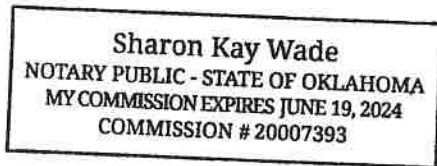
Phillips 66 Carrier LLC

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

NOTARY ACKNOWLEDGMENT

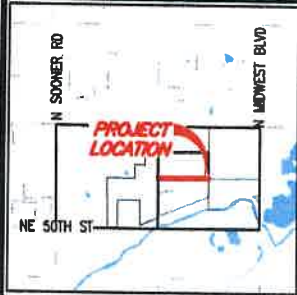
STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 27th 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.




NOTARY PUBLIC

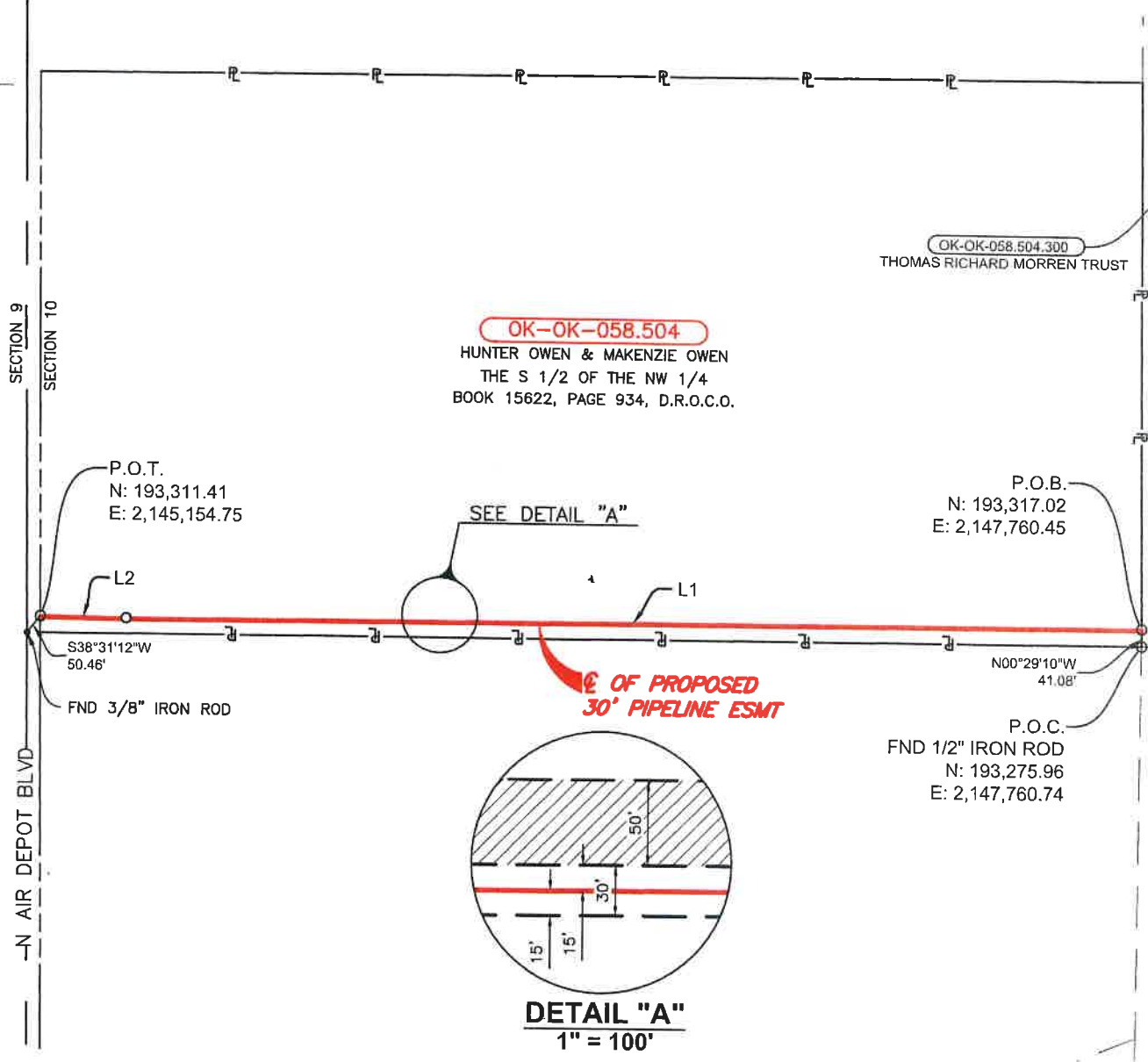
My commission expires: 6-19-24



VICINITY
N.T.S.

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 10, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN
TRACT NO. OK-OK-058.504
HUNTER OWEN & MAKENZIE OWEN
CENTERLINE IS 2605.74 OR 157.92 RODS
PERMANENT EASEMENT IS 1.79 ACRES
TEMPORARY WORKSPACE IS 3.04 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°48'17"W	2,402.97'
L2	N89°16'19"W	202.77'



DETAIL "A"
1" = 100'



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. 12-12-23
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
HUNTER OWEN & MAKENZIE OWEN

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY FC CHK'D BY JSF

SCALE 1" = 400' APP'D BY

DATE 11/23/23 LCS

OK-OK-058.504

REVISION 1 SHEET 1 OF 2

PROJECT NO. 025492-0010



OK-OK-058.504
HUNTER OWEN & MAKENZIE OWEN

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO HUNTER OWEN & MAKENZIE OWEN, AS RECORDED IN BOOK 15622, PAGE 934, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING IN THE S 1/2 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 12-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 SOUTHEAST CORNER OF HUNTER OWEN & MAKENZIE OWEN TRACT;

THENCE, NORTH 00°29'10" WEST, A DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF SAID HUNTER OWEN & MAKENZIE OWEN TRACT;

THENCE, SOUTH 89°48'17" WEST, A DISTANCE OF 2,402.97 FEET TO A POINT;

THENCE, NORTH 89°16'19" WEST, A DISTANCE OF 202.77 FEET TO A POINT OF TERMINATION ON THE EAST ROW LINE OF N AIR DEPOT BLVD, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 10, BEARS SOUTH 38°31'12" WEST, A DISTANCE OF 50.46 FEET, FOR A TOTAL CENTERLINE LENGTH OF 2605.74 OR 157.92 RODS, AND CONTAINING 1.79 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 3.04 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-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C. Schaffer 12-12-23
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
HUNTER OWEN & MAKENZIE OWEN



1	UPDATED OWNER & RECORDING DEED	JMG	12/12/23	JSF	LCS
0	ISSUED	FC	12/07/23	JSF	LCS
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
PROJECT NO. 025492-0010					

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	FC	CHK'D BY	JSF
SCALE	NTS	APP'D BY	LCS
DATE	11/23/23	REVISION	1
SHEET		2 OF 2	

OK-OK-058.504

2024013101012391 B: 15662 P: 632

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): **Joe Lee Barker, Sr., Trustee of the Paul T. Barker Irrevocable Trust B and Joe Lee Barker, Sr., Trustee of the Charlotte C. Barker Revocable Trust 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 Southwest Quarter (SW/4) of Section 9, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described in that certain Correction Quit Claim Deed dated June 6, 2017 from Terry L. Barker, one and the same person as Terry Lee Barker, Individually and as Trustee of the Paul T. Barker Revocable Trust Agreement dated April 11, 1990 to Terry L. Barker, Trustee of the Paul T. Barker Irrevocable Trust B, recorded in Book 13473, Page 859, 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, Joe Lee Barker, Sr., Trustee of the Paul T. Barker Irrevocable Trust B and Joe Lee Barker, Sr., Trustee of the Charlotte C. Barker 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 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 Southwest Quarter (SW/4) of Section 9, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described in that certain Correction Quit Claim Deed dated June 6, 2017 from Terry L. Barker, one and the same person as Terry Lee Barker, Individually and as Trustee of the Paul T. Barker Revocable Trust Agreement dated April 11, 1990 to Terry L. Barker, Trustee of the Paul T. Barker Irrevocable Trust B, recorded in Book 13473, Page 859, 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 16th day of January, 2024 (the "Effective Date").

GRANTOR

Joe Lee Barker, Sr., Trustee of the Paul T. Barker Irrevocable Trust B and Joe Lee Barker, Sr., Trustee of the Charlotte C. Barker Revocable Trust

Joe Lee Barker Sr
Joe Lee Barker, Sr., Trustee

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF Oklahoma §

On this 16th day of January, 2024, before me Tate Walker, the undersigned officer, personally appeared Joe Lee Barker, Sr., 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 Trustee of the Paul T. Barker Irrevocable Trust B and of the Charlotte C. Barker Revocable Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the Easement.



Tate Walker
NOTARY PUBLIC

My commission expires: 09/20/27

GRANTEE

Phillips 66 Carrier LLC

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

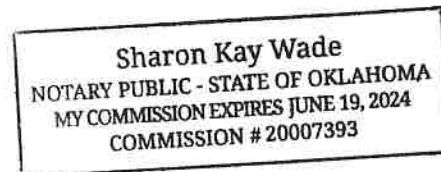
NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 25th 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.


NOTARY PUBLIC

My commission expires: 6-19-24

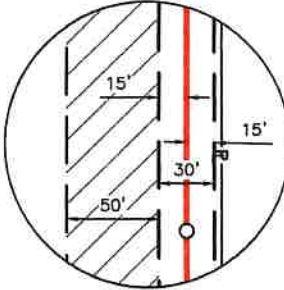




VICINITY
N.T.S.

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 9, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN
TRACT NO. OK-OK-059.000
CHARLOTTE C. BARKER REVOCABLE TRUST & PAUL T. BARKER IRREVOCABLE TRUST B
CENTERLINE IS 3,815.27 FEET OR 231.23 RODS
PERMANENT EASEMENT IS 2.63 ACRES
TEMPORARY WORKSPACE IS 4.38 ACRES

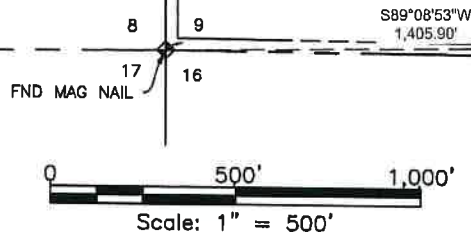
LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°33'22"E	455.99'
L2	S00°34'35"E	493.41'
L3	S00°49'00"E	284.35'
L4	S00°52'51"E	108.94'
L5	S00°54'38"E	139.87'
L6	S12°38'08"W	27.45'
L7	S00°38'08"E	160.00'
L8	S12°38'08"E	27.30'
L9	S00°35'56"E	186.04'
L10	S00°27'24"E	413.63'
L11	S00°51'19"E	246.15'
L12	S01°03'10"W	52.48'
L13	N89°56'50"W	695.32'
L14	N89°34'24"W	282.74'
L15	N89°54'58"W	139.35'
L16	S89°19'46"W	79.84'
L17	S00°19'46"W	22.41'



DETAIL "A"
1" = 100'

OK-OK-059.000
CHARLOTTE C. BARKER REVOCABLE
TRUST & PAUL T. BARKER
IRREVOCABLE TRUST B
THE SW 1/4
BOOK 13473, PAGE 859 & BOOK
6036, PAGE 34, D.R.O.C.O.

**6' OF 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. 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.* 12-8-23
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
Pipeline LLC**

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
CHARLOTTE C. BARKER REVOCABLE TRUST &
PAUL T. BARKER IRREVOCABLE TRUST B

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	MT	CHK'D BY	JSF
SCALE 1" = 500'		APP'VD BY	
DATE 11/27/23		LCS	
PROJECT NO. 025492-0010		OK-OK-059.000	
REVISION		SHEET 1 OF 2	



OK-OK-059.000
CHARLOTTE C. BARKER REVOCABLE TRUST &
PAUL T. BARKER IRREVOCABLE TRUST B

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND, AS RECORDED IN BOOK 13473, PAGE 859 & BOOK 6036, PAGE 34, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING THE SW 1/4 SITUATED IN SECTION 9, TOWNSHIP 12-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 SOUTHWEST 1/4, TRACT;

THENCE, SOUTH 89°44'36" WEST, A DISTANCE OF 18.14 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID SW 1/4 TRACT;

THENCE, SOUTH 00°33'22" EAST, A DISTANCE OF 455.99 FEET TO A POINT;

THENCE, SOUTH 00°34'35" EAST, A DISTANCE OF 493.41 FEET TO A POINT;

THENCE, SOUTH 00°49'00" EAST, A DISTANCE OF 284.35 FEET TO A POINT;

THENCE, SOUTH 00°52'51" EAST, A DISTANCE OF 108.94 FEET TO A POINT;

THENCE, SOUTH 00°54'38" EAST, A DISTANCE OF 139.87 FEET TO A POINT;

THENCE, SOUTH 12°38'08" WEST, A DISTANCE OF 27.45 FEET TO A POINT;

THENCE, SOUTH 00°38'08" EAST, A DISTANCE OF 160.00 FEET TO A POINT;

THENCE, SOUTH 12°38'08" EAST, A DISTANCE OF 27.30 FEET TO A POINT;

THENCE, SOUTH 00°35'56" EAST, A DISTANCE OF 186.04 FEET TO A POINT;

THENCE, SOUTH 00°27'24" EAST, A DISTANCE OF 413.63 FEET TO A POINT;

THENCE, SOUTH 00°51'19" EAST, A DISTANCE OF 246.15 FEET TO A POINT;

THENCE, SOUTH 01°03'10" WEST, A DISTANCE OF 52.48 FEET TO A POINT;

THENCE, NORTH 89°56'50" WEST, A DISTANCE OF 695.32 FEET TO A POINT;

THENCE, NORTH 89°34'24" WEST, A DISTANCE OF 282.74 FEET TO A POINT;

THENCE, NORTH 89°54'58" WEST, A DISTANCE OF 139.35 FEET TO A POINT;

THENCE, SOUTH 89°19'46" WEST, A DISTANCE OF 79.84 FEET TO A POINT;

THENCE, SOUTH 00°19'46" WEST, A DISTANCE OF 22.42 FEET TO A POINT OF TERMINATION ON THE NORTH ROW LINE OF NE 50TH ST., FROM WHICH A MAG NAIL FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 9, BEARS SOUTH 89°08'53" WEST, A DISTANCE OF 1,405.90 FEET, FOR A TOTAL CENTERLINE LENGTH OF 3,815.27 FEET OR 231.23 RODS, AND CONTAINING 2.63 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 4.38 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. 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. 12-8-23
LUCIEN C. SCHAFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)



Phillips 66
Pipeline LLC

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
CHARLOTTE C. BARKER REVOCABLE TRUST &
PAUL T. BARKER IRREVOCABLE TRUST B

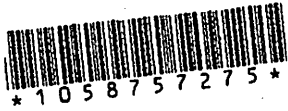
OKLAHOMA COUNTY OKLAHOMA

DRAWN BY	MT	CHK'D BY	JSF	SCALE	NTC	APP'D BY	LCS	OK-OK-059.000
DATE	11/27/23	REVISION	0	SHEET	2	OF	2	



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
0	ISSUED	MT	12/08/23	JSF	LCS

PROJECT NO. 025492-0010



CV-2024-1361
Dishman

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC,

Plaintiff,

v.

NAIJA DEVELOPMENT GROUP, LLC;

CENTURY HEALTHCARE CORPORATION AND
ITS UNKNOWN SUCCESSORS AND ASSIGNS;

CENTURY HEALTHCARE DEVELOPMENT
CORPORATION AND ITS UNKNOWN
SUCCESSORS AND ASSIGNS;

INTERBANK;

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF OKLAHOMA; and

TREASURER OF OKLAHOMA COUNTY,

Defendants.

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAY 16 2024

RICK WARREN
COURT CLERK

41

Case No. **CV - 2024 - 1361**

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 Naija Development Group, 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 Century Healthcare Corporation, an Oklahoma corporation, may claim some right, title or interest in and to the Property pursuant to a Water Line Right-of-Way Easement filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 5347, Page 1461. Century Healthcare Corporation may have unknown successors and assigns who claim some right, title or interest in and to the Property.

4. Upon information and belief, Defendant Century Healthcare Development Corporation, an Oklahoma corporation, may claim some right, title or interest in and to the Property as a successor-in-interest to Century Healthcare Corporation. Century Healthcare Development Corporation may have unknown successors and assigns who claim some right, title or interest in and to the Property.

5. Upon information and belief, Defendant InterBank, a domestic 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 15234, Page 720.

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 3.52 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 0.16 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;

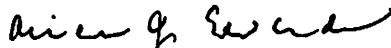
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

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 15th day of May, 2024.

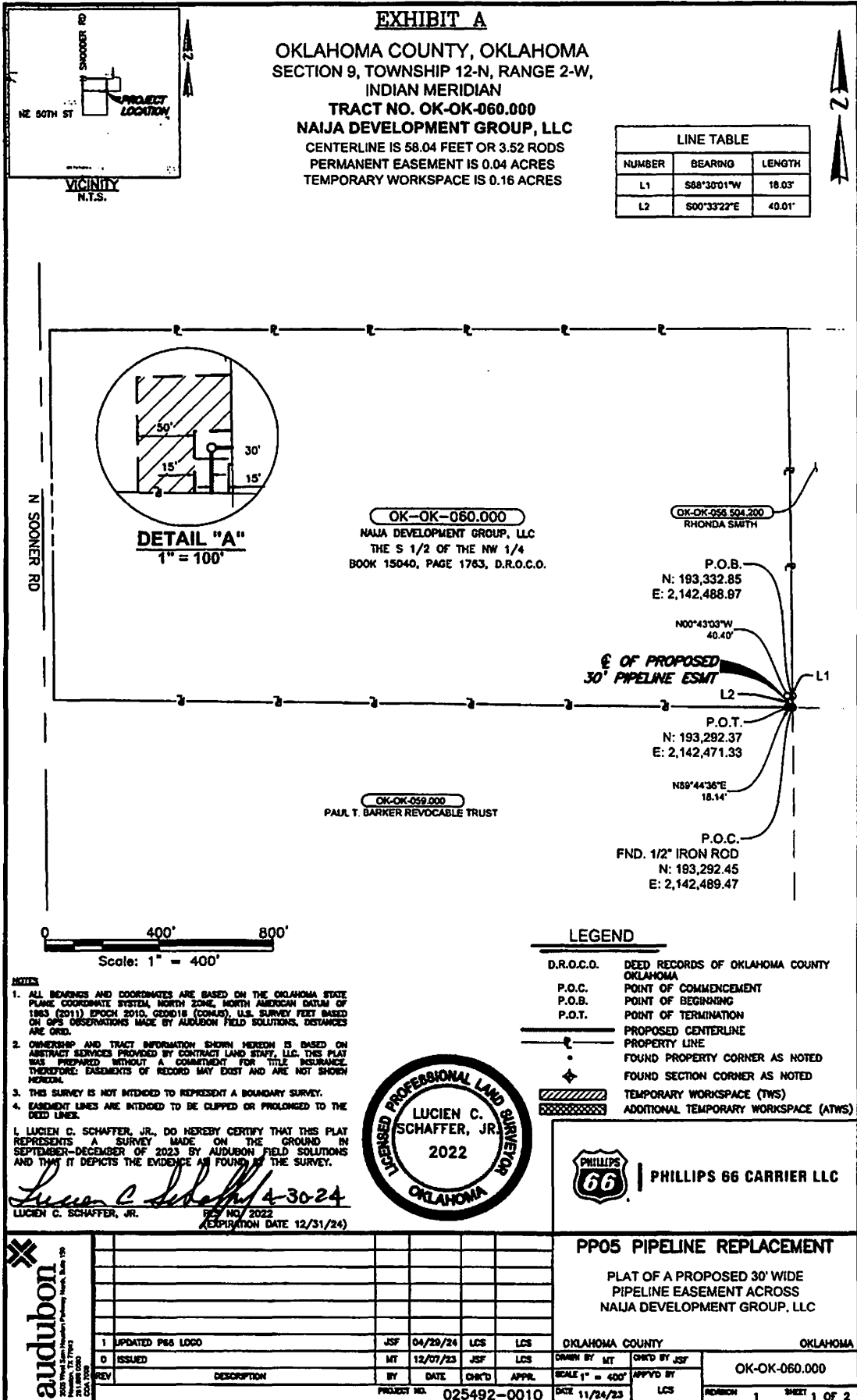
Respectfully submitted,



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
tragsdale@gablelaw.com
skiplinger@gablelaw.com

**ATTORNEYS FOR PHILLIPS 66
CARRIER LLC**

EXHIBIT A



4-30-2024 9:07:16 AM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE REPLACEMENT DRIVE-0\B70_MAPPING\003_PLATS\OK-OK-060.000 NAIJA DEVELOPMENT GROUP, LLC.DWG

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO NAJIA DEVELOPMENT GROUP, LLC AS RECORDED IN BOOK 15040, PAGE 1763, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING THE S 1/2 OF THE NW 1/4 SITUATED IN SECTION 9, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

COMMENCING AT A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID S 1/2 OF THE NW 1/4 OF SECTION 9;

THENCE, SOUTH 88°30'01" WEST, A DISTANCE OF 18.03 FEET TO A POINT;

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.16 ACRES, MORE OR LESS.

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY MT	CHECK BY JSF	OK-OK-060.000	
SCALE NTS	APPROVED BY		
DATE 11/24/23	LCS	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)
PROVISIONS OF 52 O.S. §§ 1 ET SEQ.,)
INCLUDING 52 O.S. §§ 21-67 AND THE)
CONSTITUTION OF THE STATE OF)
OKLAHOMA)

CAUSE NO. TD-202_____

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

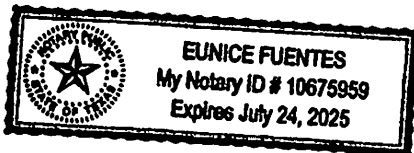
By: _____

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.



Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

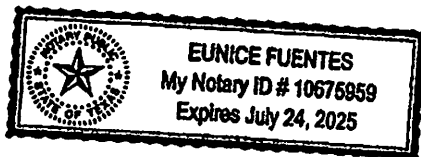
By: 

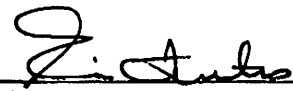
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025



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, David John 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 being a part of the Southeast Quarter (SE/4) of Section 3, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as "Parcel 4" in that certain Joint Tenancy Quit Claim Deed dated December 18, 2009 from Heritage Trust Company, Successor Trustee of the Bill J. Eisenhower Trust dated August 30, 2005 to David John Webb and Michelle A. Webb, husband and wife as joint tenants and not as tenants in common with right of survivorship, recorded in Book 11269, Page 846, 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 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 26th day of JUNE, 2024 (the "Effective Date").

GRANTOR

David John Webb
David John Webb

Michelle A. Webb
Michelle A. Webb

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

§
§
§

On this 26th day of JUNE, 2024, before me CHRISTOPHER BECKETT,
the undersigned officer, personally appeared David John 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 26th 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

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: _____

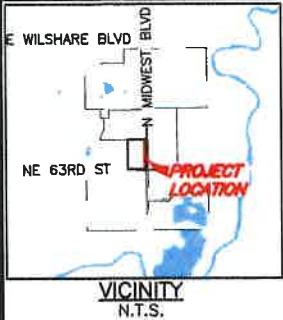
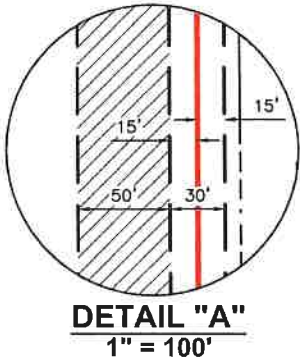


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 3, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-065.504.305
DAVID JOHN WEBB & MICHELLE A. WEBB
CENTERLINE IS 1300.39 FEET OR 78.81 RODS
PERMANENT EASEMENT IS 0.90 ACRES
TEMPORARY WORKSPACE IS 1.49 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°33'27"E	236.79'
L2	S00°04'34"E	970.06'
L3	S12°43'30"W	67.92'
L4	S01°00'59"E	25.62'



OK-OK-065.504.310
DAVID JOHN WEBB & MICHELLE A. WEBB

P.O.B.
N: 197,263.81
E: 2,150,319.99

P.O.C.
FND. PK NAIL
N: 198,589.32
E: 2,150,364.44

OK-OK-065.504.305
DAVID JOHN WEBB & MICHELLE A. WEBB
PARCEL 4
PART OF THE SE 1/4
BOOK 11269, PAGE 846, D.R.O.C.O.

PROPOSED
30' PIPELINE ESMT

OK-OK-058.504.300
THOMAS RICHARD MORREN TRUST

P.O.T.
N: 195,965.10
E: 2,150,309.07

40.36'
FND. 1/2" IRON ROD
FND. MAG NAIL



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 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

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
DAVID JOHN WEBB & MICHELLE A. WEBB

OKLAHOMA COUNTY OKLAHOMA

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	DRAWN BY	CHK'D BY	DATE	SCALE	PROJECT NO.	REVISION	SHEET
0	ISSUED	MJ	02/01/24	JSF	LCS	MJ	JSF	01/31/24	1" = 300'	025492-0010	0	1 OF 2

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO DAVID JOHN WEBB & MICHELLE A. WEBB, AS RECORDED IN BOOK 11269, PAGE 846, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PARCEL 4, PART OF THE SE 1/4 SITUATED IN SECTION 3, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

COMMENCING AT A PK NAIL FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 3;

THENCE, SOUTH 00°33'27" EAST, A DISTANCE OF 236.79 FEET TO A POINT;

THENCE, SOUTH 00°04'34" EAST, A DISTANCE OF 970.06 FEET TO A POINT;

THENCE, SOUTH 12°43'30" WEST, A DISTANCE OF 67.92 FEET TO A POINT;

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

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.

Lucien C Schaffer 2-1-24
LUCIEN C. SCHAFER, JR. FILE NO. 2022
(EXPIRATION DATE 12/31/24)



PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
DAVID JOHN WEBB & MICHELLE A. WEBB

OKLAHOMA

0	ISSUED		MJ	02/01/24	JSF	LCS	OKLAHOMA COUNTY		OKLAHOMA	
REV	DESCRIPTION		BY	DATE	CHK'D	APPR.	SCALE	NTS	APP'Y'D BY	OK-OK-065.504.305
PROJECT NO. 025492-0010						DATE 01/31/24	LCS		REVISION 0 SHEET 2 OF 2	

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, David John 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 being a part of the Southeast Quarter (SE/4) of Section 3, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as "Parcel 3" in that certain Joint Tenancy Quit Claim Deed dated December 18, 2009 from Heritage Trust Company, Successor Trustee of the Bill J. Eisenhower Trust dated August 30, 2005 to David John Webb and Michelle A. Webb, husband and wife as joint tenants and not as tenants in common with right of survivorship, recorded in Book 11269, Page 846, 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 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 26th day of JUNE, 2024 (the "Effective Date").

GRANTOR

David John Webb
David John Webb

Michelle A. Webb
Michelle A. Webb

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

§
§
§

On this 26th day of JUNE, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared David John 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 26th 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

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: _____



BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO DAVID JOHN WEBB & MICHELLE A. WEBB, AS RECORDED IN BOOK 11269, PAGE 846, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PARCEL 3, PART OF THE SE 1/4 IN SECTION 3, TOWNSHIP 12-N, RANGE 2-W, INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA.

COMMENCING AT A PK NAIL FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 3;

THENCE, SOUTH 48°56'28" WEST, A DISTANCE OF 76.05 FEET TO THE **POINT OF BEGINNING** ON THE NORTH LINE OF SAID DAVID JOHN WEBB & MICHELLE A. WEBB TRACT;

THENCE, SOUTH 00°33'27" EAST, A DISTANCE OF 868.21 FEET TO THE **POINT OF TERMINATION** ON THE SOUTH LINE OF SAID DAVID JOHN WEBB & MICHELLE A. WEBB TRACT FROM WHICH A MAG NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 3, BEARS SOUTH 02°44'11" EAST, A DISTANCE OF 1,331.35 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,275.61 FEET OR 77.31 RODS, AND CONTAINING 0.88 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.46 ACRES, MORE OR LESS.

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 12-21-23
LUCIEN C. SCHAFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
DAVID JOHN WEBB & MICHELLE A. WEBB

OKLAHOMA COUNTY

OKLAHOMA

DRAWN BY	AMR	CHK'D BY	JSF
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OK-OK-065.504.310

SCALE	NTS
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VD BY

LCS

REVISION	DESCRIPTION
1	Initial Issue
2	Minor corrections
3	Major revision
4	Final revision

SHEET 2 OF 2

PROJECT NO.	025492-0010
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DATE 12/07/23

REVISION	
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SHEET 2 OF 2



2024021401018632 B: 15674 P: 804

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 2, 2024**

Grantor(s): **The Sammie Lee Flipppo Revocable Trust and Susan Janelle Davis, a single person** 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 a part of the SE/4 of Section 3, T12N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated December 04, 2009 from Heritage Trust Company, Successor Trustee of the Bill Eisenhour Revocable Trust dated August 30, 2005 to The Sammie Lee Flipppo Revocable Trust and Susan Janelle Davis, a single person, recorded in Book 11258, Page 1691, Deed Records, Oklahoma County, Oklahoma, less and except any conveyance 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, The Sammie Lee Flippo Revocable Trust and Susan Janelle Davis, a single 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 SE/4 of Section 3, T12N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated December 04, 2009 from Heritage Trust Company, Successor Trustee of the Bill Eisenhower Revocable Trust dated August 30, 2005 to The Sammie Lee Flippo Revocable Trust and Susan Janelle Davis, a single person, recorded in Book 11258, Page 1691, 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 2ND day of FEBRUARY, 2024 (the "Effective Date").

GRANTOR

The Sammie Lee Flippo Revocable Trust

Sammie Lee Flippo
The Sammie Lee Flippo, Trustee

Susan Janelle Davis
Susan Janelle Davis, a single person

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

On this 2ND day of FEBRUARY, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Sammie Lee Flippo 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 Trustee of the the Sammie Lee Flippo 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 2ND day of FEBRUARY, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Susan Janelle Davis, a single person 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.



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 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



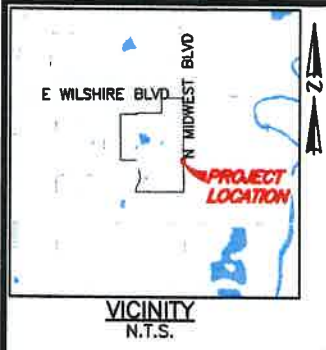
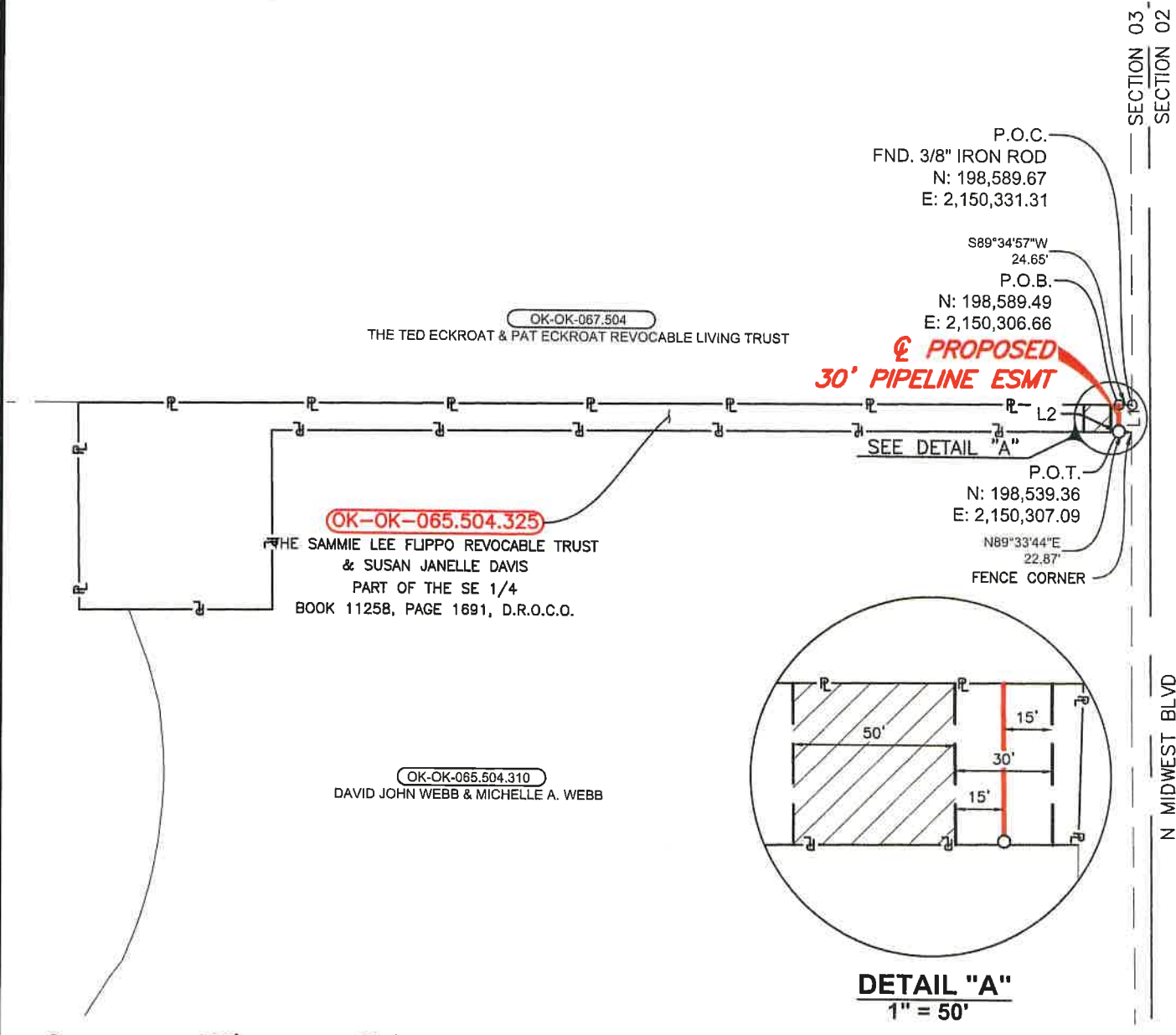


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 3, TOWNSHIP 12-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-065.504.325
THE SAMMIE LEE FLIPPO REVOCABLE
TRUST & SUSAN JANELLE DAVIS
CENTERLINE IS 50.12 FEET OR 3.04 RODS
PERMANENT EASEMENT IS 0.03 ACRES
TEMPORARY WORKSPACE IS 0.06 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°29'21"E	49.18'
L2	S00°37'30"E	0.94'



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 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C. Schaffer, Jr. 1-23-24
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)



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED OWNERSHIP	JSF	01/22/24	LCS	JSF
0	ISSUED	DMT	01/17/24	JSF	LCS

PP05 PIPELINE REPLACEMENT	
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS THE SAMMIE LEE FLIPPO REVOCABLE TRUST & SUSAN JANELLE DAVIS	
OKLAHOMA COUNTY	OKLAHOMA
DRAWN BY DMT	CHK'D BY JSF
SCALE 1" = 300'	APP'D BY LCS
PROJECT NO. 025492-0010	DATE 01/09/24
REVISION 1	SHEET 1 OF 2

1-22-2024 4:46:09 PM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE REPLACEMENT DRONE-01\B70_MAPPING\008_PLATS\OK-OK-065.504.325 SUSAN JANELLE DAVIS.DWG

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 SAMMIE LEE FLIPPO REVOCABLE TRUST & SUSAN JANELLE DAVIS, AS RECORDED IN BOOK 11258, PAGE 1691, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE SE 1/4 SITUATED IN SECTION 3, TOWNSHIP 12-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 INTERSECTION OF THE NORTH LINE OF SAID THE SAMMIE LEE FLIPPO REVOCABLE TRUST & SUSAN JANELLE DAVIS TRACT WITH THE WEST RIGHT-OF-WAY LINE OF N MIDWEST BLVD;

THENCE, SOUTH 89°34'57" WEST, A DISTANCE OF 24.65 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID THE SAMMIE LEE FLIPPO REVOCABLE TRUST & SUSAN JANELLE DAVIS TRACT;

THENCE, SOUTH 00°29'21" EAST, A DISTANCE OF 49.18 FEET TO A POINT;

THENCE, SOUTH 00°37'30" EAST, A DISTANCE OF 0.94 FEET TO THE **POINT OF TERMINATION** ON THE MOST EASTERLY SOUTH LINE OF SAID THE SAMMIE LEE FLIPPO REVOCABLE TRUST & SUSAN JANELLE DAVIS TRACT, FROM WHICH A FENCE CORNER FOUND AT THE INTERSECTION OF THE MOST EASTERLY SOUTH LINE OF SAID THE SAMMIE LEE FLIPPO REVOCABLE TRUST & SUSAN JANELLE DAVIS TRACT WITH THE WEST RIGHT-OF-WAY LINE OF N. MIDWEST BLVD, BEARS NORTH 89°33'44" EAST, A DISTANCE OF 22.87 FEET, FOR A TOTAL CENTERLINE LENGTH OF 50.12 FEET OR 3.04 RODS, AND CONTAINING 0.03 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.06 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 CUPPED 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. 1-23-24
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022



PHILLIPS 66 CARRIER LLC



1	REVISED OWNERSHIP	JSF	01/22/24	LCS	JSF
0	ISSUED	DMT	01/17/24	JSF	LCS
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
THE SAMMIE LEE FLIPPO REVOCABLE TRUST
& SUSAN JANELLE DAVIS

OKLAHOMA COUNTY

OKLAHOMA

DRAWN BY DMT	CHK'D BY JSE
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OK-OK-065.504 325

SCALE	NTS	APP'D BY
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DATE 01 / 08 / 04

REVISION	1	SHEET	2	OF	2
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CV-2024-1359
Andrews

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

PHILLIPS 66 CARRIER LLC,

Plaintiff,

v.

TED ECKROAT, TRUSTEE OF THE TED
ECKROAT AND PAT ECKROAT REVOCABLE
LIVING TRUST, DATED THE 13 DAY OF APRIL,
2016;

PAT ECKROAT, TRUSTEE OF THE TED
ECKROAT AND PAT ECKROAT REVOCABLE
LIVING TRUST, DATED THE 13 DAY OF APRIL,
2016;

THE CITY OF OKLAHOMA CITY;

CHAMPLIN OIL & REFINING CO. AND ITS
UNKNOWN SUCCESSORS AND ASSIGNS;

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF OKLAHOMA; and

TREASURER OF OKLAHOMA COUNTY,

Defendants.

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAY 16 2024

RICK WARREN
COURT CLERK

41

CV - 2024 - 1359
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 Ted Eckroat and Pat Eckroat, Trustees of the Ted Eckroat and Pat Eckroat Revocable Living Trust, dated the 13 day of April, 2016, 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 1032.

4. Upon information and belief, Defendant Champlin Oil & Refining Co., a Delaware corporation, claims some right, title or interest in and to the Property pursuant to a Pipe Line Right of Way filed in the Office of the County Clerk for Oklahoma County, Oklahoma in Book 2211, Page 211. Champlin Oil & Refining Co. may 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 159.32 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 2.98 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.

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;

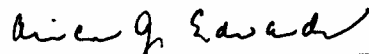
C. Determine that Defendants shall have and retain the full right to use and enjoy the Property subject only to the easement rights to be acquired by the Plaintiff in this proceeding and the additional restrictions set forth above;

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 15th day of May, 2024.

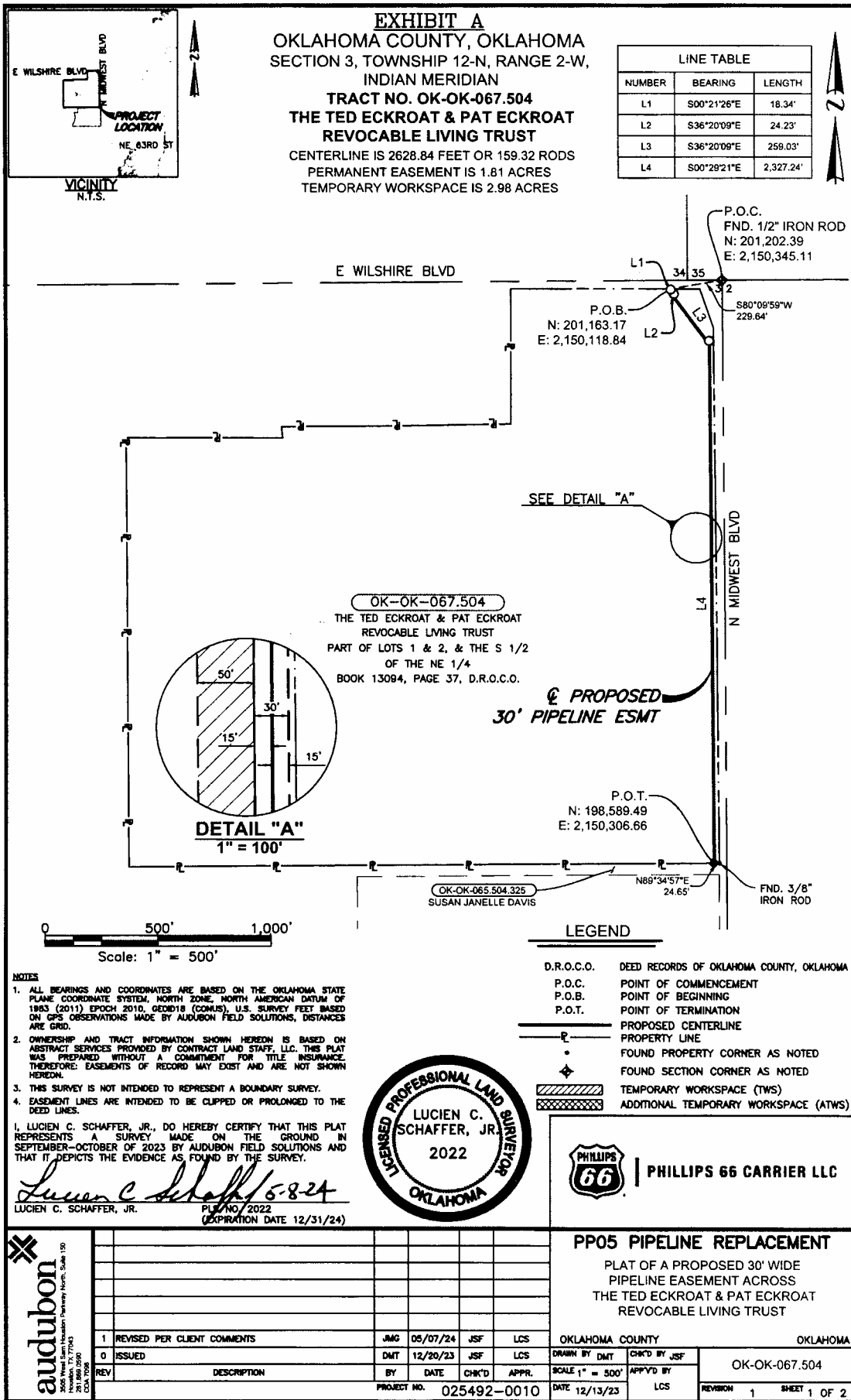
Respectfully submitted,



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
tragsdale@gablelaw.com
skiplinger@gablelaw.com

**ATTORNEYS FOR PHILLIPS 66
CARRIER LLC**

EXHIBIT A



5.7.2024 10:16:10 AM JOSE GONZALEZ STAFF\PROJECTS\PHILLIPS_66\PIPELINE REPLACEMENT DRONE-025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-025492-0010 THE TED ECKROAT & PAT ECKROAT REVOCABLE LIVING TRUST.DWG

OK-OK-067.504
THE TED ECKROAT & PAT ECKROAT REVOCABLE LIVING 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 TED ECKROAT & PAT ECKROAT REVOCABLE LIVING TRUST, AS RECORDED IN BOOK 13094, PAGE 37, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF LOTS 1 & 2, & THE S 1/2 OF THE NE 1/4 SITUATED IN SECTION 3, TOWNSHIP 12-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 SECTION 3;

THENCE, SOUTH 80°09'59" WEST, A DISTANCE OF 229.64 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT-OF-WAY LINE OF E WILSHIRE BLVD;

THENCE, SOUTH 00°21'26" EAST, A DISTANCE OF 18.34 FEET TO A POINT;

THENCE, SOUTH 36°20'09" EAST, A DISTANCE OF 24.23 FEET TO A POINT;

THENCE, SOUTH 36°20'09" EAST, A DISTANCE OF 259.03 FEET TO A POINT;

THENCE, SOUTH 00°29'21" EAST, A DISTANCE OF 2,327.24 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID TED ECKROAT & PAT ECKROAT REVOCABLE LIVING TRUST TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID TED ECKROAT & PAT ECKROAT REVOCABLE LIVING TRUST TRACT, BEARS NORTH 89°34'57" EAST, A DISTANCE OF 24.65 FEET, FOR A TOTAL CENTERLINE LENGTH OF 2628.84 FEET OR 159.32 RODS, AND CONTAINING 1.81 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 ORO.
- 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 5-8-24
LUCIEN C. SCHAFFER, JR. L.S. NO. 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



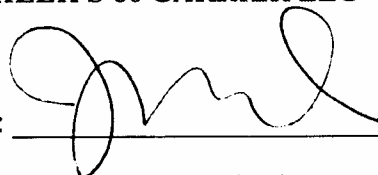
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REVISED PER CLIENT COMMENTS	JMG	05/07/24	JSF	LCS
0	ISSUED	DMT	12/20/23	JSF	LCS

PP05 PIPELINE REPLACEMENT	
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS THE TED ECKROAT & PAT ECKROAT REVOCABLE LIVING TRUST	
OKLAHOMA COUNTY	OKLAHOMA
DRAWN BY DMT	CHK'D BY JSF
SCALE NTS	APPR'D BY
DATE 12/13/23	LCS
REVISION 1	SHEET 2 OF 2

5.7.2024 10:16:12 AM JOSE GONZALEZ S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-01870_MAPPING\008_PLATS\OK-OK-067.504 THE TED ECKROAT & PAT ECKROAT REVOCABLE LIVING TRUST.DWG

EXHIBIT B

PHILLIPS 66 CARRIER LLC

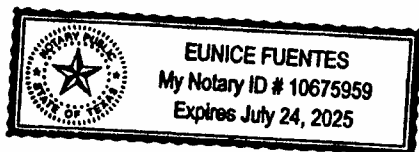
By: 


Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.

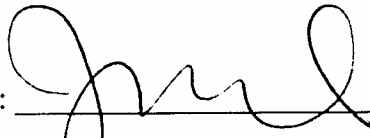



Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

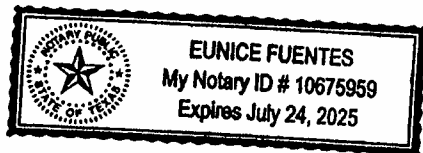
By: 

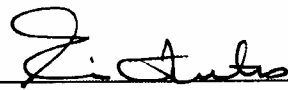
Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

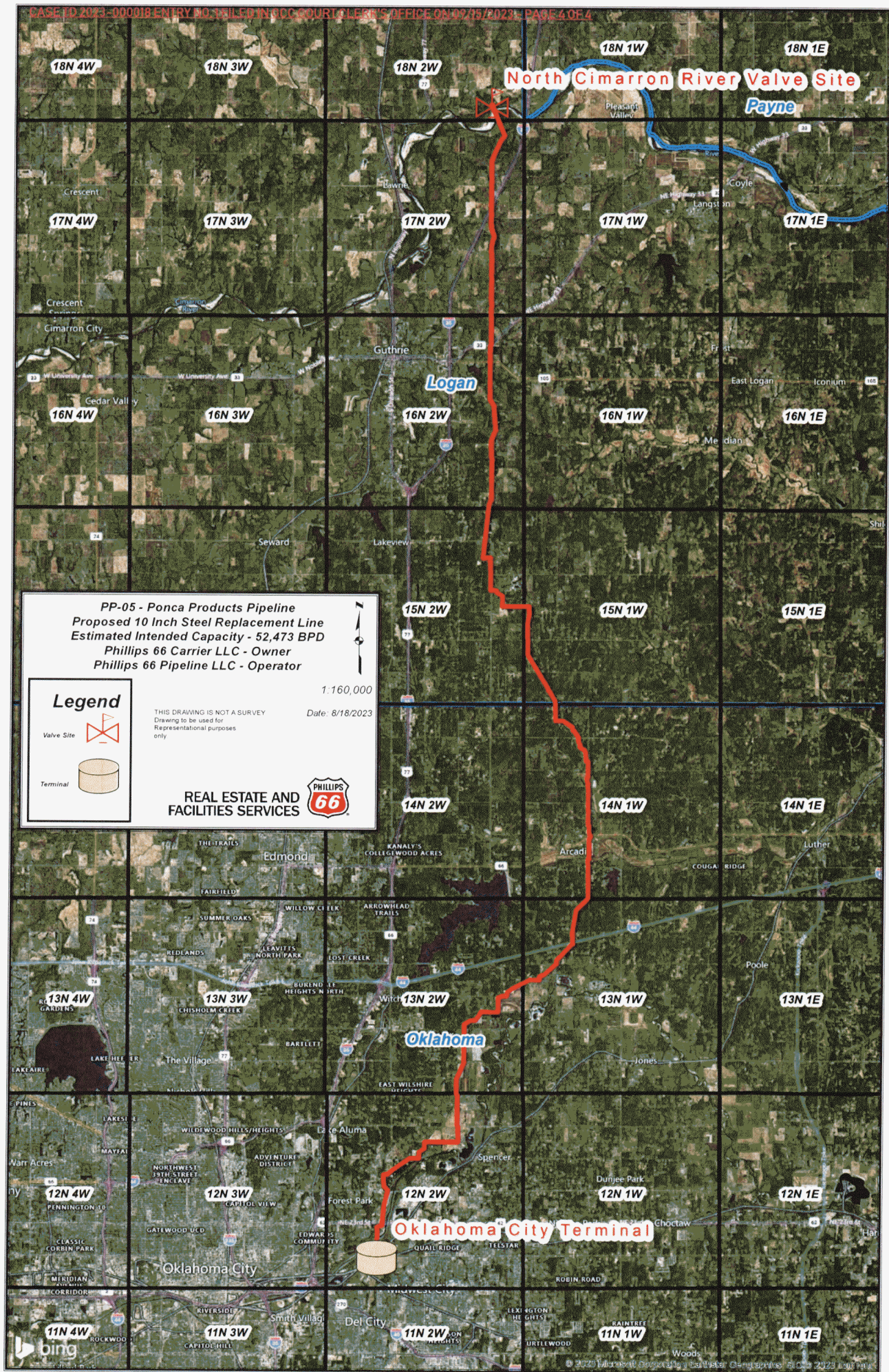
Subscribed and sworn to before me this 14th day of September, 2023.

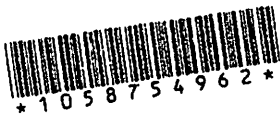



Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025





CV-2024-1333

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA
FILED IN DISTRICT COURT
OKLAHOMA COUNTY

PHILLIPS 66 CARRIER LLC,

Plaintiff,

v.

FELIPE MARTINEZ, SR.;
OLGA MARTINEZ;

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 - 1333
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 Felipe Martinez, Sr. and Olga Martinez, 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 37.82 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 0.72 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 14th day of May, 2024.

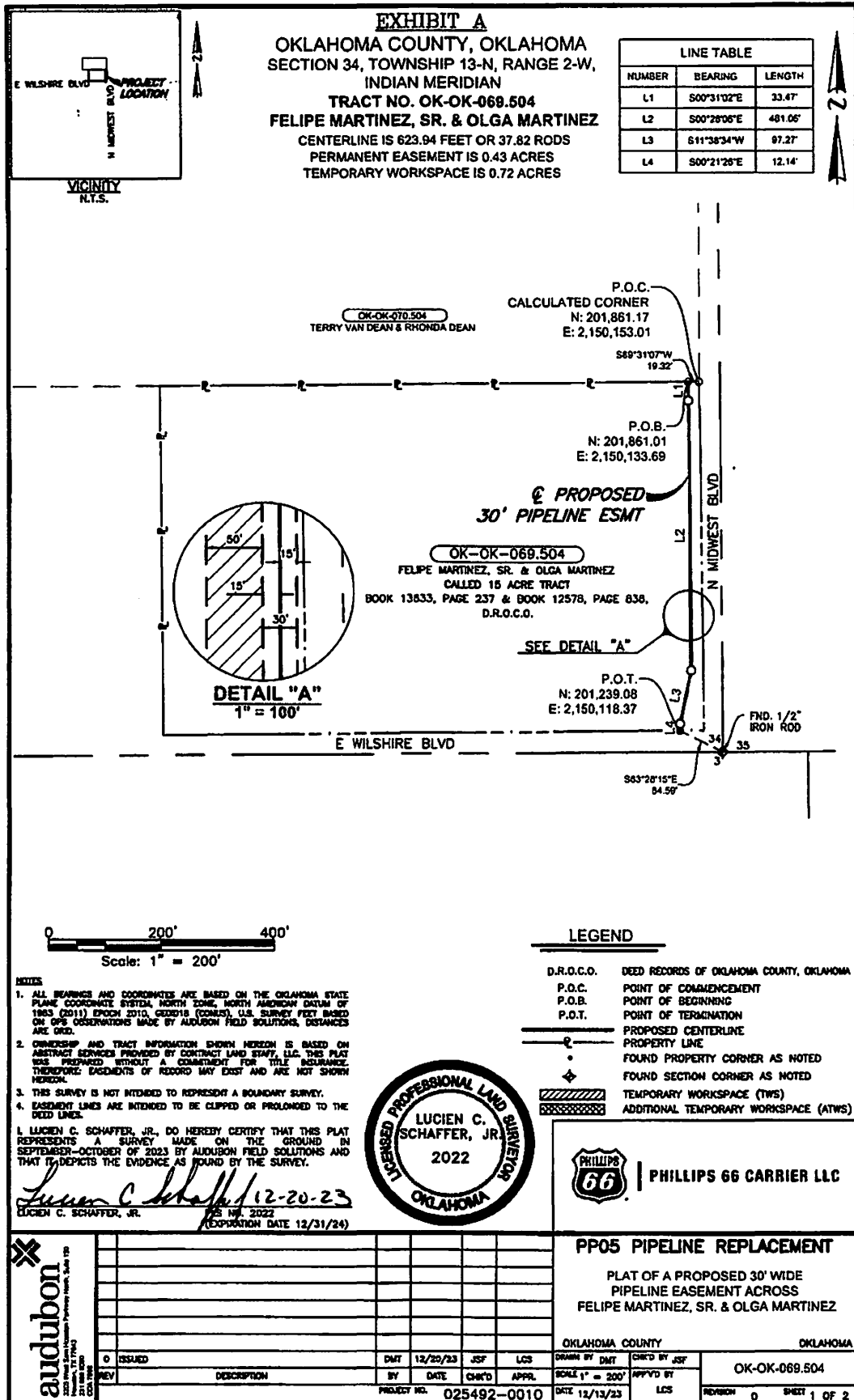
Respectfully submitted,

Alicia J. Edwards

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
tragsdale@gablelaw.com
skiplinger@gablelaw.com

**ATTORNEYS FOR PHILLIPS 66
CARRIER LLC**

EXHIBIT A



FELIPE MARTINEZ, SR. & OLGA MARTINEZ

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS CALLED 15 ACRE TRACT OF LAND, CONVEYED TO FELIPE MARTINEZ, SR. & OLGA MARTINEZ, AS RECORDED IN BOOK 13633, PAGE 237 & BOOK 12578, PAGE 838, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID 15 ACRE TRACT BEING SITUATED IN SECTION 34, 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 THE CALCULATED INTERSECTION OF THE NORTH LINE OF SAID CALLED 15 ACRE TRACT TRACT WITH THE WEST RIGHT-OF-WAY LINE OF NORTH MIDWEST BLVD;

THENCE, SOUTH 89°31'07" WEST, A DISTANCE OF 19.32 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID CALLED 15 ACRE TRACT;

THENCE, SOUTH 00°31'02" EAST, A DISTANCE OF 33.47 FEET TO A POINT;

THENCE, SOUTH 00°28'06" EAST, A DISTANCE OF 481.06 FEET TO A POINT;

THENCE, SOUTH 11°38'34" WEST, A DISTANCE OF 97.27 FEET TO A POINT;

THENCE, SOUTH 00°21'26" EAST, A DISTANCE OF 12.14 FEET TO THE POINT OF TERMINATION ON THE NORTH RIGHT-OF-WAY LINE OF E WILSHIRE BLVD, FROM WHICH A 1/2-INCH IRON ROD FOUND AT SOUTHEAST CORNER OF SAID SECTION 34, BEARS SOUTH 63°28'15" EAST, A DISTANCE OF 84.59 FEET, FOR A TOTAL CENTERLINE LENGTH OF 623.94 FEET OR 37.82 RODS, AND CONTAINING 0.43 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.72 ACRES, MORE OR LESS.

NOTAS

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GGD818 (CONFORM), U.S. SURVEY FOOT BASED ON 1983 OBSERVATIONS MADE BY AUGUSTIN FELD SOLUTIONS. DISTANCES ARE GRID.
2. OBSTRUCTIONS AND TRACT INFORMATION SHOWN HEREON IS BASED ON AERIAL SERVICES PROVIDED BY CONTRACT LAND SURVEY, LLC. THIS PLAT NEED NOT BE RECORDED IF IT IS A CONTRACT. THEREFORE, RECORDS ARE THEREFORE: EASMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
4. EASMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE

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.

Lucas P. Hall 12-20-23



PHILLIPS 66 CARRIER LLC



audubon
 1205 West Sam Houston Parkway North, Suite 150
 Houston, TX 77067
 713/866 0280

O	ISSUED	DNT	12/20/23	JSS	LCS			
REV	DESCRIPTION	BY	DATE	CHECK'D	APPR.			
		PROJECT NO.	026492	0010				

PP05 PIPELINE REPLACEMENT

**PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
FELIPE MARTINEZ, SR. & OLGA MARTINEZ**

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY DMT	CHKD BY JSF	OK-OK-069.504
SCALE NTS	APPVD BY	
DATE 12/12/93	LCS	

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

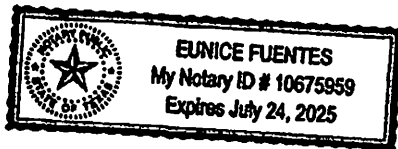
By: 

Name: Jenarae N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

PHILLIPS 66 PIPELINE LLC

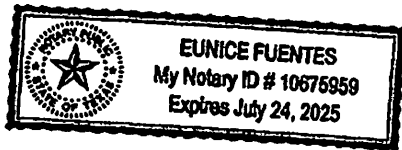
By: 

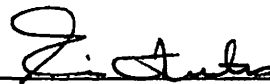
Name: Jonathan N. Garland

Title: Vice President and Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Subscribed and sworn to before me this 14th day of September, 2023.




Eunice Fuentes
Notary Public

My Commission Expires:

July 24, 2025

2024050801059445 B: 15748 P: 234

05/08/2024 10:25:11 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: **April 16, 2024**

Grantor(s): **Terry Van Dean and Rhonda Dean** of Oklahoma County, Oklahoma

Grantee(s): Phillips 66 Carrier, LLC

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

Legal Description: **The N/2 SE/4 SE/4 of S34, T13N, R2W of the Indian Meridian, Oklahoma County, Oklahoma as described in that certain Quit Claim Deed dated March 21, 2013 from Curry M. Dean and Hannah H. Dean, husband and wife to Terry Van Dean and Rhonda Dean, as joint tenants, and not as tenants in common with full rights of survivorship, recorded in Book 12198, Page 1985, 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, Terry Van Dean and Rhonda Dean, husband and wife, 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 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 North Half (N/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 34, Township 13 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma as described in that certain Quit Claim Deed dated March 21, 2013 from Curry M. Dean and Hannah H. Dean, husband and wife to Terry Van Dean and Rhonda Dean, as joint tenants, and not as tenants in common with full rights of survivorship, recorded in Book 12198, Page 1985, 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.

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 case of emergency, Grantee shall access the easement from public roads, public rights-of-way or other easements to which Grantee has the right to access and along existing or future roads on the Property. Grantee agrees to make reasonable repairs of any damage to Grantor's roads or gates 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. 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.

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. Rocks brought to the surface by Grantee will be removed to achieve the same density and size observed prior to the construction of the Facilities on the easement.

In the event of any excavation within the easement including, but not limited to, installation and construction of the pipeline, or in the event of removal of the pipeline 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 subsoil from the Property. Grantee shall have the right to use additional property outside of the easement that is reasonably needed to separate such topsoil.

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 easement for such installation. Grantee shall maintain at all times complete enclosures during any construction, maintenance or repair work on the easement. All fences of Grantor cut 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 crossing or bordering the Property for Grantee's use in accessing 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.

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, livestock, 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, including terraces, 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 maintain the easement in good condition, removing therefrom all debris and refuse which may be the product of any maintenance or construction work by Grantee on the easement. 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.

If, at any time after five (5) years from the date hereof, Grantee should cease to use and maintain the easement and the Facilities for all of the purposes granted herein for a continuous twenty-four (24)

month period, this Agreement shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns upon receipt of written notice from Grantor of Grantor's election to so terminate; provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two (2) years following any termination of this Agreement to remove part or all of the Facilities. Following the expiration of such period, any such property remaining on the Property shall be and become the property of Grantor. Grantee shall ensure that the Facilities are abandoned in accordance with applicable laws, rules and regulations.

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.

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.

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 16th day of APRIL, 2024 (the "Effective Date").

GRANTOR

Terry Van Dean
Terry Van Dean

Rhdonda Dean
Rhdonda Dean

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF CANADIAN

§
§
§

On this 16th day of APRIL, 2024, before me Duane Kinnett,
the undersigned officer, personally appeared Terry Van Dean 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

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF CANADIAN

§
§
§

On this 16th day of APRIL, 2024, before me Duane Kinnett,
the undersigned officer, personally appeared Rhdonda Dean 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.

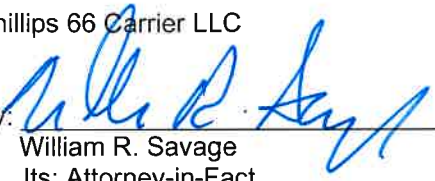


Duane Kinnett
NOTARY PUBLIC

My commission expires: 10/11/27

GRANTEE

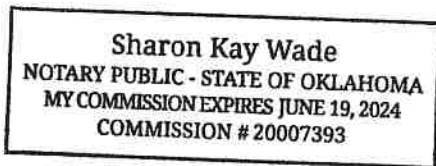
Phillips 66 Carrier LLC

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

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 16th 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.




NOTARY PUBLIC

My commission expires: 6-19-24

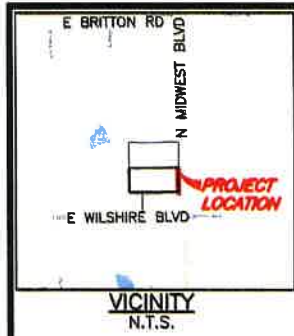
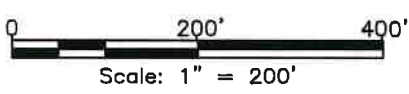
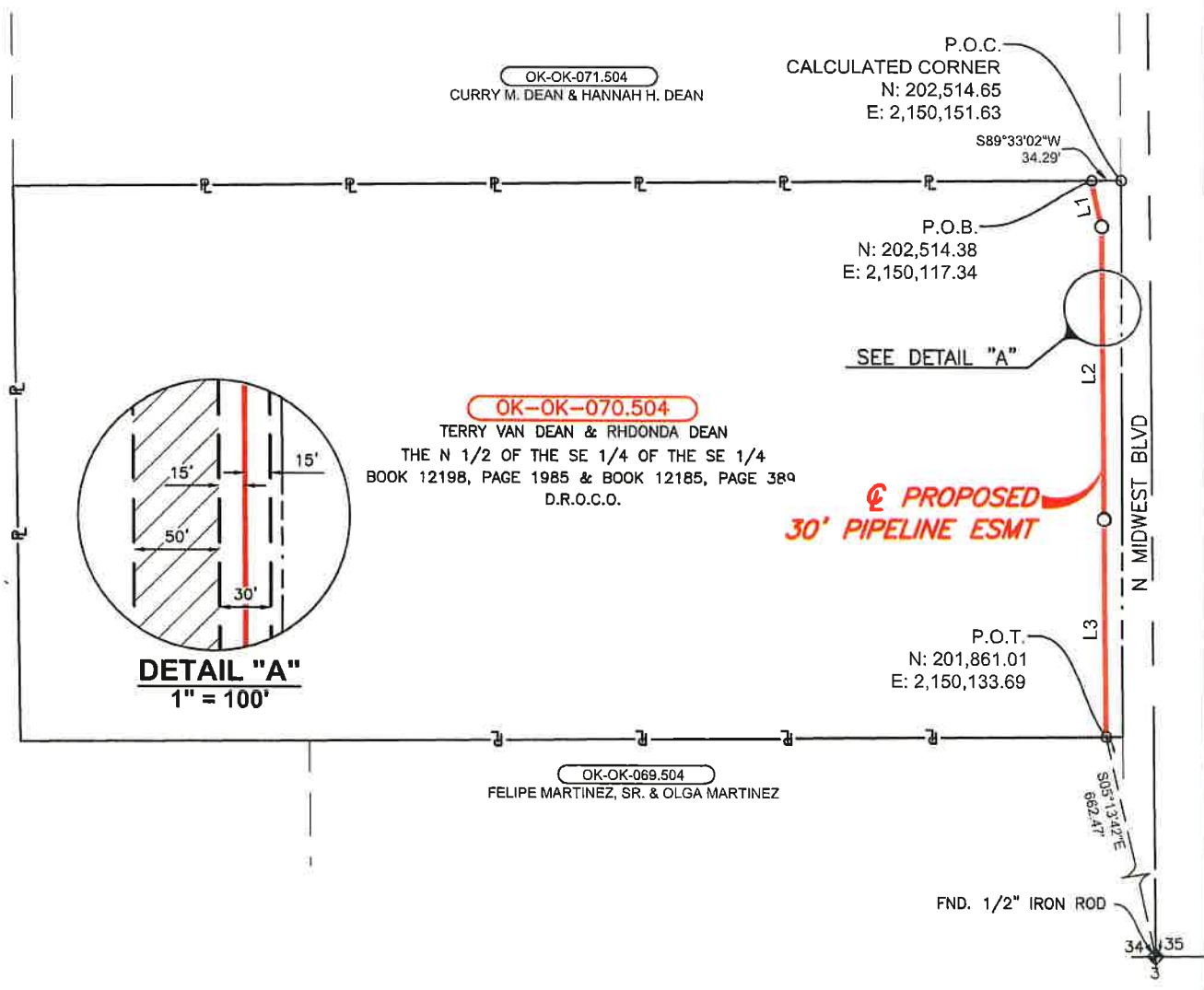


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 34, TOWNSHIP 13-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-070.504
TERRY VAN DEAN & RHDONDA DEAN
CENTERLINE IS 654.66 FEET OR 39.68 RODS
PERMANENT EASEMENT IS 0.45 ACRES
TEMPORARY WORKSPACE IS 0.75 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S12°21'26"E	54.75'
L2	S00°23'12"E	344.28'
L3	S00°31'02"E	255.63'



- NOTES**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010, GEDID18 (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. 2023 (EXPIRATION DATE 12/31/24)



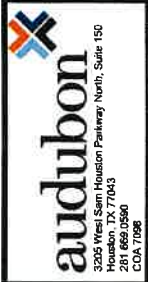
LEGEND	
D.R.O.C.O.	DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
	PROPOSED CENTERLINE
	PROPERTY LINE
	FOUND PROPERTY CORNER AS NOTED
	FOUND SECTION CORNER AS NOTED
	TEMPORARY WORKSPACE (TWS)
	ADDITIONAL TEMPORARY WORKSPACE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



PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
TERRY VAN DEAN & RHDONDA DEAN

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE	1" = 200'	APPR'D BY	LCS
DATE	12/11/23	REVISION	1
PROJECT NO.	025492-0010	SHEET	1 OF 2



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	CORRECTED NAME SPELLING	DMT	01/03/24	JSF	LCS
0	ISSUED	DMT	12/20/23	JSF	LCS

1.3.2024 10:40:40 AM DANIELA MENDEZ \\AUDUBON-ENGINEERING\COM\SHARED\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870_MAPPING\008_PLATS\OK-OK-070.504 TERRY VAN DEAN & RHDONDA DEAN.DWG

OK-OK-070.504
TERRY VAN DEAN & RHDONDA DEAN

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND, CONVEYED TO TERRY VAN DEAN & RHDONDA DEAN, AS RECORDED IN BOOK 12198, PAGE 1985 & BOOK 12185, PAGE 389, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 IN SECTION 34, 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 THE CALCULATED INTERSECTION OF THE NORTH LINE OF SAID DEAN TRACT WITH THE WEST RIGHT-OF-WAY LINE OF NORTH MIDWEST BLVD;

THENCE, SOUTH 89°29'16" WEST, A DISTANCE OF 34.28 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID TERRY VAN DEAN & RHDONDA DEAN TRACT;

THENCE, SOUTH 12°21'26" EAST, A DISTANCE OF 54.71 FEET TO A POINT;

THENCE, SOUTH 00°23'12" EAST, A DISTANCE OF 344.28 FEET TO A POINT;

THENCE, SOUTH 00°31'02" EAST, A DISTANCE OF 255.63 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID TERRY VAN DEAN & RHDONDA DEAN TRACT, FROM WHICH AT 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 34, BEARS SOUTH 05°13'42" EAST, A DISTANCE OF 662.47 FEET, FOR A TOTAL CENTERLINE LENGTH OF 654.66 FEET OR 39.68 RODS, AND CONTAINING 0.45 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.75 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-OCTOBER OF 2023 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C. Schaffer, Jr. 1-3-24
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
TERRY VAN DEAN & RHDONDA DEAN

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY DMT	CHK'D BY JSF	OK-OK-070.504	
SCALE NTS	APP'VD BY		
DATE 12/11/23	LCS	REVISION	1
		SHEET 2 OF 2	



1	CORRECTED NAME SPELLING	DMT	01/03/24	JSF	LCS
0	ISSUED	DMT	12/20/23	JSF	LCS
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
PROJECT NO. 025492-0010					

2024050801059446 B: 15748 P: 242

05/08/2024 10:25:11 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: **April 16, 2024**

Grantor(s): **Curry Michael Dean aka Curry M. Dean aka Curry Dean and Hannah Hale Dean aka Hannah H. Dean aka Hannah Dean of Oklahoma County, Oklahoma**

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

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

Legal Description: **The S/2 NE/4 SE/4 of S34, T13N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated March 7, 2013 from Terry Van Dean and Rhonda Dean, hwjtros to Curry M. Dean and Hannah H. Dean, hwjtros, recorded in Book 12182, Page 556, 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, Curry Michael Dean aka Curry M. Dean aka Curry Dean and Hannah Hale Dean aka Hannah H. Dean aka Hannah Dean, husband and wife, as joint tenants and not as tenants with the full 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 S/2 NE/4 SE/4 of S34, T13N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Quit Claim Deed dated March 7, 2013 from Terry Van Dean and Rhonda Dean, hwjtros to Curry M. Dean and Hannah H. Dean, hwjtros, recorded in Book 12182, Page 556, 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.

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 case of emergency, Grantee shall access the easement from public roads, public rights-of-way or other easements to which Grantee has the right to access and along existing or future roads on the Property. Grantee agrees to make reasonable repairs of any damage to Grantor's roads or gates 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. 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.

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. Rocks brought to the surface by Grantee will be removed to achieve the same density and size observed prior to the construction of the Facilities on the easement.

In the event of any excavation within the easement including, but not limited to, installation and construction of the pipeline, or in the event of removal of the pipeline 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 subsoil from the Property. Grantee shall have the right to use additional property outside of the easement that is reasonably needed to separate such topsoil.

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 easement for such installation. Grantee shall maintain at all times complete enclosures during any construction, maintenance or repair work on the easement. All fences of Grantor cut 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 crossing or bordering the Property for Grantee's use in accessing 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.

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, livestock, 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, including terraces, 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 maintain the easement in good condition, removing therefrom all debris and refuse which may be the product of any maintenance or construction work by Grantee on the easement. 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.

If, at any time after five (5) years from the date hereof, Grantee should cease to use and maintain the easement and the Facilities for all of the purposes granted herein for a continuous twenty-four (24) month period, this Agreement shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns upon receipt of written notice from Grantor of Grantor's election to so

terminate; provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two (2) years following any termination of this Agreement to remove part or all of the Facilities. Following the expiration of such period, any such property remaining on the Property shall be and become the property of Grantor. Grantee shall ensure that the Facilities are abandoned in accordance with applicable laws, rules and regulations.

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.

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.

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 16th day of APRIL, 2024 (the "Effective Date").

GRANTOR

Curry Michael Dean aka Curry M. Dean aka Curry Dean

Hannah Hale Dean aka Hannah H. Dean aka Hannah Dean

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 16th day of APRIL, 2024, before me Duane Kinnett, the undersigned officer, personally appeared Curry Michael Dean aka Curry M. Dean aka Curry Dean 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

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 16th day of APRIL, 2024, before me Duane Kinnett, the undersigned officer, personally appeared Hannah Hale Dean aka Hannah H. Dean aka Hannah Dean 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.



Duane Kinnett
NOTARY PUBLIC

My commission expires: 10/11/27

GRANTEE

Phillips 66 Carrier LLC

By: [Signature]
William R. Savage
Its: Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 16th 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

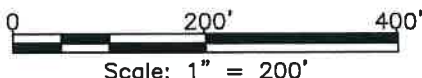
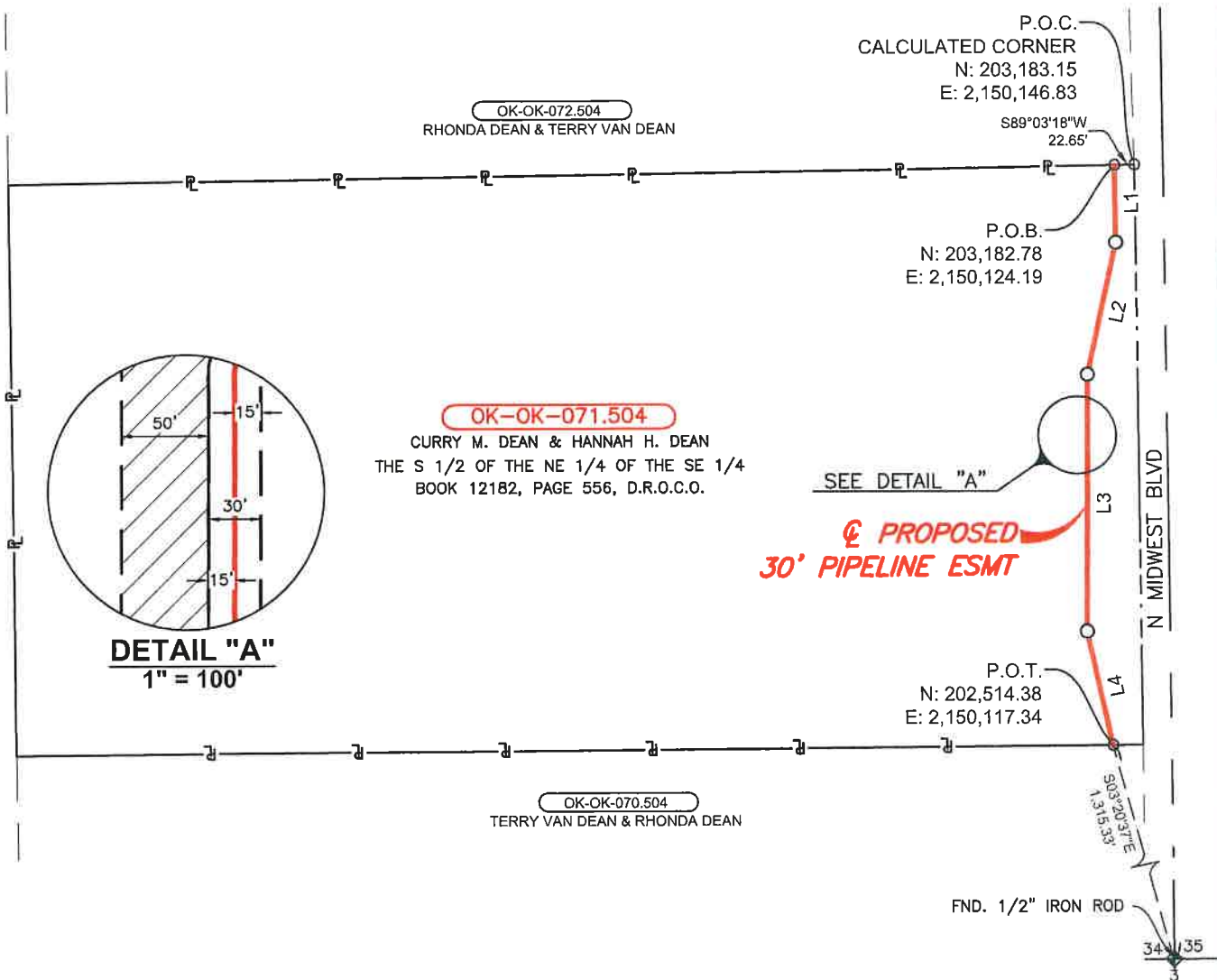
[Signature]
NOTARY PUBLIC
My commission expires: 6-19-24



VICINITY
N.T.S.

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 34, TOWNSHIP 13-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-071.504
CURRY M. DEAN & HANNAH H. DEAN
CENTERLINE IS 675.20 FEET OR 40.92 RODS
PERMANENT EASEMENT IS 0.47 ACRES
TEMPORARY WORKSPACE IS 0.77 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°23'12"E	88.32'
L2	S12°28'18"W	156.20'
L3	S00°28'18"W	296.43'
L4	S12°21'26"E	134.25'



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.
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
CURRY M. DEAN & HANNAH H. DEAN

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY DMT	CHK'D BY JSF	OK-OK-071.504	
SCALE 1" = 200'	APP'D BY LCS	REVISION	SHEET 1 OF 2
DATE 12/07/23			



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	RE-ROUTE	DMT	02/16/24	JSF	LCS
0	ISSUED	DMT	12/20/23	JSF	LCS
PROJECT NO. 025492-0010					

DEAN DWG
H HANNAY & DEAN
F CURRY M PLATE\CK-071 504
BECE BEETING BED AGREEMENT PHONE-N\87C WAPPING\008
DECE BEETING BED AGREEMENT PHONE-N\87C WAPPING\008

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

COMMENCING, AT THE CALCULATED INTERSECTION OF THE NORTH LINE OF SAID DEAN TRACT WITH THE WEST RIGHT-OF-WAY LINE OF NORTH MIDWEST BLVD;

THENCE, SOUTH 89°03'18" WEST, A DISTANCE OF 22.65 FEET TO THE **POINT OF BEGINNING** ON THE NORTH LINE OF SAID CURRY M. DEAN & HANNAH H. DEAN TRACT;

THENCE, SOUTH 00°23'12" EAST, A DISTANCE OF 88.32 FEET TO A POINT;

THENCE, SOUTH 12°28'18" WEST, A DISTANCE OF 156.20 FEET TO A POINT;

THENCE, SOUTH 00°28'18" WEST, A DISTANCE OF 296.43 FEET TO A POINT;

THENCE, SOUTH 12°21'26" EAST, A DISTANCE OF 134.25 FEET TO THE **POINT OF TERMINATION** ON THE SOUTH LINE OF SAID CURRY M. DEAN & HANNAH H. DEAN TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 34, BEARS SOUTH 03°20'37" EAST, A DISTANCE OF 1,315.33 FEET, FOR A TOTAL CENTERLINE LENGTH OF 675.20 FEET OR 40.92 RODS, AND CONTAINING 0.47 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.77 ACRES, MORE OR LESS.

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.
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4. EASEMENT LINES ARE INTENDED TO BE CLIPPED OR PROLONGED TO THE DEED LINES.

I, LUCIEN C. SCHAFFER, JR., DO HEREBY CERTIFY THAT THIS PLAN 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 Schaeffer 2-16-24
LUCIEN C SCHAEFFER, JR. PLS MD 2022



PHILLIPS 66 CARRIER LLC

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
CURRY M. DEAN & HANNAH H. DEAN

OKLAHOMA COUNTY

OKLAHOMA

DRAWN BY DMT

CHK'D BY JSF

OK-OK-071.504

SCALE	NIS
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PVD BY

REVISION

SHEET 2 OF 2

PROJECT NO.	025492-0010
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DATE 12/07/20

LCS

REVISION

SHEET 2 OF 2



3205 West Boston Parkway North Suite 150

2024050801059447 B: 15748 P: 250

05/08/2024 10:25:11 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: **April 16, 2024**

Grantor(s): **Terry Van Dean and Rhonda Dean, 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 N 60 acres of the E/2 SE/4 of S34, T13N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated February 5, 1991 from Pauline E. Dean, a Widow to Pauline E. Dean and Terry Van Dean, mother and son, recorded in Book 6138, Page 1083, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made.**

8/32

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, Terry Van Dean and Rhonda Dean, husband and wife, 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 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:

That certain tract of land situated in the N 60 acres of the E/2 SE/4 of S34, T13N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Joint Tenancy Warranty Deed dated February 5, 1991 from Pauline E. Dean, a Widow to Pauline E. Dean and Terry Van Dean, mother and son, recorded in Book 6138, Page 1083, 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.

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 case of emergency, Grantee shall access the easement from public roads, public rights-of-way or other easements to which Grantee has the right to access and along existing or future roads on the Property. Grantee agrees to make reasonable repairs of any damage to Grantor's roads or gates 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. 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.

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. Rocks brought to the surface by Grantee will be removed to achieve the same density and size observed prior to the construction of the Facilities on the easement.

In the event of any excavation within the easement including, but not limited to, installation and construction of the pipeline, or in the event of removal of the pipeline 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 subsoil from the Property. Grantee shall have the right to use additional property outside of the easement that is reasonably needed to separate such topsoil.

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 easement for such installation. Grantee shall maintain at all times complete enclosures during any construction, maintenance or repair work on the easement. All fences of Grantor cut 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 crossing or bordering the Property for Grantee's use in accessing 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.

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, livestock, 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, including terraces, 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 maintain the easement in good condition, removing therefrom all debris and refuse which may be the product of any maintenance or construction work by Grantee on the easement. 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.

If, at any time after five (5) years from the date hereof, Grantee should cease to use and maintain the easement and the Facilities for all of the purposes granted herein for a continuous twenty-four (24) month period, this Agreement shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns upon receipt of written notice from Grantor of Grantor's election to so terminate; provided, however, such time shall be extended for such period of time that Grantee is unable

to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two (2) years following any termination of this Agreement to remove part or all of the Facilities. Following the expiration of such period, any such property remaining on the Property shall be and become the property of Grantor. Grantee shall ensure that the Facilities are abandoned in accordance with applicable laws, rules and regulations.

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.

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.

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 APRIL, 2024 (the "Effective Date").

GRANTOR

Terry Van Dean
Terry Van Dean

Rhdonda Dean
Rhdonda Dean

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF

CANADIAN

§
§
§

On this 16th day of APRIL, 2024, before me Duane Kinnett,
the undersigned officer, personally appeared Terry Van Dean 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

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF

CANADIAN

§
§
§

On this 16th day of APRIL, 2024, before me Duane Kinnett,
the undersigned officer, personally appeared Rhdonda Dean 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.



Duane Kinnett
NOTARY PUBLIC

My commission expires: 10/11/27

GRANTEE

Phillips 66 Carrier LLC

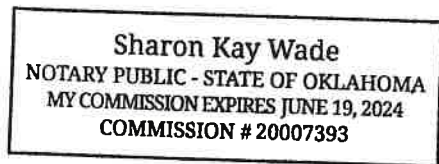
By:

William R. Savage
Its: Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF WASHINGTON §

On this 6th 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

My commission expires: 6-19-24

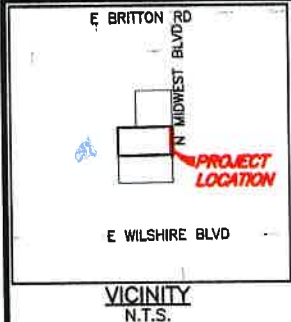
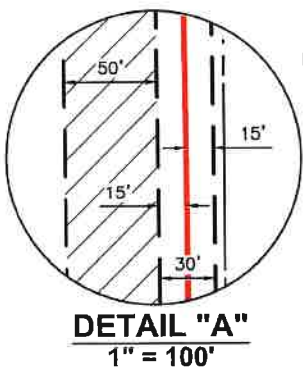
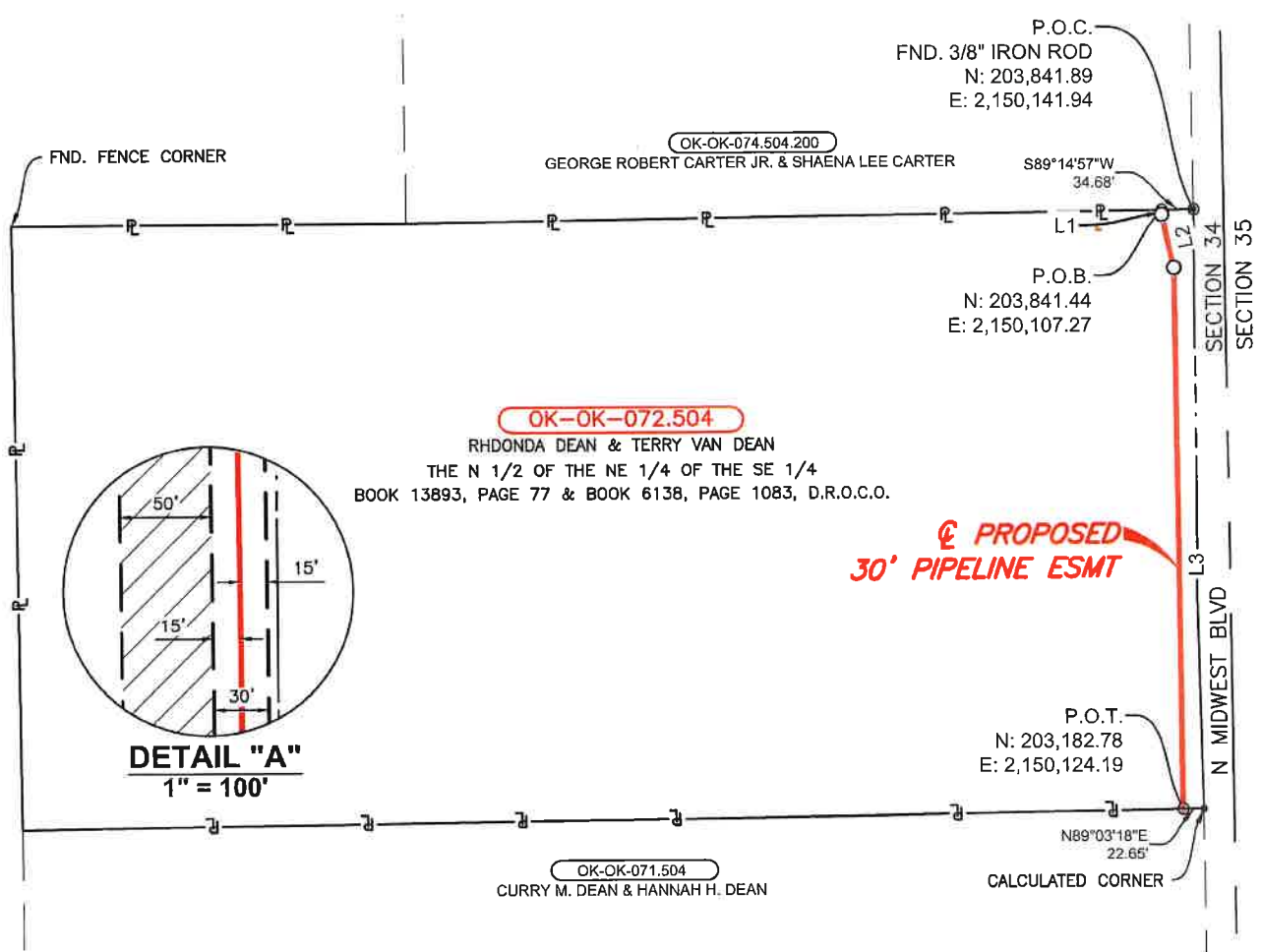


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 34, TOWNSHIP 13-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-072.504
RHDONDA DEAN & TERRY VAN DEAN
CENTERLINE IS 660.06 FEET OR 40.00 RODS
PERMANENT EASEMENT IS 0.45 ACRES
TEMPORARY WORKSPACE IS 0.76 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°19'05"E	4.83
L2	S12°23'12"E	60.01
L3	S00°23'12"E	595.22



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 PICTURES THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C. Schaffer, Jr. 3-6-24
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)



 audubon 3505 West Sam Houston Parkway North, Suite 150 Houston, TX 77043 281.666.0590 COA 7088							PP05 PIPELINE REPLACEMENT			
							PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS RHDONDA DEAN & TERRY VAN DEAN			
							OKLAHOMA COUNTY OKLAHOMA			
	2	RE-ROUTE	JSF	03/05/24	LCS	LCS	DRAWN BY DMT CHK'D BY JSF SCALE 1" = 200' DATE 12/07/23	APPR'D BY LCS	OK-OK-072.504 REVISION 2 SHEET 1 OF 2	
	1	CORRECTED NAME SPELLING	DMT	01/03/24	JSF	LCS				
	0	ISSUED	DMT	12/18/23	JSF	LCS				
	REV	DESCRIPTION	BY	DATE	CHK'D	APPR.				
			PROJECT NO. 025492-0010							

3.6.2024 10:37:13 AM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-0\870_MAPPING\008_PLATS\OK-OK-072.504 RHDONDA DEAN & TERRY VAN DEAN.DWG

OK-OK-072.504
RHDONDA DEAN & TERRY VAN DEAN

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO RHDONDA DEAN & TERRY VAN DEAN, AS RECORDED IN BOOK 13893, PAGE 77 & BOOK 6138, PAGE 1083, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING THE N 1/2 OF THE NE 1/4 OF THE SE 1/4 OF LAND BEING SITUATED IN SECTION 34, 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 INTERSECTION OF THE NORTH LINE OF SAID RHDONDA DEAN & TERRY VAN DEAN TRACT WITH THE WEST RIGHT-OF-WAY LINE OF NORTH MIDWEST BLVD;

THENCE, SOUTH 89°14'57" WEST, A DISTANCE OF 34.68 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID RHDONDA DEAN & TERRY VAN DEAN TRACT;

THENCE, SOUTH 00°19'05" EAST, A DISTANCE OF 4.83 FEET TO A POINT;

THENCE, SOUTH 12°23'12" EAST, A DISTANCE OF 60.01 FEET TO A POINT;

THENCE, SOUTH 00°23'12" EAST, A DISTANCE OF 595.22 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID RHDONDA DEAN & TERRY VAN DEAN TRACT, FROM WHICH THE CALCULATED SOUTHEAST CORNER OF RHDONDA DEAN & TERRY VAN DEAN TRACT, BEARS NORTH 89°03'18" EAST, A DISTANCE OF 22.65 FEET, FOR A TOTAL CENTERLINE LENGTH OF 660.06 FEET OR 40.00 RODS, AND CONTAINING 0.45 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.76 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.
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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 3-6-24
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
RHDONDA DEAN & TERRY VAN DEAN

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE	NTS	APP'VD BY	
DATE	12/07/23	LCS	
REVISION	2	SHEET	2 OF 2



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
2	RE-ROUTE	JSF	03/05/24	LCS	LCS
1	CORRECTED NAME SPELLING	DMT	01/03/24	JSF	LCS
0	ISSUED	DMT	12/18/23	JSF	LCS
PROJECT NO. 025492-0010					

3.6.2024 10:37:14 AM JACOB FISHER S:\AFS\PROJECTS\PHILLIPS_66\PIPELINE\025492-0010 - PP05 PIPELINE REPLACEMENT DRONE-C\870_MAPPING\008_PLATS\OK-OK-072.504_RHDONDA DEAN & TERRY VAN DEAN DWG

2024031901033837 B: 15701 P: 1885
03/19/2024 10:26:23 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 9, 2024**

Grantor(s): **George Robert Carter Jr. and Shaena Lee Carter 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 NE/4 of Section 34, T13N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Individual Quit Claim Deed dated May 04, 2012, from George Robert Carter Jr., aka G. R. Carter, Jr. and Shaena Lee Carter, husband and wife, to George Robert Carter Jr. and Shaena Lee Carter, husband and wife, as Joint Tenants with the Right of Survivorship, recorded in Volume 11915, Page 921, 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, George Robert Carter Jr. and Shaena Lee Carter, husband and wife, as Joint Tenants 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 NE/4 of Section 34, T13N, R2W, Oklahoma County, Oklahoma and being more particularly described in that certain Individual Quit Claim Deed dated May 04, 2012, from George Robert Carter Jr., aka G. R. Carter, Jr. and Shaena Lee Carter, husband and wife, to George Robert Carter Jr. and Shaena Lee Carter, husband and wife, as Joint Tenants with the Right of Survivorship, recorded in Volume 11915, Page 921, 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 9th day of MARCH, 2024 (the "Effective Date").

GRANTOR

George Robert Carter Jr.
George Robert Carter Jr.

Shaena Lee Carter
Shaena Lee Carter

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

On this 9th day of MARCH, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared George Robert Carter Jr. 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.



CHRISTOPHER BECKETT
NOTARY PUBLIC

My commission expires: 07-30-2027

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

On this 9th day of MARCH, 2024, before me CHRISTOPHER BECKETT, the undersigned officer, personally appeared Shaena Lee Carter 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.



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 14th 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.


NOTARY PUBLIC

Sharon Kay Wade
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JUNE 19, 2024
COMMISSION # 20007393

My commission expires: 6-19-24

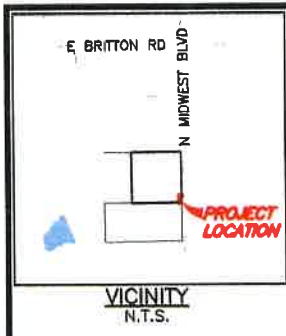
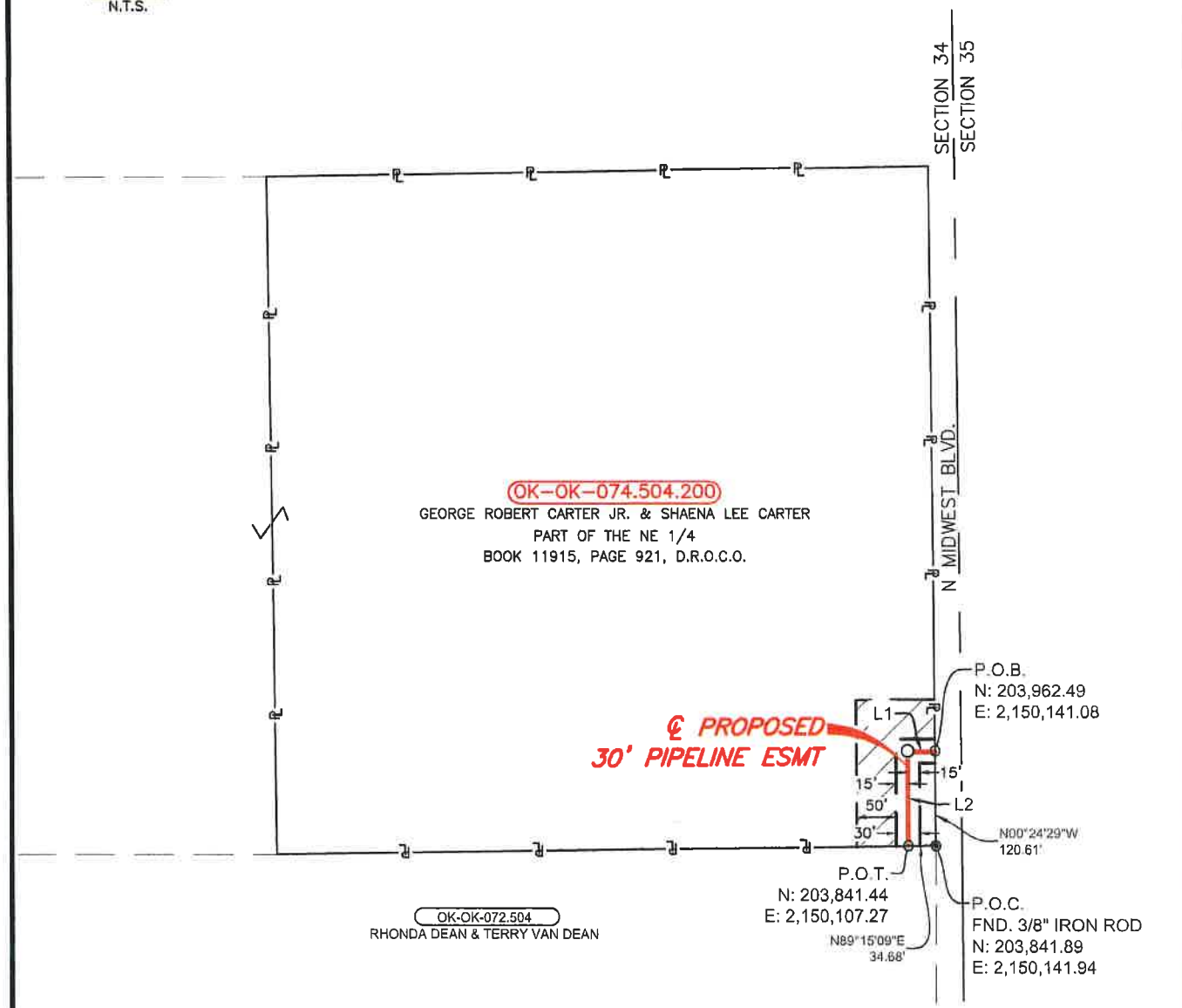


EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 34, TOWNSHIP 13-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-074.504.200
GEORGE ROBERT CARTER JR. &
SHAENA LEE CARTER
CENTERLINE IS 155.31 FEET OR 9.41 RODS
PERMANENT EASEMENT IS 0.11 ACRES
TEMPORARY WORKSPACE IS 0.27 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S89°35'58"W	34.49
L2	S00°19'05"E	120.82



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 13-6-24
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
GEORGE ROBERT CARTER JR. &
SHAENA LEE CARTER



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	RE-ROUTE	JSF	03/05/24	LCS	LCS
0	ISSUED	DMT	01/17/24	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE 1" = 200'		APPROVED BY	
DATE 01/05/24		LCS	
PROJECT NO. 025492-0010		OK-OK-074.504.200	
REVISION 1		SHEET 1 OF 2	

OK-OK-074.504.200
GEORGE ROBERT CARTER JR. & SHAENA LEE CARTER

BEING A CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE PIPELINE EASEMENT EXTENDING OVER, THROUGH, ALONG, AND ACROSS A TRACT OF LAND CONVEYED TO GEORGE ROBERT CARTER JR. & SHAENA LEE CARTER, AS RECORDED IN BOOK 11915, PAGE 921, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING PART OF THE NE 1/4 SITUATED IN SECTION 34, 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 SOUTHEAST CORNER OF SAID GEORGE ROBERT CARTER JR. & SHAENA LEE CARTER TRACT;
THENCE, NORTH 00°24'29" WEST, A DISTANCE OF 120.61 FEET TO THE POINT OF BEGINNING ON THE WEST RIGHT-OF-WAY LINE OF N MIDWEST BLVD;
THENCE, SOUTH 89°35'58" WEST, A DISTANCE OF 34.49 FEET TO A POINT;

THENCE, SOUTH 00°19'05" EAST, A DISTANCE OF 120.82 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID GEORGE ROBERT CARTER JR. & SHAENA LEE CARTER TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID GEORGE ROBERT CARTER JR. & SHAENA LEE CARTER TRACT, BEARS NORTH 89°15'09" EAST, A DISTANCE OF 34.68 FEET, FOR A TOTAL CENTERLINE LENGTH OF 155.31 FEET OR 9.41 RODS, AND CONTAINING 0.11 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 0.27 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 3-6-24
LUCIEN C. SCHAFFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



1	RE-ROUTE	JSF	03/05/24	LCS	LCS
0	ISSUED	DMT	01/17/24	JSF	LCS
REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
PROJECT NO. 025492-0010					

PP05 PIPELINE REPLACEMENT			
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS GEORGE ROBERT CARTER JR. & SHAENA LEE CARTER			
OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY DMT	CHK'D BY JSF	OK-OK-074.504.200	
SCALE NTS	APP'D BY LCS	REVISION 1	SHEET 2 OF 2
DATE 01/05/24			



(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 15, 2024**

Grantor(s): **ROMEBO, LLC, an Oklahoma Limited Liability Company,
of Oklahoma County, Oklahoma**

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

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

Legal Description: **A tract of land situated in the W/2 NW/4 of S35, T13N, R2W
of the Indian Meridian, Oklahoma County, Oklahoma and
being more particularly described as tract 1 in that certain
Warranty Deed dated November 3, 2017 from Smith Land
Holding, LLC to Romebo, LLC, recorded in Book 13593,
Page 70, Deed Records, Oklahoma County, Oklahoma, less
and except any conveyances heretofore made.**

8

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, ROMEBO, LLC, an Oklahoma Limited Liability Company, with an address of 235 NE 2nd Street, P.O. Box 6767, Moore, Oklahoma 73153, herein referred to as the "Grantor," whether one or more, by this Easement (the "Agreement") does hereby grant and convey unto PHILLIPS 66 CARRIER LLC, a Delaware limited liability company, with an address of 2331 CityWest Blvd, Houston, Texas 77042, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as the "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 following described lands in Oklahoma County, State of Oklahoma, to wit:

A tract of land situated in the West Half (W/2) of the Northwest Quarter (NW/4) of Section 35, Township 13 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, and being more particularly described as Tract 1 in that certain Warranty Deed dated November 3, 2017, from Smith Land Holding, LLC to Romebo, LLC, recorded in Book 13593, Page 70, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

This permanent easement herein granted shall be thirty (30) feet wide over, through, upon, under and across the Property consisting of fifteen (15) feet on either side of the centerline of the Pipeline, as laid, installed, built or constructed and within ten (10) feet in all directions of the other Facilities installed as described herein (the "Permanent Easement"), the approximate route of the Permanent Easement being more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use an additional fifty (50) feet of temporary workspace (the "Temporary Easement") as depicted in EXHIBIT "A" as needed for the initial construction and installation of the Facilities and for the required restoration of the Property. The Permanent Easement and the Temporary Easement are herein referred to as the "Easements."

The Pipeline shall be buried at least forty-eight (48) inches below the surface of the Property. During Grantee's initial construction of the Pipeline, the trenching shall be performed in a manner so that the top (as to not exceed) twelve (12) inches of topsoil will be separated from the balance of the dirt removed in making the ditch or trench for installation of the Pipeline. In backfilling, after installation of the Pipeline, the topsoil first removed shall be used as cover soil in such a manner so as to result in it being returned to the top of the ditch as topsoil. Grantee shall have the right to use additional property outside of the Easements that is reasonably needed to separate such topsoil.

Grantor further grants and conveys unto the Grantee the right of unimpaired ingress to and egress from the Easements, provided that, upon completion of the initial construction of the Facilities and the restoration of the Property, and except in case of emergency, the Grantee shall access the Permanent Easement from public roads and public rights-of-way or other easements to which Grantee

has the right to access and along existing or future roads on Grantor's lands. Grantee agrees to make reasonable repairs for any damage to the Grantor's gates and roads caused by the Grantee's use.

Grantee shall have the rights to mow the Easements, to clear all trees, undergrowth and brush from within the Easements, and to remove or prevent the construction of buildings, structures and other obstructions atop or within the Easements, 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 upon or within the Easements, and the Grantor will not change the grade of the surface of the Property within the Easements without the express written consent of the Grantee, which shall not be unreasonably withheld.

Notwithstanding anything to the contrary herein, the Grantee shall not build or construct any above-ground appurtenances upon or within 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 that, when possible, shall 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 the payment made by the Grantee to the Grantor for this Agreement includes full payment for all reasonable, necessary and incident damages caused to the surface of the Property within the Easements and to the Grantor's growing crops, pasture grasses, soils, water sources, terraces, timber, fences or other structural improvements located on or within the Easements during the initial construction and installation of the Facilities. Any payment due under this Agreement may be made directly to any Grantor if there is more than one.

Grantee further agrees to pay to Grantor a reasonable sum for any damage caused by the Grantee (a) to the Grantor's Property outside of the Easements, including, but not limited to, growing crops, pasture grasses, soils, water sources, terraces, timber, fences or other structural improvements of Grantor and (b) to the Grantor's fences caused by the Grantee's maintenance operations.

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, except to the extent of the surface of the Property is modified by the use of the Easements.

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.

Grantor warrants title and the present right to grant the Easements. 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 the Grantee's use and enjoyment of these Easements or the rights and privileges granted herein.

Grantor has voluntarily executed this Agreement because of negotiations with Grantee. It is understood and agreed that this Agreement is not a conveyance of the lands described herein, but is a grant solely of the Easements and the rights described herein.

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 the negligence or willful misconduct of the Grantee or its employees, contractors or agents exercising the rights herein granted, except to the extent such injury, damage or loss is caused by the negligence or willful misconduct of 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 15TH day of MAY, 2024 (the "Effective Date").

[signature pages and exhibit follow]

GRANTOR

ROMEBO, LLC,
an Oklahoma Limited Liability Company

By: 

Print Name: Greg Suterfield

Its: General Partner

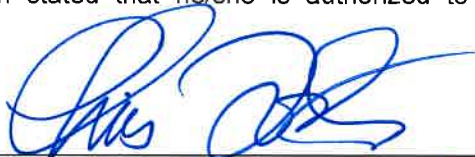
NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF KINGFISHER §

On this 15TH day of MAY, 2024, before me CHRIS FOSTER,
the undersigned officer, personally appeared GREG SUTERFIELD, known to me
(or satisfactorily proven) to be the person whose name is subscribed as GENERAL PARTNER of
ROMEBO, LLC, an Oklahoma 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/she is authorized to execute said
Agreement.



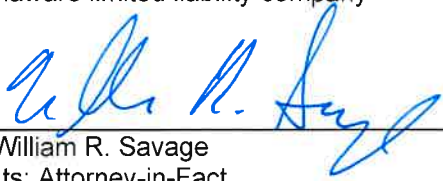
[SEAL]


NOTARY PUBLIC
My commission expires: 4/15/2026

GRANTEE

PHILLIPS 66 CARRIER LLC,
a Delaware limited liability company

By:


William R. Savage
Its: Attorney-in-Fact

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 29th 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 this 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.

Sharon Kay Wade
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JUNE 19, 2024
COMMISSION # 20007393


NOTARY PUBLIC

My commission expires: 6-19-24

[SEAL]

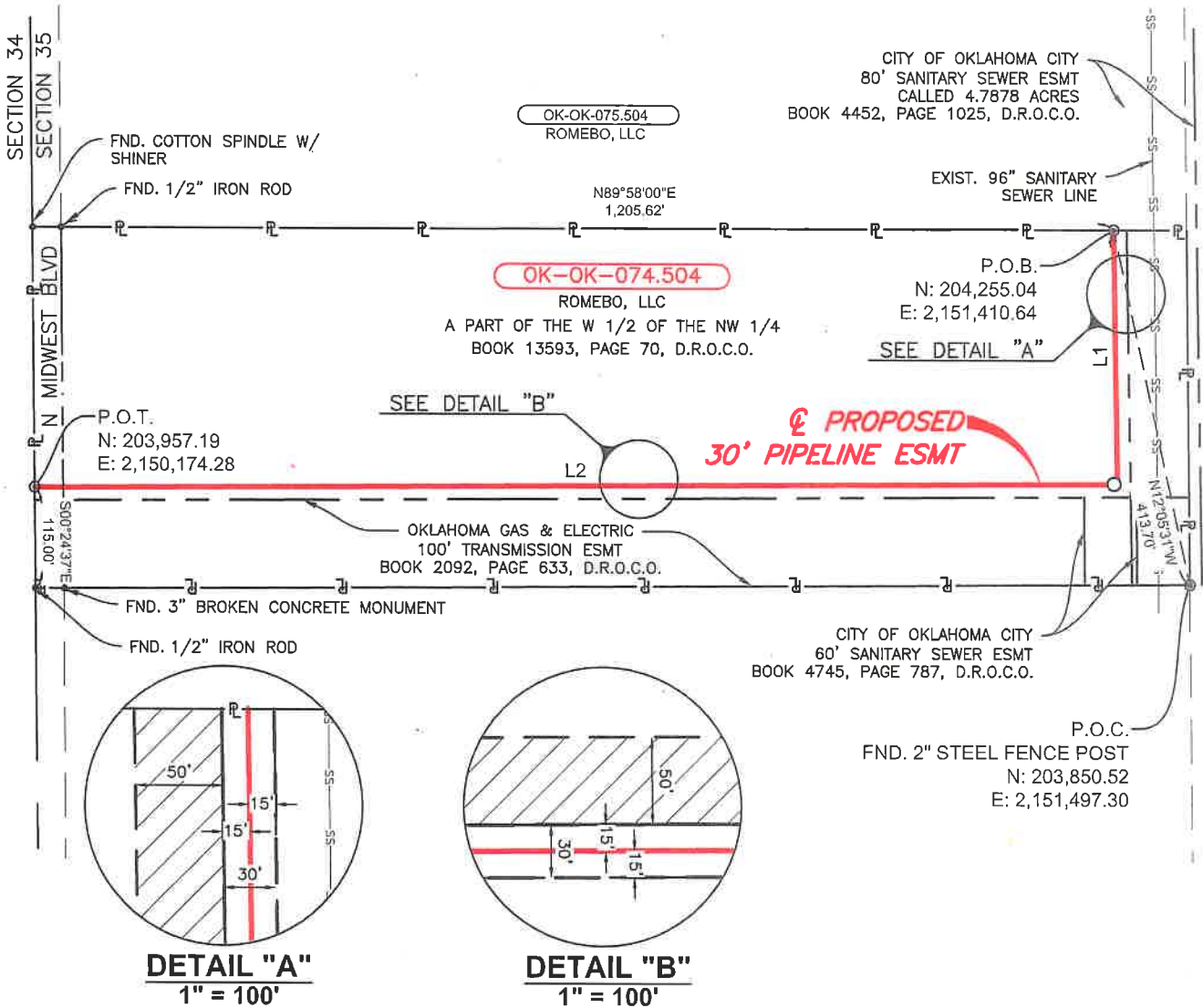


VICINITY
N.T.S.

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 35, TOWNSHIP 13-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-074.504
ROMEBO, LLC

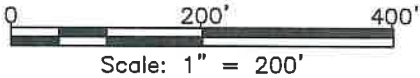
CENTERLINE IS 1,530.45 FEET OR 92.75 RODS
PERMANENT EASEMENT IS 1.05 ACRES
TEMPORARY WORKSPACE IS 1.65 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°47'27"E	290.07'
L2	S89°38'21"W	1,240.38'



DETAIL "A"
1" = 100'

DETAIL "B"
1" = 100'



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 & APRIL, 2024 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C. Schaffer, Jr. 5-9-24
LUCIEN C. SCHAFFER, JR. PLS. NO. 2022
(EXPIRATION DATE 12/31/24)



LEGEND

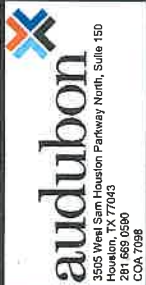
- | | |
|------------|---|
| D.R.O.C.O. | DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA |
| P.O.C. | POINT OF COMMENCEMENT |
| P.O.B. | POINT OF BEGINNING |
| P.O.T. | POINT OF TERMINATION |
| | PROPOSED CENTERLINE |
| | PROPERTY LINE |
| | FOUND PROPERTY CORNER AS NOTED |
| | FOUND SECTION CORNER AS NOTED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



PHILLIPS 66 CARRIER LLC

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE
PIPELINE EASEMENT ACROSS
ROMEBO, LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REROUTE TO ABUT EASEMENTS	JSF	05/08/24	LCS	LCS
0	ISSUED	DMT	12/14/23	JSF	LCS

OKLAHOMA COUNTY		OKLAHOMA	
DRAWN BY	DMT	CHK'D BY	JSF
SCALE	1" = 200'	APP'D BY	LCS
DATE	12/07/23	REVISION	1
PROJECT NO.	025492-0010	SHEET	1 OF 2

OK-OK-074.504
ROMEBO, 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 ROMEBO, LLC, AS RECORDED IN BOOK 13593, PAGE 70, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING A PART OF THE W 1/2 OF THE NW 1/4 OF LAND 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 NEW 2-INCH STEEL FENCE POST FOUND AT THE SOUTHEAST CORNER OF SAID ROMEBO TRACT;

THENCE, NORTH 12°05'31" WEST, A DISTANCE OF 413.70 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID ROMEBO TRACT, SAID NORTH LINE BEING THE SOUTH LINE OF ANOTHER ROMEBO TRACT AS RECORDED IN SAID BOOK 13593, PAGE 70;

THENCE, ALONG A LINE FIFTEEN FEET (15') WEST OF AND PARALLEL TO AN EXISTING CITY OF OKLAHOMA CITY EIGHTY FEET (80') WIDE SANITARY SEWER EASEMENT AS RECORDED IN BOOK 4452, PAGE 1025, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SOUTH 00°47'27" EAST, A DISTANCE OF 290.07 FEET TO A POINT;

THENCE, ALONG A LINE FIFTEEN FEET (15') NORTH OF AND PARALLEL TO AN EXISTING OKLAHOMA GAS AND ELECTRIC COMPANY ONE HUNDRED FEET (100') WIDE TRANSMISSION EASEMENT AS RECORDED IN BOOK 2092, PAGE 633, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SOUTH 89°38'21" WEST, A DISTANCE OF 1,236.60 FEET TO THE POINT OF TERMINATION ON THE WEST LINE OF SAID ROMEBO TRACT AND SAID SECTION 35, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE WEST QUARTER CORNER OF SECTION 35, BEARS SOUTH 00°24'37" EAST, A DISTANCE OF 115.00 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,530.45 FEET OR 92.75 RODS, AND CONTAINING 1.05 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.65 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. SCHAFER, JR., DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND IN SEPTEMBER-OCTOBER OF 2023 & APRIL, 2024 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY.

Lucien C Schaffer 5-9-24
LUCIEN C. SCHAFER, JR. PLS. NO. 2022
(EXPIRATION DATE 12/31/24)



PHILLIPS 66 CARRIER LLC



REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	REROUTE TO ABUT EASEMENTS	JSF	05/08/24	LCS	LCS
0	ISSUED	DMT	12/14/23	JSF	LCS

PP05 PIPELINE REPLACEMENT					
PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ROMEBO, LLC					
OKLAHOMA COUNTY				OKLAHOMA	
DRAWN BY DMT		CHK'D BY JSF		OK-OK-074.504	
SCALE NTS		APP'VD BY			
DATE 12/07/23		LCS		REVISION 1 SHEET 2 OF 2	



(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 15, 2024**

WT Grantor(s): **ROMEBO, LLC, an Oklahoma Limited Liability Company,
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: **A tract of land situated in the W/2 NW/4 of S35, T13N, R2W,
Indian Meridian, Oklahoma County, Oklahoma and being
more particularly described as tract 2 in that certain
Warranty Deed dated November 3, 2017 from Smith Land
Holding, LLC to Romebo, LLC, recorded in Book 13593,
Page 70, 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, ROMEBO, LLC, an Oklahoma Limited Liability Company, with an address of 235 NE 2nd Street, P.O. Box 6767, Moore, Oklahoma 73153, herein referred to as the "Grantor," whether one or more, by this Easement (the "Agreement") does hereby grant and convey unto PHILLIPS 66 CARRIER LLC, a Delaware limited liability company, with an address of 2331 CityWest Blvd, Houston, Texas 77042, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as the "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 following described lands in Oklahoma County, State of Oklahoma, to wit:

A tract of land situated in the West Half (W/2) of the Northwest Quarter (NW/4) of Section 35, Township 13 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, and being more particularly described as Tract 2 in that certain Warranty Deed dated November 3, 2017, from Smith Land Holding, LLC to Romebo, LLC, recorded in Book 13593, Page 70, Deed Records, Oklahoma County, Oklahoma, less and except any conveyances heretofore made (the "Property").

This permanent easement herein granted shall be thirty (30) feet wide over, through, upon, under and across the Property consisting of fifteen (15) feet on either side of the centerline of the Pipeline, as laid, installed, built or constructed and within ten (10) feet in all directions of the other Facilities installed as described herein (the "Permanent Easement"), the approximate route of the Permanent Easement being more generally depicted and described in EXHIBIT "A", attached hereto and made a part hereof. Grantee may also use an additional fifty (50) feet of temporary workspace (the "Temporary Easement") as depicted in EXHIBIT "A" as needed for the initial construction and installation of the Facilities and for the required restoration of the Property. The Permanent Easement and the Temporary Easement are herein referred to as the "Easements."

The Pipeline shall be buried at least forty-eight (48) inches below the surface of the Property. During Grantee's initial construction of the Pipeline, the trenching shall be performed in a manner so that the top (as to not exceed) twelve (12) inches of topsoil will be separated from the balance of the dirt removed in making the ditch or trench for installation of the Pipeline. In backfilling, after installation of the Pipeline, the topsoil first removed shall be used as cover soil in such a manner so as to result in it being returned to the top of the ditch as topsoil. Grantee shall have the right to use additional property outside of the Easements that is reasonably needed to separate such topsoil.

Grantor further grants and conveys unto the Grantee the right of unimpaired ingress to and egress from the Easements, provided that, upon completion of the initial construction of the Facilities and the restoration of the Property, and except in case of emergency, the Grantee shall access the Permanent Easement from public roads and public rights-of-way or other easements to which Grantee

has the right to access and along existing or future roads on Grantor's lands. Grantee agrees to make reasonable repairs for any damage to the Grantor's gates and roads caused by the Grantee's use.

Grantee shall have the rights to mow the Easements, to clear all trees, undergrowth and brush from within the Easements, and to remove or prevent the construction of buildings, structures and other obstructions atop or within the Easements, 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 upon or within the Easements, and the Grantor will not change the grade of the surface of the Property within the Easements without the express written consent of the Grantee, which shall not be unreasonably withheld.

Notwithstanding anything to the contrary herein, the Grantee shall not build or construct any above-ground appurtenances upon or within 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 that, when possible, shall 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 the payment made by the Grantee to the Grantor for this Agreement includes full payment for all reasonable, necessary and incident damages caused to the surface of the Property within the Easements and to the Grantor's growing crops, pasture grasses, soils, water sources, terraces, timber, fences or other structural improvements located on or within the Easements during the initial construction and installation of the Facilities. Any payment due under this Agreement may be made directly to any Grantor if there is more than one.

Grantee further agrees to pay to Grantor a reasonable sum for any damage caused by the Grantee (a) to the Grantor's Property outside of the Easements, including, but not limited to, growing crops, pasture grasses, soils, water sources, terraces, timber, fences or other structural improvements of Grantor and (b) to the Grantor's fences caused by the Grantee's maintenance operations.

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, except to the extent of the surface of the Property is modified by the use of the Easements.

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.

Grantor warrants title and the present right to grant the Easements. 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 the Grantee's use and enjoyment of these Easements or the rights and privileges granted herein.

Grantor has voluntarily executed this Agreement because of negotiations with Grantee. It is understood and agreed that this Agreement is not a conveyance of the lands described herein, but is a grant solely of the Easements and the rights described herein.

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 the negligence or willful misconduct of the Grantee or its employees, contractors or agents exercising the rights herein granted, except to the extent such injury, damage or loss is caused by the negligence or willful misconduct of 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 15TH day of MAY, 2024 (the "Effective Date").

[signature pages and exhibit follow]

GRANTOR

ROMEBO, LLC,
an Oklahoma Limited Liability Company

By: 

Print Name: Greg Sutterfield

Its: General Partner

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF

KINGFISHER

§
§
§

On this 15TH day of MAY, 2024, before me CHRIS FOSTER,
the undersigned officer, personally appeared GREG SUTTERFIELD known to me
(or satisfactorily proven) to be the person whose name is subscribed as GENERAL PARTNER
of ROMEBO, LLC, an Oklahoma 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/she is authorized to execute said
Agreement.




NOTARY PUBLIC

My commission expires: 4/15/2026

[SEAL]

GRANTEE

PHILLIPS 66 CARRIER LLC,
a Delaware limited liability company

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

NOTARY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF WASHINGTON §

On this 29th 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 this 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.

Sharon Kay Wade
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JUNE 19, 2024
COMMISSION # 20007393

Sharon Kay Wade
NOTARY PUBLIC

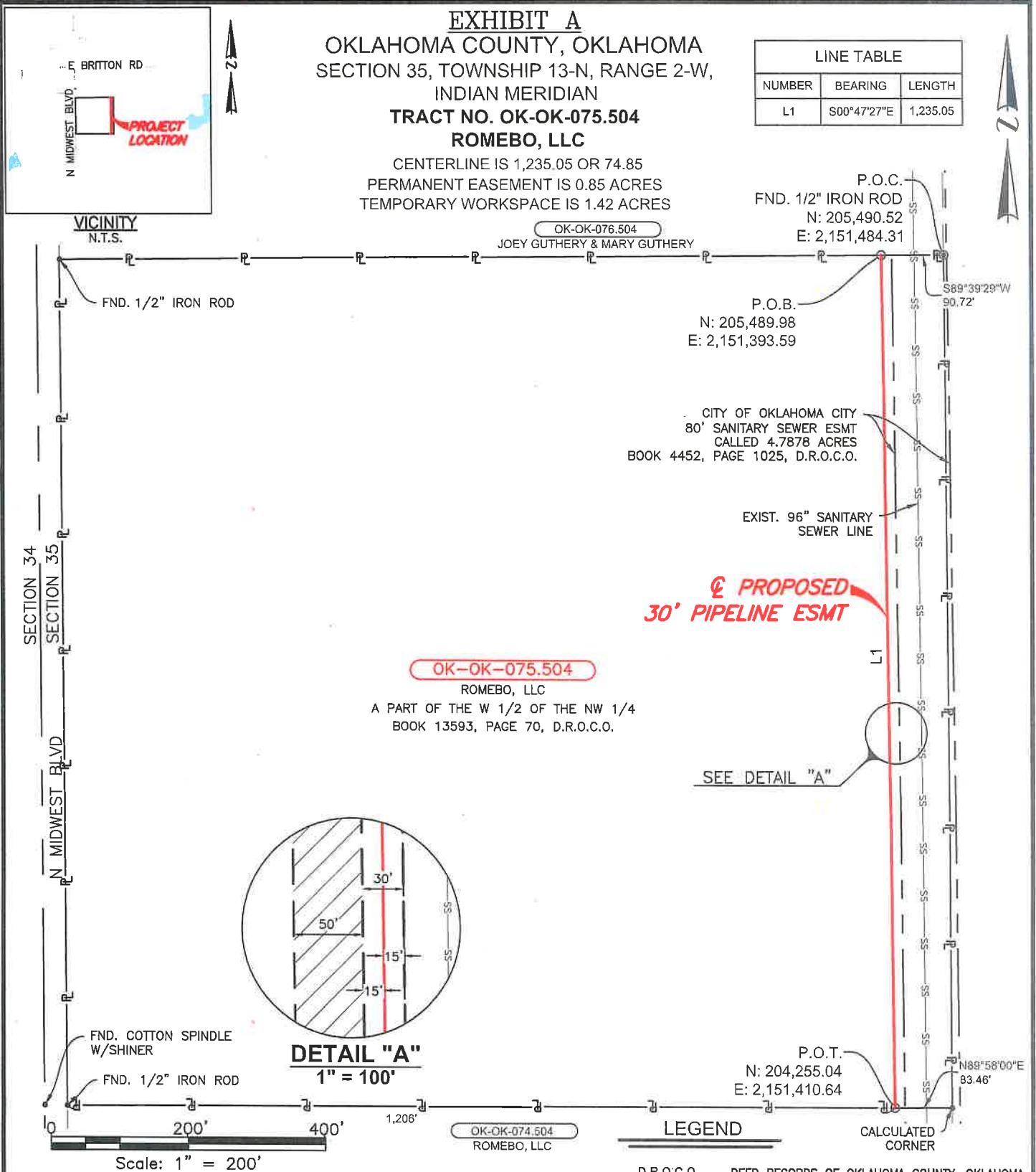
My commission expires: 6-19-24

[SEAL]

EXHIBIT A
OKLAHOMA COUNTY, OKLAHOMA
SECTION 35, TOWNSHIP 13-N, RANGE 2-W,
INDIAN MERIDIAN
TRACT NO. OK-OK-075.504
ROMEBO, LLC

CENTERLINE IS 1,235.05 OR 74.85
PERMANENT EASEMENT IS 0.85 ACRES
TEMPORARY WORKSPACE IS 1.42 ACRES

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S00°47'27"E	1,235.05



- 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 & APRIL, 2024 BY AUDUBON FIELD SOLUTIONS AND THAT IT DEPICTS THE EVIDENCE AS FOUND BY THE SURVEY

Lucien C. Schaffer 5-9-24
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
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 - TEMPORARY WORKSPACE (TWS)
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0	ISSUED	DMT	12/14/23	JSF	LCS

PP05 PIPELINE REPLACEMENT

PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ROMEBO, LLC

OKLAHOMA COUNTY OKLAHOMA

DRAWN BY DMT CHK'D BY JSF

SCALE 1" = 200' APP'D BY LCS

PROJECT NO. 025492-0010

DATE 12/07/23

REVISION 1 SHEET 1 OF 2

OK-OK-075.504
ROMEBO, 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 ROMEBO, LLC, AS RECORDED IN BOOK 13593, PAGE 70, 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 NORTHEAST CORNER OF SAID ROMEBO TRACT;

THENCE, ALONG THE NORTH LINE OF SAID ROMEBO TRACT, SOUTH 89°39'29" WEST, A DISTANCE OF 90.72 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID ROMEBO TRACT;

THENCE, ALONG A LINE FIFTEEN FEET (15') WEST OF AND PARALLEL TO AN EXISTING CITY OF OKLAHOMA CITY EIGHTY FEET (80') WIDE SANITARY SEWER EASEMENT AS RECORDED IN BOOK 4452, PAGE 1025, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA, SOUTH 00°47'27" EAST, A DISTANCE OF 1,235.05 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF SAID ROMEBO TRACT, FROM WHICH THE CALCULATED SOUTHEAST CORNER OF SAID ROMEBO TRACT, BEARS NORTH 89°58'00" EAST, A DISTANCE OF 83.46 FEET, FOR A TOTAL CENTERLINE LENGTH OF 1,235.05 FEET OR 74.85 RODS, AND CONTAINING 0.85 ACRES OF LAND, MORE OR LESS.

ALONG WITH A TEMPORARY WORKSPACE CONTAINING 1.42 ACRES, MORE OR LESS.


NOTES

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Lucien C Schaffer 5-9-24
LUCIEN C. SCHAFER, JR. PLS NO. 2022
(EXPIRATION DATE 12/31/24)





PHILLIPS 66 CARRIER LLC



audubon

3505 West Sam Houston Parkway North, Suite 150
Houston, TX 77063
281.669.0590
COA 7058

						PP05 PIPELINE REPLACEMENT					
						PLAT OF A PROPOSED 30' WIDE PIPELINE EASEMENT ACROSS ROMEBO, LLC					
						OKLAHOMA COUNTY				OKLAHOMA	
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REV	DESCRIPTION	BY	DATE	CHK'D	APPR.	DATE 12/07/23		LCS		REVISION 1 SHEET 2 OF 2	
PROJECT NO.						025492-0010					