

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Two Dollar (\$ 2)

to us in hand paid by THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, a corporation of Kansas, the receipt of which is hereby acknowledged.

Wm Shaw, a widower, Fred Shaw, a widower, Wayne Shaw, a single person, Carrie Barrett, Clifford A Barrett, Gustaf & wife, Frances Richardson, Harry F. Richardson, husband & wife, Earl Shaw a single person, Leslie M Shaw & Alice Shaw, his wife do hereby grant to THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Cherokee

and State of Oklahoma and described as follows:

Section 15, Township 21, Range 44
SW 1/4 of SW 1/4 of Section 15, Township 21, Range 44

The said grantor, the heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, its successors and assigns.

The said THE NATIONAL COOPERATIVE REFINERY ASSOCIATION for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of one per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by THE NATIONAL COOPERATIVE REFINERY ASSOCIATION, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

All payments for royalty and damages under this right of way grant shall be made to Wm Shaw our duly authorized Agent.

Dated this 10 day of Nov, 1989

Wm Shaw (SEAL)
Fred Shaw (SEAL)
Wayne Shaw (SEAL)
Carrie Barrett (SEAL)
Clifford A Barrett

Dated this 14 day of January, 1990

Frances Richardson (SEAL)
Harry F. Richardson (SEAL)
Earl Shaw (SEAL)
Leslie M. Shaw (SEAL)
Alice Shaw

Compare

STATE OF

IOWA

COUNTY OF

Mills

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 5th day of January, 1948, personally appeared Carrie Barrett

and Clifford A. Barrett to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and official seal.

My Commission expires July 4th, 1948.

Notary Public.

STATE OF NEBRASKA

COUNTY OF

Los Angeles

On this 14 day of January, 1948, before me, a Notary Public in and for said county, personally came the above named Frances Richardson & Harry P. Richardson, both of whom are personally known to me to be the identical persons whose names are affixed to the above instrument as Grantor and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires

STATE OF NEBRASKA

COUNTY OF

On this 21 day of January, 1948, before me, a Notary Public in and for said county, personally came the above named Earl Sims, single man who is personally known to me to be the identical person whose name is affixed to the above instrument as Grantor and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires

STATE OF IOWA

COUNTY OF

On this 17 day of January, 1948, before me, a Notary Public, personally appeared to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that executed the same as their voluntary act and deed.

WITNESS my hand and notarial seal, the day and year last above written.

My commission expires July 4, 1948.

On this 6th day of January, 1948, before me, a Notary Public, personally appeared Leslie M. Shaw, and Alice Shaw, his wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and notarial seal, the day and year last above written.

State of Iowa

County of Page

My commission expires

7-4-48

Notary Public.

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 18 DAY OF March

A. D. 1948 AT 9 O'CLOCK, 15 MINUTES, 9 A.M.

DOROTHY E. CHRISTENSEN, RECORDER.

BY Anita Baum DEPUTY.