

WDH

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

P L A T
MEADOW CLIFF ADDITION TO CITY
OF OKLAHOMA CITY, OKLAHOMA COUNTY
OKLAHOMA
PART OF NW 1/4 SEC. 31-T11N-R3W.

This instrument was filed for record October 9th, 1959, at 9:57 A.M.,
Recorded in Book 35 Plat, page 74, records of Oklahoma County, Oklahoma.

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Meadow Cliff Development Co., does hereby certify that it is the owner of and the only person or persons who have any right, title or interest in and to the land shown on the said annexed plat of MEADOW CLIFF ADDITION SECTION 1, to the City of Oklahoma City, Oklahoma. That it has caused the same to be surveyed and plotted into lots, blocks, Streets and Easements as shown on said annexed plat, which said Annexed Plat represents a correct survey of all property included therein under the name of MEADOW CLIFF ADDITION SEC. 1. It does further certify that it is the owner of and the only person, firm, or corporation who has any right, title or interest in the land included in the above mentioned plat and it does hereby dedicate all the Streets and Easements as shown on said annexed plat to the use of the Public for Public Highways, Streets, Drainage and Utility Easements, for its heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances so that the title is clear. Except as shown in the Bonded Abstracter's Certificate.

(CORPORATE SEAL)

ATTEST: BARBARA A. HENDERSON,
Secretary

MEADOW CLIFF DEVELOPMENT CO.
By C. A. HENDERSON,
President.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said County and State on the 13th day of August, 1959, personally appeared, C.A. Henderson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
(NOTARIAL SEAL) T.E. LEWIS, Notary Public
My commission expires Sept. 21, 1960.

COUNTY TREASURER'S CERTIFICATE

I, ALBERT DYER, do hereby certify that I am the duly qualified and acting County Treasurer of Oklahoma County, Oklahoma that the Tax

ENTRY NO.

355

Capitol Abstract & Title Company
BONDED ABSTRACTERS

Tel. CE 5-4393

-Cont'd-

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
 PLAT, CONT'D.#2. 35/74

records of said county show that all taxes for the year 1958, and prior years are paid on the annexed plat of MEADOW CLIFF ADDITION, SEC. I, to the City of Oklahoma City, Oklahoma, that the required statutory security has been deposited in the Office of the County Treasurer guaranteeing the current years taxes.

In Witness Whereof said County Treasurer has caused this instrument to be executed this 5th day of October, 1959.

(SEAL)

ALBERT DYER, County Treasurer.

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded Abstracter of Titles in and for the County and State of Oklahoma, hereby certifies that the records of said County show that the title to the land shown on the annexed plat of MEADOW CLIFF ADDITION, SEC. I, to the City of Oklahoma City, Oklahoma, is vested in Meadow Cliff Development Co., and that on the 5th day of October, 1959, there are no actions pending or judgments of any nature in any court or on file with the Clerk of any Court in said County or State against said land or the owner thereof, that the taxes are paid for the year 1958 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person. That there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat except a mortgage in favor of Citizen State Bank, dated on the 17 day of August, 1959, and executed by Meadow Cliff Development Co., and filed of Record on the 17 day of August, 1959, in Book 2400, page 78, corrected by a mortgage filed 16th day of September, 1959, Book 2411, page 379, in the records of Oklahoma County, Oklahoma.

Executed this 5th day of October, 1959.

(CORPORATE SEAL)

ATTEST: CHRISTINE MEAD.
 Asst. Secretary.

AMERICAN FIRST TITLE & TRUST CO.
 By WARREN O. ROMBURGER,
 Vice-President

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for the County and State of Oklahoma, on the 5th day of October, 1959, personally appeared Warren O. Romberger to me known to be the identical person who subscribed the name of the maker to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 (NOTARIAL SEAL) WILMA JEFFRESS, Notary Public
 My commission expires November 30, 1959.

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
 PLAT, CONT'D.#3. 35/74.

PROFESSIONAL ENGINEER'S CERTIFICATE

I, JOE PHELPS, do hereby certify that I am by profession a land Surveyor and Civil Engineer, and that the annexed plat of MEADOW CLIFF ADDITION SEC. 1, to the City of Oklahoma City, Oklahoma, consisting of two sheets, correctly represents a survey made under my supervision on the 18th day of June, 1959, and that all monuments shown hereon actually exist and their positions are correctly shown.

JOE PHELPS Reg. No. 2310

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joe Phelps, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

Witness my hand and seal this 13th day of August, 1959.

(NOTARIAL SEAL)

T. E. LEWIS, Notary Public

My commission expires Sept. 21, 1960.

RELEASE OF MORTGAGE

In consideration of the platting of the property shown on the annexed plat of MEADOW CLIFF ADDITION, SEC. 1., and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned does hereby release, relinquish and forever discharge a certain mortgage made by Meadow Cliff Development Co., and dated the 17th day of August, 1959 to Citizen State Bank which is recorded in Book 2400 of Mortgages on page 78, corrected by a mortgage filed 16th September, 1959, Book 2411 page 379 of the records of Oklahoma County, State of Oklahoma, insofar as the same covers all property dedicated for streets, alleys, parks, boulevards, easements or other public use as shown on said plat.

Executed this 24th day of September, 1959.

ATTEST: LAURENCE E. McGLYNN.
 ASSISTANT CASHIER
 (SEAL)

CITIZENS STATE BANK
 BY: MYRON W. HORTON, Executive
 Vice President, Citizens State
 Bank Oklahoma City, Oklahoma.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned a Notary Public in and for the County and State of Oklahoma, on the 24th day of Sept., 1959, personally appeared Myron W. Horton, to me known to be the identical person who subscribed the name of the maker to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

PLAT, CONT'D. #4. 35/74.

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

(NOTARIAL SEAL)

T.E. LEWIS, Notary Public

My commission expires September 21, 1960.

CERTIFICATE OF CITY CLERK

I, Earle M. Simon, City Clerk of the City of Oklahoma City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments upon special assessments have been paid in full and that there are no special assessment procedure now pending against the land shown on the annexed plat of MEADOW CLIFF ADDITION, SEC. I, to the City of Oklahoma City, Oklahoma.

Signed by the City Clerk on this 18th day of August, 1959.

(SEAL)

EARLE M. SIMON, City Clerk

CITY PLANNING COMMISSION APPROVAL

I, V.J. Scott, of the City Planning Commission of the City of Oklahoma City, Oklahoma, hereby certify that the said planning Commission duly approved the final recorded Plat of MEADOW CLIFF ADDITION SEC. I, to the City of Oklahoma City, Oklahoma, at a meeting on the 13th day of August, 1959.

V. J. SCOTT

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OKLAHOMA CITY, OKLAHOMA, that the dedications shown on the attached plat of MEADOW CLIFF ADDITION SEC. I, to the City of Oklahoma City, Oklahoma, are hereby accepted.

ADOPTED BY THE COUNCIL OF THE CITY OF OKLAHOMA CITY ON THIS 18 DAY OF AUG. 1959.

APPROVED BY THE VICE-MAYOR OF THE CITY OF OKLAHOMA CITY ON THIS 18 DAY OF AUG. 1959.

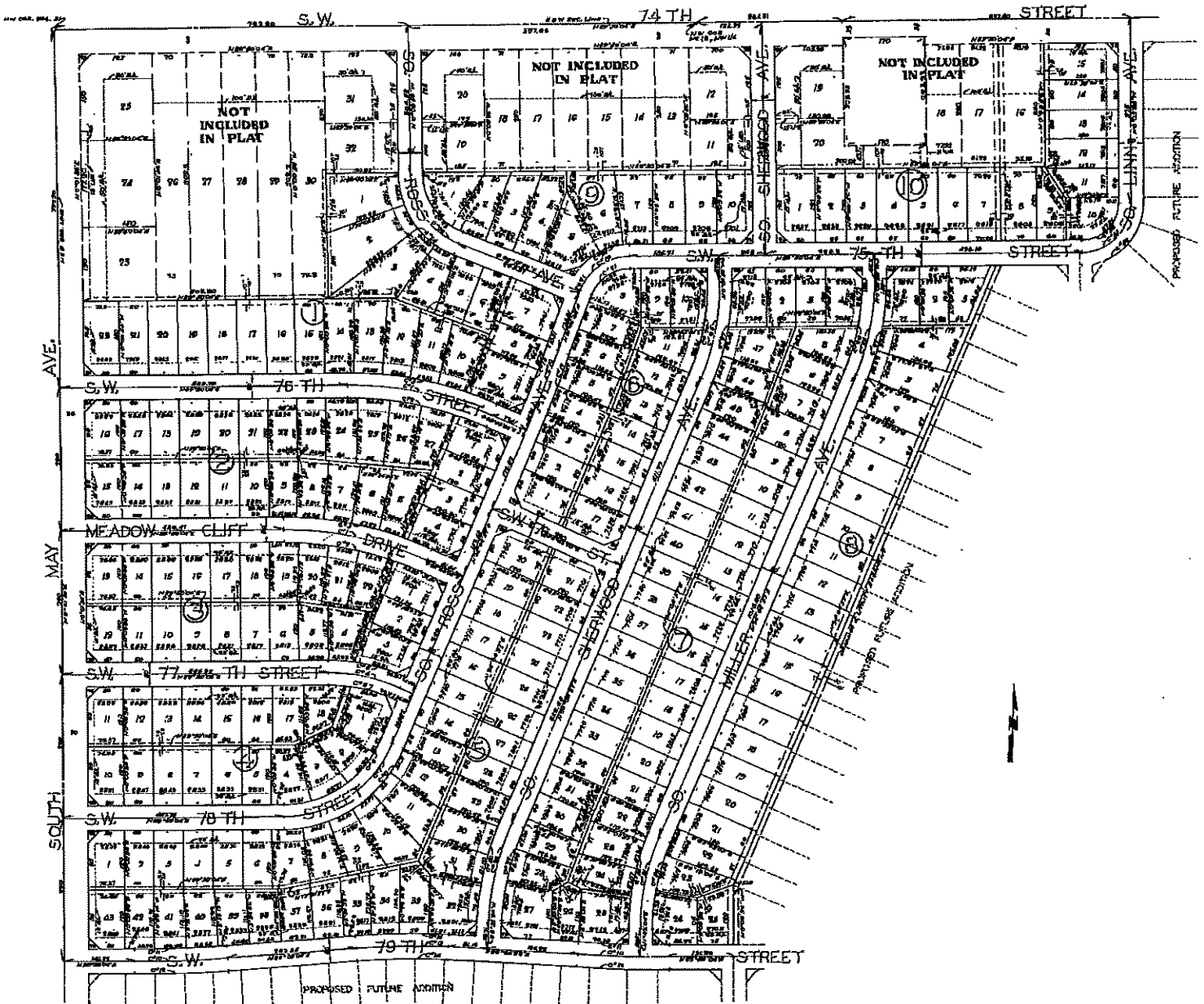
(SEAL)

LONNIE W. SAGE, Vice-Mayor

ATTEST: Earle M. Simon,
CITY CLERK.

SECTION 1
 LOTS 1-22 BLOCK 1
 BLOCK 23456 & 7
 LOTS 1-25 BLOCK 8
 LOTS 1-10 BLOCK 9
 LOTS 1-15 BLOCK 10

MEADOW CLIFF
 ADDITION
 TO
 CITY OF OKLAHOMA CITY
 OKLAHOMA COUNTY OKLAHOMA
 PART OF NW1/4 SEC.31-T11N-R3W



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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
PLAT OF MEADOW CLIFF ADDITION, SECTION I

OWNER'S CERTIFICATE AND RESTRICTIONS

MEADOW CLIFF ADDITION, SECTION I, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 3 WEST, OKLAHOMA COUNTY, OKLAHOMA DESCRIBED AS FOLLOWS: Beginning at a point 552.20 feet South of the NW corner of Section 31, T11N, R3W, thence South along the West line of Section 31 1360.00 feet, thence N 89° 50' 04" E 146.22 feet, thence Northeasterly along a curve having a radius of 2889.79 feet, a distance of 189.14 feet, thence N 86° 05' 04" E, a distance of 267.34 feet, thence Southeasterly along a curve having a radius of 1407.40 feet, a distance of 184.23 feet thence S 86° 24' 56" E a distance of 267.34 feet, thence Northeasterly along a curve having a radius of 2889.79, a distance of 189.14, thence N 89° 50' 04" E, a distance of 131.22 feet, thence N 0° 09' 56" W, a distance of 170 feet, thence N 24° 06' 57" E 1362.73 feet, thence N 89° 50' 04" E 179.47 feet, thence Northeasterly along a curve having a radius of 125 feet, a distance of 196.35, thence N 0° 09' 56" W 375 feet, thence S 89° 50' 04" W 200.00 feet, thence S 0° 09' 56" E 300.00 feet, thence S 89° 50' 04" W 1480.22 feet, thence S 0° 09' 56" E 252.20 feet, thence S 89° 50' 04" W 552.20 feet back to point of beginning.

This instrument was filed for record October 9th, 1959, at 9:58 A.M., Recorded in Book 2419, page 90 records of Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS: That, Meadow Cliff Development Company, a corporation of Oklahoma County, State of Oklahoma, for convenience hereinafter referred to as "Owner" does hereby certify that it is the owner, as appears of record, and the only person, firm, or corporation having any legal right, title or interest in and to the surface of the land, embraced and included in the area described above now platted into blocks, lots, streets and easements, as shown on the plat of MEADOW CLIFF ADDITION, SECTION I, recorded in Book 35 of Plats at page 74, of the records of Oklahoma County, State of Oklahoma.

For the purpose of providing an orderly development of all of the lots, building sites and blocks included in the above described area, and for the further purpose of providing adequate restrictive covenants for the benefit of itself and its successors in title, the Owner does hereby impose the following restrictions and reservations on the entire plat of MEADOW CLIFF ADDITION, SECTION I, to which it shall be incumbent upon its successors in title to adhere, and any person, or persons corporation or corporations, hereinafter becoming the owners either directly or through any subsequent transfers, or in any manner whatsoever of any lot or lots included in MEADOW CLIFF ADDITION, SECTION I, shall take, hold and convey same, subject to the following restrictions and reservations, to wit:

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
OWNER'S CERTIFICATE, ETC. CONT'D.#2. 2419/90.

(1) All of the lots or building sites located in MEADOW CLIFF ADDITION, SECTION I, as above described, shall be reserved exclusively for the use as residential lots or residential building sites, and no structure shall be erected, altered, placed or permitted to remain on any lot or building site in said addition, other than one (1) detached single-family residence not to exceed one and one-half (1½) story in height and a private garage for not more than two (2) cars.

(2) No building shall be erected, placed or altered on any building site located in MEADOW CLIFF ADDITION, SECTION I, until after the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevations, and with respect to side lot and front building limit lines, by a majority of an architectural committee composed of John C. Cash, W.R. McClung, and H.H. Balliett, or their duly authorized representative or representatives or successors. In case of the death or resignation of any member or members of the above named committee, the remaining member or members shall have full authority to approve or disapprove such design and location, for to designate a representative or representatives with like authority, and said remaining members or member shall have full authority to fill vacancies or vacancy created by the death or resignation of any of the aforesaid members, and said newly appointed member or members shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors, fail to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plot plans have been submitted to them or in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The powers and duties of such committee, and its designated representatives, shall cease on or after June 1, 1969. Thereafter, the approval described in this covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall hereafter exercise the same powers previously exercised by said committee for a period specified therein.

(3) No building or structure of any sort may ever be placed, erected, or used for Church, business, professional, trade or commercial purposes, on any portion of any lot in MEADOW CLIFF ADDITION, SECTION I, Except this prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot in MEADOW CLIFF ADDITION, SECTION I, that is used exclusively by a public utility

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
OWNER'S CERTIFICATE, ETC. CONT'D.#3. 2419/90.

company in connection with the furnishing of a public utility services to such subdivision.

(4) No trailer, basement, tent, shack, garage, servants' quarters or other outbuildings, located on any building site in MEADOW CLIFF ADDITION, SECTION I, shall at any time be used as a main residence, temporary or permanent, nor shall any structure of a temporary character be used as a main residence.

(5) No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(6) No noxious or offensive trade or activity shall be carried on upon any lot or building site in MEADOW CLIFF ADDITION, SECTION I, nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(7) No trash, ashes, or other refuse may be thrown, placed or dumped on any vacant lot in MEADOW CLIFF ADDITION, SECTION I.

(8) The construction or maintenance of billboards, or advertising boards or structures on any building site in MEADOW CLIFF ADDITION, SECTION I, is specifically prohibited, except that signs or billboards advertising the rental or sale of such property are permitted, provided they do not exceed eight (8) square feet in size, unless specific written consent for a larger size is obtained from the owners.

(9) No main residential building shall ever be erected, placed or constructed on any lot or building site in this addition unless at least sixty percent (60%) of the exterior walls thereof be of brick, brick veneer, stone or stone veneer, provided, however, that all windows or doors located in said exterior walls shall be excluded in the determination of the area of one hundred percent (100%) of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes one hundred percent (100%) of the exterior walls of said main residential building.

(10) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than fifteen (15) feet to any side street line. The sum of the sideyards shall be a minimum of 20% of the frontage of said

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
OWNER'S CERTIFICATE, ETC. CONT'D.#4. 2419/90.

lot at the front building line, and in no event shall the distance between buildings be less than 10 feet. No dwelling shall be located nearer than four feet to a side lot line, however, detached garages or other outbuildings, located 60 feet or more from the front building line, may be located three feet from a side lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line or twenty (20) percent of the depth of the lot, whichever is the smaller. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

(11) No building shall be erected, placed or altered on any lot or building site having a total area of less than seven thousand (7,000) square feet.

(12) No leaching cesspool shall ever be constructed or used on any lot in MEADOW CLIFF ADDITION, SECTION I.

(13) No existing erected building or structure of any sort may be moved onto or placed on any of the above described lots, building sites located in MEADOW CLIFF ADDITION, SECTION I, it being the intention of the covenant to definitely prohibit the moving onto or placing of an existing residential structure on any of the lots in MEADOW CLIFF ADDITION, SECTION I.

(14) Subject to the reservation in favor of the Owner hereinbelow easements for public utility installations and maintenance are hereby reserved across the rear of certain lots and along the side of certain lots and as designated in other places, in accordance with the designation "Utility Easement", all as shown upon the above mentioned recorded plat of MEADOW CLIFF ADDITION, SECTION I, and no building shall be erected or placed upon said utility easements. The Owner specifically reserves the right at any time hereafter to amend, extinguish or vacate the aforesaid utility easements in right of way as to all or any portion of the above described property insofar as such utility easements and right of way are not actually in use.

(15) No fence, enclosure, or part of any building of any type or nature whatsoever, shall ever be constructed, erected, placed or maintained closer to the front lot line than the building limit or setback line, on each lot, as same is shown on the recorded plat of MEADOW CLIFF ADDITION, SECTION I, provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever, shall ever be parked located or otherwise maintained on any lot as same is shown on the recorded plat of MEADOW CLIFF ADDITION, SECTION I, provided, however, that it is not the intention of the paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such building limit or setback line on each building site.

ENTRY NO. 362

Capitol Abstract & Title Company
BORDERED ABSTRACTERS

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Tel. CE 5-4393

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
OWNER'S CERTIFICATE, ETC. CONT'D.#5. 2419/90.

(16) No individual water supply system shall be permitted on any block or lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Oklahoma City and the State of Oklahoma Health Department. Approval of such system as installed must be obtained from such authorities.

(17) No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot of MEADOW CLIFF ADDITION, SECTION I, except upon a lot or portion of a lot in said addition that is used exclusively in connection with the furnishing of public utility service as provided in paragraph (3) heretabove.

(18) No single family residential building shall ever be constructed or erected on any lot, lots or building site in MEADOW CLIFF ADDITION SECTION I, unless the groundfloor area of said single-family residence specifically excluding one-story porches, breezeways and attached garages is not less than nine hundred fifty (950) square feet.

(19) Should the owner and/or tenant of any lot or lots or building sites in MEADOW CLIFF ADDITION, SECTION I, violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, any owner of any lot or building site in MEADOW CLIFF ADDITION, SECTION I, may institute legal proceedings to enjoin, abate or correct such violation or violations and the owner of the lot or lots or building site permitting the fees, court costs and other necessary expenses incurred by the persons instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney's fees to be fixed by the Court, and the amount of said attorney's fees, court costs, and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the manner provided by law.

(20) The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31, 1984 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of two-thirds of the lots in MEADOW CLIFF ADDITION, SECTION I, it is agreed to change such covenants in whole or in part. The intent thereof is that the covenants herein contained shall be perpetual but that an option is hereby granted to those persons shown to be the owners of record of the lots in said Addition on January 1, 1985, to change or revoke the same or any part thereof by a vote of the

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

OWNER'S CERTIFICATE, ETC. CONT'D.#6 2419/90.

owners of two-thirds of all the lots in said MEADOW CLIFF ADDITION, SECTION I, and a similar option is granted at the expiration of each ten (10) years thereafter.

(21) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, the undersigned Owner has caused this instrument to be executed by its President and attested by its Secretary at Oklahoma City, Oklahoma and the corporate seal affixed this 5th day of October, 1959.

(CORPORATE SEAL)

ATTEST: BARBARA A. HENDERSON
Secretary

MEADOW CLIFF DEVELOPMENT
COMPANY, a corporation
BY: C.A. HENDERSON, Pres.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

On this 5th day of October, 1959, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared C.A. Henderson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

(NOTARIAL SEAL)

T. E. LEWIS, Notary Public

My commission expires Sept. 21, 1960.

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

AMENDMENT TO OWNER'S CERTIFICATE AND RESTRICTIONS, MEADOW CLIFF ADDITION, SECTION I, A SUBDIVISION OF THE PART OF THE NW 1/4 OF SECTION 31, TOWNSHIP 11 N, RANGE 3 WEST, OKLAHOMA COUNTY, OKLAHOMA

This instrument was filed for record: October 13 1960, at 9:27 A. M. Recorded in Book 2540, Page 670, records of Oklahoma County, Oklahoma.

This instrument was refiled for record: October 19 1960, at 10:38 A. M. Rerecorded in Book 2542, Page 666, records of Oklahoma County, Oklahoma

Know all men by these presents that International Paper Company, a New York Corporation, does hereby certify that it is the owner and the only person, firm or corporation having any legal right, title or interest in and to the surface of the land described as follows:

Beginning at a point 552.20 feet South of the NW corner of Section 31, T11N, R3W, thence South along the West line of section 31 1360.00 feet, thence N 89° 50' 04" E 146.22 feet, thence Northeasterly along a curve having a radius of 2889.79 feet, a distance of 189.14 feet, thence N 86° 05' 04" E. a distance of 267.34 feet, thence South-easterly along a curve having a radius of 1407.40 feet, a distance of 184.23, thence S 86° 24' 56" E a distance of 267.34 feet, thence Northeasterly along a curve having a radius of 2889.79, a distance of 189.14, thence N 89° 50' 04" E, a distance of 131.22 feet, thence N 0° 09' 56" W, a distance of 170 feet, thence N 24° 06' 57" E 1362.73 feet, thence N 89° 50' 04" E 179.47 feet, thence Northeasterly along a curve having a radius of 125 feet, a distance of 196.35, thence N 0° 09' 56" W 375 feet, thence S 89° 50' 04" W 200.00 feet, thence S 0° 09' 56" E 300.00 feet, thence S 89° 50' 04" W 1480.22 feet, thence S 0° 09' 56" E 252.20 feet, thence S 89° 50' 04" W 552.20 feet back to point of beginning, Oklahoma County, Oklahoma.

It further certifies that certain restrictions with respect to the above described property were placed of record on October 9 1959, recorded in Book 35 of plats, at Page 74, of the Records of Oklahoma County, Oklahoma and that it now wishes to amend paragraphs "2" and "18" of said restrictions as follows:

Paragraph "2" shall be amended by deleting therefrom H. H. Balliett and John C. Cash as members of the Architectural Committee and inserting in their place, F. Warren Pixley and Hugh Kaufman.

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CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

AMENDMENT CONT'D PAGE 2

Paragraph "18" shall be amended by reducing the ground floor area of a single-family residence from nine hundred fifty (950) square feet, to eight hundred fifty (850) square feet.

The above amended restrictions shall be in effect as to the property above-described and shall continue and be binding upon International Paper Company and upon its successors and assigns, until December 31 1984, and shall be automatically continued thereafter for successive periods of ten years each; provided, however, that the owners of the fee simple title to more than two-thirds percent of all the lots in Meadow Cliff Addition, Section I, may release all the land which is hereby restricted from said restriction herein set forth, on January 1 1985, or at the end of any successive ten year period thereafter, by executing and acknowledging the appropriate agreement in writing for such purpose and filing the same for record in the office of the Register of Deeds of Oklahoma County, Oklahoma.

IN WITNESS WHEREOF, International Paper Company has caused this instrument to be executed this 12th day of October 1960.

(CORPORATE SEAL)

INTERNATIONAL PAPER COMPANY

BY: Robert A. L. Ellis, Attorney-in-Fact

ATTEST: Lee Hopkins,
Secretary

STATE OF MISSOURI COUNTY OF JACKSON, SS:

Before me the undersigned Notary Public within and for said County and State, on this 12th day of October 1960, personally appeared Robert A. L. Ellis, to me known to be the person who subscribed the name of the maker thereof, International Paper Company, to the within and foregoing instrument as its Attorney-in-Fact, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

(NOTARIAL SEAL)

Mary V. Moran, Notary Public in and
for Jackson County, Missouri.

My Commission Expires: September 11 1964.

WDH

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
E A S E M E N T

Filed November 15, 1954, at 11:46 A.M. and recorded in book 1859, page 335.

Mustang-Reno Street Line

I.R. 53-5023

I.E. 53364

W.O. 4543

KNOW ALL MEN BY THESE PRESENTS: THAT We the undersigned in consideration of the sum of Ten and more Dollars, in hand paid the receipt of which is hereby acknowledged, does hereby grant and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma Corporation its successors and assigns, the right, privilege and authority to enter upon and erect, operate, maintain, and reconstruct a system of poles, structures, wires and fixtures for the transmission of electric current and telephone and telegraph message, including the right of ingress and egress to and from said system across adjoining lands of Grantors and the right to remove any structures or obstructions and to cut, trim, or remove any trees which may at any time in the sole judgment of the Grantee interfere with or endanger said system or its maintenance and operation, upon, under and across the following described real property and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The South 37 Feet of the South $\frac{1}{4}$ South $\frac{1}{4}$ NW $\frac{1}{4}$ Section 31, Township 11 North, Range 3 West. Grantors further covenant and agree that no buildings shall ever be erected on the above described property unless the written consent of the Grantee is first obtained.

Any damage to growing crops, fences, or the surface of the land caused by the construction of said system to be paid for upon completion of the line, or any repairs made thereon.

Grantors reserve the right to use the surface for agricultural purposes.

The rights and privileges above granted to continue so long as same are used or needed for the transmission of electric current or telephone and telegraph messages, but should the grantee remove its property from the premises and abandon the right of way herein granted, then this grant shall become null and void.

SIGNED AND DELIVERED THIS 27 day of September, 1954.

R.W. Arnold.
Marjorie Ann Thompson
Ruth L. Males

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

Before me, a Notary Public in and for said County and State, on this

cont'd

WDH

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
EASEMENT, CONT'D.#2. 1859/335.

5th day of October, 1954, personally appeared R.W. Arnold and Ruth L. Males to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

(NOTARIAL SEAL) Ann M. Jones, Notary Public
My commission expires February 12th, 1956.

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, SS:

On this 28th day of September, 1954, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Marjorie Ann Thompson to me known to be the identical person who signed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
(NOTARIAL SEAL) F. Gill, Notary Public
My commission expires May 14, 1956.

ENTRY NO: 280

EASEMENT

Filed November 15th, 1945, at 11:46 A.M., and recorded in Book 1859, page 336.

Mustang-Reno Street Line

I.R. 53-5023
I.E. 53364
W.O. 4543

KNOW ALL MEN BY THESE PRESENTS: THAT We the undersigned in consideration of the sum of Ten and more Dollars, in hand paid the receipt of which is hereby acknowledged, does hereby grant, and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma Corporation its successors and assigns, the right, privilege and authority to enter upon and erect, operate, maintain, and reconstruct a system of poles, structures, wires and fixtures for the transmission of electric current and telephone and telegraph messages, including the right of ingress and egress to and from said system across adjoining lands of Grantors and the right to remove any structures or obstructions and to cut, trim, or remove any trees which may at any time in the sole judgment of the Grantee interfere with or endanger said system or its maintenance and operation, upon, under and across the following described real property and premises situated in Oklahoma County, State of Oklahoma, to-wit:

-cont'd-

ENTRY NO. 281

Capitol Abstract & Title Company
BORDERED ABSTRACTERS
Tel. CE 5-4393

WDH

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.
EASEMENT, CONT'D.#2. 1859/336.

The South 37 Feet of the South $\frac{1}{4}$ South $\frac{1}{4}$ NW $\frac{1}{4}$ Section 31, Township 11 North, Range 3 West. Grantors further covenant and agree that no buildings shall ever be erected on the above described property unless the written consent of the Grantee is first obtained.

Any damage to growing crops, fences, or the surface of the land caused by the construction of said system to be paid for upon completion of the line, or any repairs made thereon.

Grantors reserve the right to use the surface for agricultural purposes.

The rights and privileges above granted to continue so long as same are used or needed for the transmission of electric current or telephone and telegraph messages, but should the grantee remove its property from the premises and abandon the right of way herein granted, then this grant shall become null and void.

SIGNED AND DELIVERED THIS 11th day of October, 1954.

Witness: Cleo L. Burroughs

Hardin L. Lair, Jr.
Ailetta Lair

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

Before me, a Notary Public in and for said County and State, on this day of October, 1954, personally appeared Hardin L. Lair, Jr., and Ailetta Lair, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

(NOTARIAL SEAL)

Ann M. Jones, Notary Public

My commission expires February 12, 1956.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, a Notary Public, in and for said County and State, on this 12th day of October, 1954, personally appeared Cleo L. Burroughs, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

(NOTARIAL SEAL)

Ann M. Jones, Notary Public

My commission expires February 12, 1956.

Form No. 1

WDH

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

E A S E M E N T

Filed November 15, 1954, at 11:46 A.M. and recorded in book 1859, page 334.

Mustang-Reno Street Line

I.R. 53-5023

I.E. 53364

W.O. 4543

KNOW ALL MEN BY THESE PRESENTS: THAT we the undersigned in consideration of the sum of Ten and more Dollars, in hand paid the receipt of which is hereby acknowledged, does hereby grant, and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma Corporation its successors and assigns, the right, privilege and authority to enter upon and erect, operate, maintain, and reconstruct a system of poles, structures, wires and fixtures for the transmission of electric current and telephone and telegraph message, including the right of ingress and egress to and from said system across adjoining lands of Grantors and the right to remove any structures or obstructions and to cut, trim, or remove any trees which may at any time in the sole judgment of the Grantee interfere with or endanger said system or its maintenance and operation, upon, under and across the following described real property and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The South 37 Feet of the South $\frac{1}{4}$ South $\frac{1}{4}$ NW $\frac{1}{4}$ Section 31, Township 11 North, Range 3 West. Grantors further covenant and agree that no buildings shall ever be erected on the above described property unless the written consent of the Grantee is first obtained.

Any damage to growing crops, fences, or the surface of the land caused by the construction, of said system to be paid for upon completion of the line, or any repairs made thereon. Grantors reserve the right to use the surface for agricultural purposes.

The rights and privileges above granted to continue so long as same are used or needed for the transmission of electric current or telephone and telegraph messages, but should the grantee remove its property from the premises and abandon the right of way herein granted, then this grant shall become null and void.

SIGNED AND DELIVERED THIS 27 day of September, 1954.

OSCAR H. LAIR,
LOUISE LAIR
C.B. ROBERTS,
ALICE ROBERTS.

-cont'd-

ENTRY NO.

283

Capitol Abstract & Title Company
BONDED ABSTRACTERS

Tel. CE 5-4393

Form No. 1

WDH

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

EASEMENT, CONT'D.#2. 1859/334.

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

BEFORE ME, a Notary Public in and for said County and State, on this 5th day of October, 1954, personally appeared Oscar H. Lair, Louise Lair, and C.B. Roberts and Alice Roberts, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

(NOTARIAL SEAL)

Ann M. Jones,
Notary Public

My commission Expires:

February 12, 1956.

ENTRY NO.

284

Capitol Abstract & Title Company
BORDERED ABSTRACTERS

Tel. CE 5-4393

WDH CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

E A S E M E N T

This instrument was filed for record October 30th, 1959 at 1:44 P.M.
Recorded in Book 2426, page 81, records of Oklahoma County, Oklahoma.

MEADOW CLIFF DEVELOPMENT CO., INC., a corporation of Oklahoma County, State of Oklahoma, W.P. "BILL" ATKINSON FOUNDATION, a corporation of Oklahoma County, State of Oklahoma, MELVIN HARBIN AND BARBARA A. HENDERSON, for and in consideration of ONE DOLLAR (\$1.00) receipt of which is hereby acknowledged, does hereby grant and convey unto SHELDON L. STIRLING AND PHILLIP J. RHOADS, Trustees of the Oklahoma City Development Trust, a permanent easement, being a 10-foot utility easement in the MEADOW CLIFF ADDITION in the East Half (E/2) of the Northwest Quarter (NW/4) of Section 31, Township 11 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, and lying 5 feet on each side of the following described centerline:

COMMENCING at the Northwest Corner of Section 31, T11N, R3W of the Indian Meridian, Oklahoma County, Oklahoma, and running thence North 89°05'04" East 1933.40 feet to a point; thence South 0°09'56" E at 50.00 feet to the point of beginning; CONTINUING THENCE South 0°09'56" East 423.93 feet to a point; THENCE South 24°06'57" West 1933.18 feet to a point; THENCE South 0°09'56" East 126.07 feet to a point; THENCE North 89°50'04" East 140.00 feet to a point; THENCE South 0°09'56" East 125.00 feet to a point; THENCE South 19°39'56" East 350.00 feet to a point; THENCE South 10°07'33" East 119.11 feet to a point; THENCE South 0°09'56" East 205.00 feet to the point of ending of centerline of the 10-foot easement herein described; said point being a distance of 1648.00 feet North 89°50'04" East of the Southwest Corner of the Northwest Quarter of Section 31, T11N, R3W, Indian Meridian, Oklahoma County, Oklahoma.

Said easement is granted for the purpose of constructing, reconstructing, repairing, removing, laying, relaying, inspecting and maintaining a sanitary sewer and appurtenances thereto, as may be necessary from time to time, with right of ingress and egress.

TO HAVE AND TO HOLD THE SAME unto the grantee, its successors and assigns forever, and the said property is to be exclusively used for the construction and maintenance of a sewer line and for no other purpose; and should the grantee abandon the above property for the purposes above stated, then the said easement shall revert to the grantors, their heirs and assigns, herein.

DATED this 14 day of September, 1959.

(CORPORATE SEAL)

ATTEST: BARBARA A. HENDERSON,

MEADOW CLIFF DEVELOPMENT CO.

BY: C.A. HENDERSON, Its

Secretary

President.

Capitol Abstract & Title Company

BONDED ABSTRACTERS

Tel. CE 5-4393

ENTRY NO.

382

-cont'd-

WDH CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

EASEMENT, CONT'D.#2. 2/26/81.

(CORPORATE SEAL)
ATTEST: RUBY ATKINSON
Secretary

W.P. "BILL" ATKINSON FOUNDATION
BY: W.P. "BILL" ATKINSON
Its President.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of September, 1959, personally appeared W.P. Bill Atkinson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
(NOTARIAL SEAL) T.E. LEWIS, Notary Public
My commission expires September 21, 1960.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned a Notary Public in and for said County and State, on this 14th day of September, 1959, personally appeared C.A. Henderson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
(NOTARIAL SEAL) T. E. LEWIS, Notary Public
My commission expires September 21, 1960.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of September, 1959, personally appeared Melvin Harbin and Barbara A. Henderson, to me known to be the identical persons who signed the within and foregoing instrument and who acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
(NOTARIAL SEAL) T. E. LEWIS, Notary Public
My commission expires Sept. 21, 1960.

JAC

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HERETO.

CERTIFICATE OF OWNERSHIP AND AMENDED
DEDICATION OF UTILITY EASEMENT

This instrument was filed for record Dec. 17, 1959 at 3:17 P.M.
Recorded in Book 2441, Page 167, records of Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

That Meadow Cliff Development Co., does hereby certify that it is the sole and only owner of and the only person, persons or entity who has any right, title or interest in that certain real property platted as Meadow Cliff Addition, Section 1, to the City of Oklahoma City, Oklahoma County, Oklahoma, and recorded in Book 35 of Plat Records, Page 74 in the office of the County Clerk of Oklahoma County, Oklahoma, and consisting of Blocks One (1) through Ten (10) Part of the NW 1/4 Sec. 31, T11N, R3W.

That through inadvertence, the scrivener omitted to fully identify the utility easements shown on said plat and this dedication is to correct such omission.

Therefore, Meadow Cliff Development Co., does by these presents dedicate to the public forever an easement for utilities on the rear of each lot in Blocks One (1) through Ten (10) and on side lot lines, all as more particularly shown on the map of said plat as broken lines within the lot lines that are not otherwise identified.

IN WITNESS WHEREOF, Meadow Cliff Development Co., has caused these presents to be signed by its President and its corporate Seal to be affixed this 17th day of December, 1959.

(CORPORATE SEAL)
ATTEST: Barbara A. Henderson,
Secretary

MEADOW CLIFF DEVELOPMENT CO.
By: C. A. Henderson, President

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

On this 17th day of December, 1959, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. A. Henderson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

(NOTARIAL SEAL)

Nell E. Skinner, Notary Public

My Commission Expires, Feb. 19, 1963

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale, effective as of ^{September 14, 1997} October 1, 1997 at 7 a.m., Central Daylight Saving Time, ("Effective Date"), is by and between OXY USA Inc., a Delaware corporation, whose address is P.O. Box 300, Tulsa, Oklahoma 74102, as "Seller", and S & J Operating Company, a Texas corporation, whose address is 811 Sixth Street, Suite 300, Wichita Falls, Texas 76307-2249, as "Buyer".

WITNESSETH:

For valuable consideration, the receipt and adequacy of which is acknowledged, Seller hereby grants, sells, conveys, assigns and transfers to Buyer, effective as of the Effective Date, the following:

(a) All of the right, title and interest of Seller in the oil and gas leases and properties as described in Exhibit "A" attached hereto and incorporated by reference;

(b) All of Seller's right, title and interest in and under, or derived from, all presently existing contracts, agreements and instruments to the extent they relate to the interest described in Exhibit "A," including, but not limited to, operating agreements, unitization agreements, communitization and pooling agreements, agreements for the sale or purchase of oil, gas, casinghead gas or CO₂ [but excluding that certain Agreement For The Purchase and Sale of Domestic Crude Oil executed the 31st day of August, 1983, by and between Occidental Petroleum Corporation, et al and CITGO Petroleum Corporation, et al. (the "CITGO Contract") and gas processing agreements] all of which are hereinafter collectively referred to as "Existing Contracts";

(c) All of Seller's right, title and interest in and to all real and personal property, fixtures, appurtenances, easements, licenses, approvals or authorizations and permits to the extent they directly relate to the interests described in Exhibit "A," including all wells, associated equipment, surface rights, and lease and unit owned facilities.

(d) To the extent of the interest sold, all of Seller's right, title and interest in and to the oil, gas of any kind and nature, other hydrocarbons and other minerals in, on and produced from or allocated to the leasehold interest sold to Buyer from and after the Effective Date hereof.

All of the property and contract rights, titles and interests described above are hereinafter collectively called the "Purchased Properties".

TO HAVE AND TO HOLD the said Purchased Properties unto Buyer, its successors and assigns, forever subject to the terms, reservations and conditions contained herein and therein.

Buyer represents that it has inspected, or has had sufficient opportunity to inspect, the books and records of Seller as provided to Buyer and all of the Purchased Properties and the premises and has satisfied itself as to their physical and environmental condition, both surface and subsurface, and Buyer has satisfied itself as to the risks and obligations assumed hereunder, and that Buyer hereby accepts the same in their "AS IS, WHERE IS" condition. In addition, all of the Purchased Properties, whether real or personal, are conveyed without WARRANTIES OF TITLE OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WITHOUT WARRANTIES AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Prior to the execution of this Agreement, Buyer has been afforded the opportunity to inspect the Purchased Properties and to examine the records of Seller at Seller's offices with respect to the Purchased Properties and has been afforded access to information in Seller's possession with respect to the Purchased Properties. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS, VERBAL OR OTHERWISE, OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, OR AS TO SELLER'S TITLE TO THE PURCHASED PROPERTIES, AND, IN ENTERING INTO AND PERFORMING THIS AGREEMENT, BUYER HAS RELIED AND WILL RELY SOLELY UPON ITS INDEPENDENT INVESTIGATION OF, AND JUDGMENT WITH RESPECT TO, THE PURCHASED PROPERTIES, THEIR VALUE AND SELLER'S TITLE THERETO.

DOC NUMBER 97166117
BOOK 7207
PAGES 1813 - 1830
TIME 2:45:16
FEE 142.00
12/11/1997
Carolynn Caudill
Oklahoma County Clerk
RECORDED AND FILED

TOGETHER WITH OTHER PROPERTY NOT HEREIN ABSTRACTED

ASSIGNMENT AND BILL OF SALE
Page 2

BOOK 7207PG:1814

Seller does hereby reserve the option to be exercised from time to time and as often as desired, of purchasing or marketing for the benefit of Buyer all of the share of oil produced from and/or allocated to the Purchased Properties and applicable to Buyer's interest acquired hereunder at the price provided in the CITGO Contract.

Seller reserves the option to be exercised from time to time and as often as desired, of purchasing all of the share of gas, casinghead gas, and other minerals produced from and/or allocated to the Purchased Properties and applicable to Buyer's interest acquired hereunder; for gas at the price prevailing in the field at the time or times of the exercise of this option; and for casinghead gas at the average prevailing price being paid by responsible buyers in the field.

Seller reserves the exclusive right and option, at all times and from time to time, to process, or have processed, all or any part of the gas-well-gas, associated gas and/or casinghead gas produced from and/or allocated to the said lands and applicable to Seller's retained interest and the interest acquired by Buyer hereunder. Any sale or disposition of any such gas by Buyer will be subject to Seller's right to process, or have processed, such gas for the extraction of natural gas liquids and shall provide that Seller shall retain the liquids recovered by such process. Any such sale or disposition shall further be subject to Seller's right to select the point on the gas purchaser's system downstream from the wellhead at which to locate processing facilities.

In the event Seller exercises its right to process, or have processed, such gas, then Seller shall own all natural gas liquids and other minerals extracted from such gas stream and shall pay Buyer for its share of the volume (in MCF) of gas shrinkage (including plant fuel) resulting from processing the Buyer's share of such gas based on the price specified in the Buyer's gas sales contract for dry gas, less any costs, charges or penalties which are avoided by reason of Seller's processing of such gas. Buyer shall be solely responsible for the payment of royalties to its lessors and all other leasehold burdens.

In the event Seller has not exercised its option to process such gas, and Buyer desires to process, or have processed, its share of such gas, it shall so notify Seller in writing and Seller shall have a period of one hundred twenty (120) days after receipt of written notice to advise Buyer whether or not Seller elects to process, or have processed, said gas as hereinabove provided. The failure on the part of Seller to respond within such period, or an election not to process, shall constitute a waiver of Seller's gas processing rights (as respects Buyer's share of such gas) reserved herein (as well as rights to the liquids extracted therefrom) for a period of one (1) year and so long thereafter as such gas processing rights are committed by Buyer to a written gas processing agreement or other form of dedication to a gas processing plant.

Seller also hereby grants and transfers to Buyer, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Seller is entitled to enforce with respect to the Purchased Properties against Seller's predecessors in title.

This instrument is made pursuant and subject to the terms of that certain unrecorded Agreement of Sale and Purchase (the "Agreement") between Seller and Buyer executed the 26th day of November, 1997. Said Agreement, and all of the terms and conditions thereof, is hereby incorporated by reference for all purposes. In the event of a conflict between this Assignment and said Agreement, the Agreement shall control except as to any warranties of title, as to which this Assignment shall control.

This Assignment and Bill of Sale is subject to the terms and provisions of the CITGO Contract and (where the gas or casinghead gas, if any, is currently or was being processed by Trident NGL, Inc. on August 31, 1991) that certain Master Agreement on Gas Processing dated August 30, 1991, by and between OXY USA Inc. and Trident NGL, Inc.

By acceptance of this Assignment, on and after the Effective Date Buyer assumes and agrees to pay, perform and discharge all of Seller's responsibilities, liabilities and obligations related to the environmental condition of the Purchased Properties.

Buyer hereby assumes and agrees to perform all duties and obligations of the Seller, present, past and future, applicable to the operations or prescribed in the leases and Existing Contracts covered hereby.

ASSIGNMENT AND BILL OF SALE
Page 3

Buyer's indemnity obligations and environmental responsibilities are set forth in the Agreement.

The provisions of this instrument and the aforementioned Agreement of Sale and Purchase shall attach to and run with the leases and lands herein described and shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective (as applicable) heirs, executors, administrators, successors and assigns.

This instrument may be executed by Buyer and Seller in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

EXECUTED by Seller and Buyer on the dates shown below.

SELLER

OXY USA Inc.

By: _____

Gary C. Timmermann
Gary C. Timmermann, Attorney-in-Fact

BUYER

S & J Operating Company

By: _____

Fred Stephens

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 26th day of November, 1997, by Gary C. Timmermann, as Attorney-in-Fact for OXY USA Inc.

Witness my hand and official seal.

My commission expires:

2/27/2000

LaDonna L. Peacock
LaDonna L. Peacock

Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 26th day of November, 1997, by FRED STEPHENS, as PRESIDENT, for S & J Operating Company.

Witness my hand and official seal.

My commission expires:

2/27/2000

LaDonna L. Peacock
Notary Public
LaDonna L. Peacock